

COLLECTIVE BARGAINING AGREEMENT

between the

SHORELINE SCHOOL DISTRICT NO. 412

and the

SHORELINE EDUCATION ASSOCIATION

September 1, 2018 – August 31, 2021

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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. Authorized representatives of the Association will have access to wireless networks while conducting Association business at District facilities. 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, board 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 District shall provide notification to the Association of any new employee covered by this collective bargaining agreement. This notification shall include the name, assignment, work location, date of hire, and all contact information known by or provided to the district. This notification shall occur within twenty-four (24) hours of the Board hiring date for regular employees and include all daily substitutes hired since the last list provided to the Association.

7.7 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.

1 7.8 The Association president may meet, when necessary, with the superintendent
2 during the school year to discuss mutual concerns. Upon mutual agreement,
3 others may be in attendance.

4 7.9 The Association will be provided the opportunity to meet with new employees for
5 a minimum of sixty (60) minutes of paid time, inclusive of a duty-free lunch
6 period, during the contracting and/or orientation process. In the event an
7 employee is hired after the initial contracting and orientation period, the District
8 will provide the Association with an opportunity to meet with the new employee
9 for a minimum of thirty (30) minutes of paid time. This access will occur during
10 the new employee's regular work hours, at the employee's regular worksite or at a
11 location mutually agreed upon by the District and the Association, so long as it
12 does not interrupt instruction. No employee may be mandated to attend the
13 meetings or presentations.

14 7.10 Orientation materials distributed by the District shall include union membership
15 applications and union orientation materials. It shall be the Association's
16 responsibility to provide the District with sufficient copies of such materials.

17 7.11 These rights are agreed to by the District and the Association for the purpose of
18 maintaining a professional relationship between the parties to this Agreement.

19 **8.0 MEMBERSHIP DUES AND REPRESENTATION FEES**

20 8.1 The Shoreline Education Association is recognized as the official employee
21 organization and exclusive bargaining representative for all certificated
22 employees as described under the Recognition provision of this Agreement.

23 8.2 The District agrees that the Association has the legal right to encourage all
24 certificated employees in the bargaining unit to become and remain members in
25 good standing of the Association, and the Association accepts its responsibility to
26 represent all certificated employees in the bargaining unit regardless of
27 membership status.

28 8.3 Certificated employees represented by the Association shall remit to the
29 Association, as a condition of employment, the regular membership dues or
30 representation fees as established by the Association. Employees with a bona fide
31 religious objection to the foregoing, which is based on bona fide religious tenets
32 or teachings of a church or religious body of which the certificated employee is a
33 member, may satisfy this obligation by paying equivalent amounts to a mutually
34 agreed upon charity as specified in RCW 41.59.

35 8.4 The District agrees to deduct from the salary warrant of certificated employees,
36 who have authorized it, the Association membership dues or representation fees
37 as established by the Association. The amounts deducted shall be transmitted by
38 the twelfth (12th) day or earlier of each month to the Association on behalf of the
39 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 Privacy of Information

9.1.1 The following shall not be released by the District except as required by law or as necessary to comply with the provisions of this Agreement: the residential addresses, residential telephone numbers, personal wireless telephone numbers, personal electronic email address, Social Security numbers, and emergency contact information of employees covered by this Agreement.

9.1.2 The District will notify the Association of third-party requests for lists of employees covered by this Agreement.

9.2 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.

9.3 Employees shall have the right to work in an environment free from sexual harassment. The District and the Association shall mutually cooperate in informing the certificated staff about the issue of sexual harassment.

9.4 The District shall provide working space and conditions that meet educational standards and health and safety regulations. Each building shall be equipped with a staff lounge reserved solely for staff use, not to be converted to instructional space. At Shorecrest High School, due to facility design, the staff lounge may be used for occasional instructional purposes when scheduled in advance. Certificated staff shall be informed immediately, to the extent permitted by law, when they are potentially exposed to contagious diseases and illnesses and they shall be instructed as to prevention and protection from the disease or illness. The District is committed to improve the air, water, heat and light conditions for all employees and students throughout the District.

1 9.5 District-employed ESAs shall be paid for substituting at the rates described in
2 Section 59.3.1 of the contract.

3 9.6 Certificated staff shall be informed prior to being assigned student(s) who
4 evidence deviant behaviors that could present a safety problem to the students or
5 staff. Certificated staff shall be provided with specific information about the
6 known behavior pattern(s) of the student(s) and suggested strategies for managing
7 those behavior(s).

8 9.7 Each certificated staff member shall be informed of their specific responsibilities
9 relating to a student's IEP or 504 plan in a timely manner.

10 9.8 The District shall provide administrative support to certificated staff in
11 maintaining student discipline. For any classroom discipline referral that results
12 in a long-term suspension, expulsion or emergency expulsion, the teacher who
13 referred the student to the administration will be (a) notified of any due process
14 hearing challenging the corrective action; (b) notified of a student's return to the
15 classroom prior to the return; (c) given the right to submit a written statement
16 explaining the impact of the student on the classroom prior to the scheduled due
17 process hearing or return to the classroom; and (d) notified of the outcome of any
18 due process hearing.

19 9.9 The teacher shall have the authority and responsibility to determine grades and
20 other evaluations of students. Any grade or evaluation to be changed shall be
21 made by mutual agreement between the teacher and administrator.

22 9.10 Enrollment of Employee's Child

23 9.10.1 The District shall enroll nonresident students who are the children of
24 full-time and part-time certificated employees at the school to which the
25 employee is assigned or at a school forming the district's K through 12
26 continuum which includes the school to which the employee is assigned.

27 9.10.2 Transportation must be provided by the student's family and a release
28 must be obtained from the resident district.

29 9.10.3 In accordance with RCW 28A.225.225, as now or hereinafter amended,
30 the District may only reject enrollment applications under this section if:
31 (a) the student's disciplinary records indicate a history of convictions for
32 offenses or crimes, violent or disruptive behavior, or gang membership;
33 (b) the student has been expelled or suspended from a public school for
34 more than ten consecutive days; (c) enrollment of a child under this
35 section would displace a child who is a resident of the district, except
36 that if a child is admitted under this section, that child shall be permitted
37 to remain enrolled at that school, or that K through 12 continuum, until
38 they have completed their schooling, or (d) the student has repeatedly
39 failed to comply with requirements for participation in an on-line school

- 1 program, such as participating in weekly direct contact with the teacher
2 or monthly progress evaluations.
- 3 9.10.4 Students who are the children of District employees shall have
4 preference in boundary exception decisions over students who are
5 children of non-employee parents.
- 6 9.11 Multiple indicators will be used to determine if the Shoreline School District's
7 curriculum is successful in helping students improve their academic performance.
8 No single test will be used for the purpose of making high stakes decisions about
9 the quality of schools and students' achievement. Many factors affect student
10 performance, and some of these factors are outside the control of the teaching
11 staff; therefore, no single measure of student achievement will be used to evaluate
12 certificated staff performance or affect their right to transfers, reassignments, or
13 other personnel actions.
- 14 9.12 The District will insure or self-insure district equipment that employees are
15 expected to use, including laptops. In cases of gross negligence, the employee
16 shall be responsible for paying the deductible or costs of repair.
- 17 9.13 SEA employees, including all full and/or part-time contracted staff but excluding
18 substitutes, shall receive a discount of 20% off the tuition rate if they choose to
19 enroll their child(ren) in the Shoreline Children's Center program.
- 20 9.14 In the event that an IEP team or 504 team decides to accommodate a student need
21 with asynchronous recording of instruction or use of a device to allow a student to
22 be "present" remotely in live-time, the following conditions will be met:
- 23 9.14.1 There must be student need for the device documented in an IEP or 504
24 plan;
- 25 9.14.2 There will be an appropriate amount of time for staff to be trained in the
26 operation and use of the device in their classroom by the IT department
27 and student services department;
- 28 9.14.3 No audio or video that is recorded or otherwise captured shall be used
29 for evaluation purposes without permission of the teacher;
- 30 9.14.4 Certificated staff shall be informed in writing that any audio or video
31 captured with such devices are subject to discovery and FERPA records
32 requests;
- 33 9.14.5 No audio or video that is recorded or otherwise captured shall be posted
34 to a site or streamed live to anyone other than the accommodated student
35 and teacher; and
- 36 9.14.6 These accommodations will be monitored and assessed by the IEP or
37 504 team at least annually to determine ongoing use.

10.0 DISTRICT RIGHTS

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

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

11.0 COOPERATIVE RESOLUTION OF DISPUTES

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

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

12.0 CERTIFICATED PERSONNEL PROTECTION

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

12.2 The District shall provide sufficient legal protection not only to certificated employees who seek to render services to the District in performing regular duties, but also those who act expeditiously in uncommon situations to further the District's purpose. The District shall provide certificated employees the full protection of the District's present liability insurance. The limiting factors to this paragraph are (1) the defending of the suit shall not be inconsistent with the terms and conditions of the District's present liability insurance; (2) in the event the

claim is in excess of the District's present insurance coverage, the employee must provide their own defense as to the excess; and (3) the employee must cooperate in the defense of the suit as provided in the liability insurance policies.

13.0 NON-DISCRIMINATION

13.1 It is agreed between the District and the Association 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 bases for discrimination.

14.0 PERSONNEL FILE

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

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

14.3 Annual evaluations, correspondence, or other communications which refer to the individual's professional competence and performance shall be maintained in the permanent personnel file only with the individual's knowledge of its content. The individual shall have the right to attach their written comments. Prior to

1 placement of any parent, student or staff communication in the permanent
2 personnel file, the administrator and teacher will meet to discuss the validity of
3 the complaints in the communication. A parent, student or staff complaint placed
4 in the personnel file must be put in writing either by the complainant or the
5 administrator investigating the complaint. The identity of any complainant will
6 be shared with the employee prior to taking any disciplinary action or placing any
7 document regarding the complaint in the personnel file. Within ten (10) days of
8 receipt of the complaint, the District will provide as much detail as it can without
9 impairing or compromising the investigation, if any.

10 14.4 The District shall not maintain evidence of unsubstantiated allegations in
11 permanent personnel files. Materials which are derogatory of an employee's
12 performance or conduct shall be removed from the employee's personnel file
13 upon employee request after three (3) years, provided that: (a) the District may
14 continue to maintain records of such materials in investigative files; and (b) in no
15 event shall the District remove substantiated information about verbal or physical
16 abuse, or sexual misconduct that must be retained pursuant to RCW 28A.400.301,
17 regardless of whether such information resulted in the employee leaving their
18 position at the school district.

19 **15.0 ACADEMIC FREEDOM**

20 15.1 The District and the Association agree to uphold and to adhere to the rights and
21 privileges of academic freedom and acknowledge the fundamental need to protect
22 employees from censorship or restraint which might interfere with their obligation
23 in the performance of their professional duties.

24 15.1.1 Employees shall be guaranteed the right to introduce, present, and
25 discuss controversial material relevant to course content.

26 15.1.2 The protection of academic freedom and the presentation of
27 controversial issues shall be consistent with District policies, State Board
28 regulations, and statutes.

29 **16.0 CONTRACT YEAR**

30 16.1 Certificated employees' basic contract year shall consist of one hundred and
31 eighty (180) days as long as the State continues to fund employee salaries on a
32 one hundred eighty (180) day base. If the State funds more or fewer days as part
33 of the base salary, each employee's base contract shall revert to the number of
34 days and salary amount funded by the State for these days.

35 16.2 The school calendars for the school years covered by this Agreement shall be
36 attached as appendices to this Agreement and incorporated by this reference.
37 Acknowledging the planning needs of employees and the community, the District
38 shall establish a school year calendar at least eighteen (18) months prior to
39 September 1 of any school year. The adopted calendar shall include a minimum of

four (4) calendar components: (a) the first day of school for students; (b) the Winter Break; (c) the Mid-Winter Break, and (d) the Spring Break. In establishing the school year calendar, the District shall use the following parameters:

16.2.1 If Labor Day falls on September 1, 2, 3, 4 or 5, the first day of school is the Wednesday following Labor Day (i.e., September 3, 4, 5, 6 or 7). If Labor Day falls on September 6 or 7, the first day of school is the Wednesday before Labor Day (i.e., September 1 or 2).

16.2.2 Winter Break shall run for ten (10) consecutive week days, with a weekend scheduled both immediately prior to and after the holiday break.

16.2.3 Mid-Winter Break shall be the full week inclusive of President's Day in February.

16.2.4 Spring Break shall be the full week in April beginning the ninth (9th) Monday after President's Day.

Additional calendar components, including, but not limited to the scheduling of early release days and non-student days (including professional learning days), shall continue to be negotiated.

16.3 The school calendar shall include a half-day for staff and students on the day before Thanksgiving and the Friday of March conference week, for elementary staff only. This release time is recognized as a trade for evening parent conferences as described in Section 31.0. For secondary staff, the half-day release on the day before Thanksgiving is recognized as a trade for a second open house/curriculum night.

16.4 The school calendar shall include a half-day for students on the last day of school. This release is intended to provide support for staff to complete duties related to the closing of the school year, and is scheduled on the calendar in addition to the non-student work days identified in Section 17.1.

16.5 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.

16.6 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. In order to provide support for these activities, the work year calendar will include a weekly early release model. On each week with five (5) full student days, students shall be released on Wednesdays, one-hundred

(100) minutes before the regular dismissal time. The use of the early release time will be designated on the work year calendar, with no less than fifty percent (50%) of the early release time designated as individual time, as defined in Section 17.4. In such years when an odd number of early release days are calendared, the additional day shall be designated as individual time. The remaining early release days will be designated as administrative time, as defined in Section 17.5.

16.6.1 If the Director of Teaching and Learning chooses to provide job alike professional development opportunities for certain non-supervisory certificated positions which are unique to a school building, a modified early-release schedule will be presented to SEA for approval, maintaining the total amount of Individual and District time for each employee. Such plans to modify the early release calendar shall be presented no later than March 1st for the subsequent school year.

16.7 The parties have an interest in facilitating part-time staff participation in the activities that occur during this early release time. Part-time employees will work with building administrators to develop work schedules that facilitate equitable opportunities to participate in early release time.

16.8 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.

16.9 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 Beginning in the 2018-2019 school year, eight (8) mandatory non-student work days shall be scheduled on the employee work calendar. The District and Association will determine the scheduling of the following days on an annual basis:

a. Three (3) days, scheduled in full or half-day increments, will be designated as administrative time.

b. One (1) day, scheduled in full or half-day increments, will be designated as collegial time.

1 c. Two (2) days, scheduled in full or half-day increments, will be designated
2 as individual time.

3 d. Two (2) full days will be designated as individual time, and scheduled to
4 support completion of students' semester grades.

5 17.2 The supplemental contract days identified in Section 17.1 above shall be
6 compensated by the TRI schedule identified in Section 57.2.

7 17.3 A part-time employee is expected to work a pro rata share of these days based on
8 the employee's full-time equivalency (FTE). Employees shall sign in at their
9 assigned work locations for that day or document prior supervisor approval for an
10 off-site activity to verify attendance on this day. Leaves for absences on these
11 days will be granted in accordance with leave provisions of this Agreement. The
12 use of these days is described by the sections below.

13 17.4 Individual Time. Time designated on the calendar as "I" or "Individually directed
14 time" shall be used to improve student learning as planned and directed by the
15 individual certificated employee. During individually directed time, the District
16 may not require employees to attend any mandatory meetings or professional
17 development.

18 17.5 Administrative Time. Administratively directed time shall be used to improve
19 student learning as planned and directed by building and District administrators.
20 When planning activities for these days, administrators shall consider the
21 relevancy of the planned activities to the assignments of all certificated employees
22 in the District, including specialists, and may choose to plan alternative activities
23 for individuals or subgroups.

24 17.5.1 Principal Time. Time designated on the calendar as "P" or "Principal
25 time" is administratively directed time that is planned and directed by
26 building administrators.

27 17.5.2 District Time. Time designated on the calendar as "D" or "District time"
28 is administratively directed time that is planned and directed by central
29 office administrators.

30 17.6 Collegial Time. Time designated on the calendar as "C" or "Collegially directed
31 time" shall be used to improve student learning as planned and directed by
32 collegial teams. The use of this time shall be within the discretion of the collegial
33 teams, as long as the time is used to: (a) focus on learning; (b) develop result-
34 oriented team goals; (c) incorporate the regular collection and analysis of
35 performance data into their work; (d) develop and implement interventions to
36 support student learning; or (e) support implementation of the classroom teacher
37 evaluation system.

1 17.7 On days split between administrative time, collegial time or individual time, the
2 use of time in the first half and second half of the workday shall be designated on
3 the work year calendar. The lunch period shall be equally subtracted from each.

4 17.8 When a student school day needs to be rescheduled on a previously scheduled
5 non-student work day due to school closure, the rescheduling of that day shall
6 occur as follows:

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

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

14 **18.0 CONTRACT DAY**

15 18.1 Certificated employees' contract day during the contract year shall consist of eight
16 (8) hours including conference/planning time, travel, and duty-free lunch, in
17 accordance with State laws, rules, and regulations. Planning time must be
18 scheduled in increments of no less than thirty (30) minutes except on calendared
19 half-days (e.g., the last day of school and the day prior to Thanksgiving).

20 18.2 Except as modified on early release days, the contract day shall include five (5)
21 hours of direct contact time, which shall be exclusive of time required to be spent
22 for preparation, conferences, or any other non-classroom duties.

23 18.3 All certificated staff shall be provided time for preparation in the amount
24 described below. Teachers (including elementary general music and PE), and
25 librarians shall be provided time for preparation, conferences and collaboration
26 with other staff in the following manner:

27 18.3.1 High school classroom teachers and librarians shall be provided a
28 minimum of 225 minutes each week or a total of 450 minutes over two
29 weeks during the student day for individual preparation.

30 18.3.2 Middle school classroom teachers and librarians shall be provided a
31 minimum of 225 minutes each week during the student day for
32 individual preparation.

33 18.3.3 Elementary classroom teachers (including general music and P.E.) will
34 be provided a minimum of forty-five (45) consecutive minutes during the
35 workday four times a week. It is understood that the primary purpose of
36 this time is for individual preparation.

1 18.3.4 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 18.3.5 The District acknowledges the right of specialists to schedule planning
24 time flexibly within their work week.

25 18.3.6 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 18.3.7 Certificated building staff and their building administrators may decide
35 to adopt alternative class schedules which provide the preparation time
36 required by Section 18.4 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 18.3.8 The preparation time provided by this section shall be provided
2 proportionally to employees with less than 1.0 FTE contracts.

3 18.3.9 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 their prep time
12 is not pro-rated or “made up” at some other time that week. In order to
13 mitigate the impact of lost planning time, building schedules will be built
14 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 18.4 Certificated employees shall be assigned not more than an average of forty-five
24 (45) minutes per week for supervision.

25 18.5 Certificated employees who are required to travel between buildings shall be
26 provided adequate travel time in addition to a duty free lunch period.

27 18.6 Should the district choose to fill a 1.1 or 1.2 FTE position with one person, the
28 employee filling that position will be offered a supplemental contract. In no case
29 shall any employee be required to accept as assignment greater than 1.0 FTE.

30 **19.0 LEAVE REPLACEMENT CONTRACTS**

31 19.1 The District and Association are mutually interested in the retention of highly
32 qualified employees who have been working for the District on a leave
33 replacement contract basis.

34 19.2 The FTE on leave replacement contracts shall not exceed the FTE of employees
35 on leave.

- 1 19.3 Regardless of the funding source, no employee shall be employed on a leave
2 replacement contract of 0.6 FTE or greater that begins prior to February 1 for
3 more than three (3) consecutive contracts.
- 4 19.4 The District may choose to convert any highly qualified employee on a leave
5 replacement (limited term) contract to a provisional contract status if all of the
6 following conditions are met:
- 7 19.4.1 No current school employee on a continuing contract or any employee
8 returning from an approved leave of absence is being displaced by the
9 conversion of the leave replacement (limited term) contract employee.
- 10 19.4.2 The employee is being placed into a provisional contract position within
11 the same school(s) where the employee has been assigned as a leave
12 replacement (limited term) employee.
- 13 19.4.3 Input has been provided by building staff members in the SEA
14 bargaining unit through staff participation in the interview process prior
15 to the employee's hire on a leave replacement (limited term) contract.
16 For an employee hired without building staff participation in the
17 interview process, the principal will solicit input from the certificated
18 building staff members in the same grade level for elementary positions
19 or department for secondary positions.
- 20 19.4.4 For purposes of this particular section, SEA and the District agree to
21 waive Section 24.2.6 and Article 20.0 when converting a leave
22 replacement (limited term) contract to a provisional contract status.
- 23 19.5 Each leave replacement (limited term) employee will receive notice by March 31
24 as to whether or not their contract has been converted to provisional status or
25 retained for an additional year on leave replacement (limited term) status,
26 provided that the employee has worked at least ninety (90) days in the school year
27 as of March 31. Those leave replacement (limited term) employees who have
28 worked less than ninety (90) days by March 31 will receive notification of their
29 future contract status by May 15.
- 30 19.6 Leave replacement (limited term) employees who receive a satisfactory
31 evaluation and have not been converted to provisional contract status or retained
32 for an additional year on leave replacement (limited term) status will
33 automatically be placed in the pool of screened applicants for purposes of
34 consideration and interview by other administrators. While no additional
35 application forms or screening interviews will be required, leave replacement
36 (limited term) employees are encouraged to update their application file.
37 Unsuccessful applicants may request an exit interview to discuss future career
38 growth.

1 19.7 Performance concerns must be documented in writing (memo, observations,
2 and/or evaluation summary) to any leave replacement (limited term) employee
3 who receives an unsatisfactory evaluation.

4 **20.0 HIRING PROCESS**

5 20.1 The District recognizes the importance of hiring high quality certificated
6 personnel for our schools and the importance of staff involvement in the selection
7 process. SEA and the district share an interest in hiring and retaining staff that
8 reflect the diversity of our students and community.

9 20.2 Each year the Human Resources administrator will assess District staffing needs
10 and consult with the administrator(s) responsible for equity and family
11 engagement, District administrators, and the SEA President on the anticipated
12 areas of critical staffing need. Critical staffing needs shall be defined as those
13 positions in which there is anticipated to be a significant shortage of quality staff,
14 including racially or linguistically diverse, LGBTQ, and those who have been
15 historically underrepresented among Certificated Instructional staff, and those
16 which address Board/Superintendent priorities. In the areas of mutually agreed
17 critical need, an exception to the District's normal hiring practices guidelines shall
18 be granted to allow the Human Resources administrator or their designee to offer
19 conditional contracts, while in recruitment venues, for the purpose of securing
20 high quality staff to fill District critical staffing needs. Such exceptions to the
21 District's hiring practices shall not exceed 10% of the total open positions
22 annually as projected and provided to the SEA President by April 15, June 30 and
23 August 15.

24 20.3 Staff will have influence in the selection of personnel who will be working in
25 their school. Each worksite administrator and/or school principal will work
26 cooperatively with their staff to determine staff representation in the selection
27 process. When selecting specialists, e.g., music, counselors, SLP, School
28 Psychologists, TOSAs etc., every effort will be made to include a building-based
29 representative from that discipline in the selection process. The representative
30 from the specialty discipline is invited to participate in the selection process for
31 the purpose of sharing their technical expertise. To assist work sites and schools,
32 the District will solicit a pool of volunteer specialists, by discipline, who will
33 serve as needed in the selection process. Worksites and schools are also advised
34 to insure that they have staff representatives identified who are willing to serve in
35 the selection process during summer months or other vacation periods.

36 20.4 Interested and qualified retirees who wish to return to employment on a part-time
37 of full-time basis will be placed as out-of-district applicants. The District shall
38 report all hours worked by rehired retirees to the Department of Retirement
39 Systems. Retirement benefits may be suspended by the Department of Retirement
40 Systems in accordance with current state rules. All provisions of the District/SEA
41 collective bargaining agreement apply to retirees who are rehired.

21.0 SHARED CONTRACT

21.1 Shared contracts are defined as 1.0 elementary positions with two certificated employees assigned to one position. Shared contracts may occur either as a result of District staffing or when a written staff proposal has been approved. The responsibilities of a shared contract assignment shall be divided according to a plan developed by employees and approved by the District.

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

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

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

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

21.6 Shared contracts can be accommodated by extending leaves as described in 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.

1 22.2 Beginning teachers shall be assigned in accordance with regulations of the
2 Washington State Board of Education.

3 **23.0 DISTRICT-INITIATED INVOLUNTARY TRANSFERS**

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

6 23.1 Changes in staffing or program requirements:

7 23.1.1 In the event of a need for transfer of certificated staff due to a change in
8 staffing or program requirements, notification shall be made by the
9 District to the building administration. When staffing needs are known in
10 a specific program(s) area(s), certificated staff shall then be notified by
11 the building administration and requested to volunteer for consideration
12 for transfer. Volunteers shall be interviewed when specific staffing and
13 program needs are known.

14 23.1.2 In the event that no certificated staff volunteers and/or the individual
15 lacks specific qualifications for transfer, the building administration shall
16 recommend to the designated District administrator an individual(s) to be
17 considered for transfer.

18 23.1.3 Certificated staff being considered for transfer shall be interviewed by
19 the designated District administrator before the decision is made.

20 23.1.4 Certificated staff who are subject to transfer due to District needs shall
21 be transferred prior to implementation of employee requested
22 assignments.

23 23.1.5 Certificated staff being transferred shall be notified in writing at the
24 earliest possible time prior to the effective date of the transfer. In cases
25 of involuntary transfer, the certificated employee shall receive immediate
26 written notification from the District stating the specific reasons for
27 transfer. Certificated staff transferred after school commences shall be
28 provided with an amount of time for moving as mutually determined by
29 the certificated employee and the District. The District shall provide
30 moving assistance when requested by the certificated employee.

31 23.1.6 Notification shall be confidential until the employee has received the
32 written notice. The notification procedures shall be consistent from
33 building to building.

34 23.2 Problem-solving:

35 23.2.1 In rare circumstances not to exceed two instances in any year (defined
36 as September 1 – August 31 for this purpose), an employee may be
37 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 or Program Closure, District-Initiated Construction Related Moves, and Involuntary Transfers:

23.3.1 In the event of school or program closure, certificated employees from the closed building or program shall be offered a like position as vacancies occur in seniority order until a position has been accepted. For classroom teachers "like position" is defined as in the same grade band, i.e., K-2, 3-5, 6-8, 9-12, with every effort made to offer teachers placement at the same grade level as the current assignment. All current employees shall be assigned before any external hiring takes place. Other involuntary transfers shall be given first consideration for a placement in a like position.

23.3.2 In each instance that an employee is required to relocate out of or into a work space or classroom due to school closure, district-initiated construction related moves, and/or involuntary transfers, a stipend of \$150 will be provided to compensate for time spent packing and exiting the current workspace or preparing the new workspace. An additional stipend of \$150 will be provided to compensate for the additional time required to move the following instructional spaces: CTE labs, library, art, music, science labs, drama, special education and PE, as well as other mutually-agreed upon instructional spaces with extraordinarily fragile or bulky instructional materials. In addition, the District will provide additional help to assist with the move. The moving stipends in this section will be increased to \$200 after the 2017 bond projects are completed.

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 leave replacement 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 20.3.

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 leave replacement 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 their 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).

25.2 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. A conference may be requested by the employee regarding future professional growth.

26.0 EVALUATION

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

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

26.1.1.1 Long Form (Performance Cycle)

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

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

26.1.1.2 Personal Professional Growth Option (PPG - Growth Cycle)

26.1.1.2.1 The Personal Professional Growth (PPG) option is voluntary, with administrator's concurrence, and can

1 be utilized for up to three (3) years out of every four
2 (4) years after an employee has met the initial long
3 form requirements.

4 26.1.1.2.2 Under the Professional Growth (PPG) option, the
5 employee develops professional growth goals (and
6 optional personal goals) that support student learning
7 and are reviewed with the administrator for support
8 and assistance. Periodically the employee meets
9 with the administrator to review progress towards
10 growth goals. At the end of the annual growth cycle,
11 the employee retains all information used in the
12 growth cycle and the administrator completes a
13 verification of the employee's completion of the
14 annual growth cycle. No information obtained
15 through the growth cycle can be referenced in
16 subsequent long form evaluations.

17 26.1.2 Criteria For Evaluation

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

23 26.1.2.1 Evaluation Criteria for Teacher

- 24 a. Instructional Skill
25 b. Classroom Management
26 c. Professional Preparation and Scholarship
27 d. Effort toward improvement when needed
28 e. The handling of student discipline and attendant problems
29 f. Interest in teaching pupils
30 g. Knowledge of subject matter
31 h. Interpersonal Relations
32

33 26.1.2.2 Evaluation Criteria for Certificated Support Staff (ESA
34 certificated)

- 35 a. Knowledge and Scholarship in special field
36 b. Specialized skills
37 c. Management of special and technical environment
38 d. Professionalism
39 e. Involvement in assisting pupils, parents, and educational
40 personnel
41 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 their first two years of employment.

- 1 26.2.3 An experienced District employee once every four years.
- 2 26.2.4 An experienced District employee who chooses the Performance Cycle.
- 3 26.2.5 An employee in the Growth Cycle who is assessed to have performance
4 difficulties.
- 5 26.2.6 Orientation Conference. Prior to October 1, the evaluator will meet (in
6 appropriate groups) with all of their staff on the Performance Cycle to
7 discuss the process and evaluative criteria of the performance cycle
8 including the right to request representation at any step in the process.
- 9 26.2.7 Requirement of Two (2) Observations
- 10 26.2.7.1 First Required Observation. The first observation will be for
11 one (1) class period of not less than thirty (30) minutes in length
12 and must comply with the following procedural requirements.
- 13 26.2.7.1.1 The first observation must occur within the first 90
14 calendar days of the student year for staff during
15 their first two years in Washington State and for all
16 staff during their first year with the District. For all
17 others, the first observation must occur within the
18 first 120 calendar days of the student year.
- 19 26.2.7.1.2 The first observation will be scheduled and preceded
20 by a pre-observation conference.
- 21 26.2.7.1.3 The observation will be at least 30 minutes or one
22 period in length.
- 23 26.2.7.1.4 The observation will be documented on a
24 Performance Cycle Observation Report form using
25 either Appendix O, Form A-1 [narrative form] or
26 Form B [checklist form]. For staff with an ESA
27 certificate [educational support] use Appendix O,
28 Form A-2.
- 29 26.2.7.1.5 Notes that include classroom interactions between
30 teacher and students will be included on the
31 Performance Cycle Observation Report form or
32 attached.
- 33 26.2.7.1.6 The observation will be followed by a post-
34 conference within 10 days of the observation. At the
35 post-conference, the Observation Report form will
36 be discussed, supplemented if appropriate, and
37 signed. The staff member will receive a copy of the

1 Observation Report form, together with evaluator's
2 notes and any relevant memos will be attached.

3 26.2.7.1.8 If performance deficiencies were observed, the
4 evaluator will provide a written summary of the
5 post-observation conference to the employee within
6 ten (10) workdays of the post-observation
7 conference.

8 26.2.7.1.9 Signature does not imply agreement, and the
9 employee has the right to submit a written rebuttal.

10 26.2.7.2 Second Required Observation: The second observation will be
11 for one (1) class period of not less than thirty (30) minutes in
12 length and must comply with the following procedural
13 requirements.

14 26.2.7.2.1 The second observation may be scheduled or
15 unscheduled.

16 26.2.7.2.2 If scheduled, the second observation must be
17 preceded with a pre-observation conference.

18 26.2.7.2.3 The observation will be documented on Performance
19 Cycle Observation Report form, using either
20 Appendix O, Form A-1 or Form B. For staff with an
21 ESA certificate, use Appendix O, Form A-2.

22 26.2.7.2.4 Notes, which include classroom interactions between
23 teacher and students, will be included on the
24 Performance Cycle Observation Report form or
25 attached.

26 26.2.7.2.5 The observation will be followed by a post-
27 observation conference within 10 days of the
28 observation. Again, the Observation Report form
29 will be reviewed and signed. The staff member will
30 receive a copy of the Observation Report form, with
31 any notes or relevant memos attached.

32 26.2.7.2.6 If performance deficiencies were observed, the
33 evaluator will provide a written summary of the
34 post-observation conference to the employee within
35 ten (10) workdays of the post-observation
36 conference.

37 26.2.7.2.7 Signature does not imply agreement, and the
38 employee has the right to submit a written rebuttal.

1 26.2.8 Annual Performance Summary. Each employee on the Performance
2 Cycle will receive a written Annual Performance Summary on or before
3 June 1 of each year. The purpose of the Annual Performance Summary
4 is to (a) document that an employee has met the Evaluative Criteria, or
5 (b) document performance concerns and communicate that information
6 to the employee. The Annual Performance Summary must comply with
7 the following procedural requirements. A year-end summary will be
8 written by the evaluator using Appendix O, Form D – Performance
9 Cycle Annual Performance Summary Form. The evaluator is requested
10 to rate the employee as "Satisfactory" or "Unsatisfactory". Upon
11 request, the employee may be accompanied by an Association
12 representative at any stage of the process.

13 26.2.8.1 All Observation Report forms will be attached to the Annual
14 Performance Summary form.

15 26.2.8.2 The evaluator shall discuss with the employee the information
16 included in the Annual Performance Summary form.

17 26.2.8.3 The employee will review the evaluation and sign a copy of the
18 completed form within five (5) days.

19 26.2.8.4 The signature of the certificated employee does not necessarily
20 imply that the employee agrees with the content of the
21 evaluation. The signed copy will be included in the employee's
22 Personnel File.

23 26.2.8.5 A rebuttal statement prepared by the employee can be submitted
24 to Human Resources within sixty (60) days of receiving the
25 evaluation. The rebuttal will be attached to the evaluation in the
26 employee's personnel file.

27 26.3 Personal Professional Growth (PPG) Cycle – Process And Requirements

28 26.3.1 Eligibility. Participation in the Personal Professional Growth Cycle
29 (PPG/Pro-Growth cycle) is voluntary.

30 26.3.1.1 For employees at the beginning of their certificated career, four
31 (4) consecutive years of "Satisfactory" evaluations on the
32 performance cycle are required to be eligible for Pro-Growth.

33 26.3.1.2 For experienced employees who are new to Shoreline, two (2)
34 consecutive years of "Satisfactory" evaluations under a
35 Performance Cycle as a Shoreline employee, are required to be
36 eligible for Pro-Growth.

37 26.3.1.3 For eligible employees, the Personal Professional Growth
38 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

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

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

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

26.3.3 Design of Personal Professional Growth Plan

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

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

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

- a. Peer review and evaluation;
- b. Input by parents;

- c. Input by students;
- d. Personal and/or professional goals;
- e. School district goals;
- f. Building goals;
- g. Self-assessment;
- h. Personal academic records; and/or
- i. School district evaluations.

26.3.3.3 No later than October 10th of the first year, the principal/supervisor will meet with the employee to discuss the initial Personal Professional Growth Plan and how it supports student learning. The principal/supervisor will review the Personal Professional Growth Plan and make any recommendations that will be of assistance to the employee. The employee has the right to accept or reject the suggestion(s). The employee will record the final plan on the Planning Work Sheet (Appendix O, Form E). This meeting will be documented on the Annual Professional Growth Cycle Record (Appendix O, Form F).

26.3.3.4 If an employee is transferred to another building or program after developing the growth plan, the employee will remain in the Personal Professional Growth Plan until the Growth Cycle is completed.

26.3.4 Implementation of the Personal Professional Growth Program

26.3.4.1 To achieve the employee's Personal Professional goals, the employee shall have the opportunity to experiment, research, or explore new directions in a supportive environment. Risk-taking and collaborative interaction in an atmosphere of trust and respect are encouraged.

26.3.4.2 Each employee on this option is expected to pursue the Personal Professional Growth Plan as outlined with modifications if necessary.

26.3.4.3 The employee is responsible for evaluating his/her progress towards the goal(s).

26.3.4.4 Prior to March 1 of each year, the principal/supervisor will meet with the employee to discuss progress made toward achieving the established Plan. This will be informational, not evaluative. This meeting will be documented on the Annual Professional Growth Cycle Record (Appendix O, Form F).

1 26.3.4.5 By June 1, the employee will self-evaluate the Personal
2 Professional Growth Plan and the principal/supervisor will meet
3 with the employee to discuss progress made towards attainment
4 of the Plan goals. This meeting will be documented on the
5 Annual Professional Growth Cycle Record (Appendix O, Form
6 F).

7 26.3.4.6 The Personal Professional Growth Plan and any materials/
8 information resulting from the Plan shall not be retained in the
9 employee's personnel file or used in any evaluation. Records,
10 data, portfolios and other materials resulting from the
11 development and implementation of the plan are the sole
12 property of the employee. Employees may request that a copy
13 of their PPG plan be placed in their personnel file.

14 26.3.4.7 At any time during the school year, the employee may choose to
15 return to the Performance Cycle.

16 26.3.5 Observation and Evaluation – Personal Professional Growth Cycle

17 26.3.5.1 Thirty (30) minutes of observation shall be required each year.
18 The thirty (30) minutes of required observation may be non-
19 continuous.

20 26.3.5.2 By June 1 of each year, the employee shall meet with their
21 evaluator to sign the Annual Professional Growth Cycle Record
22 (Appendix O, Form F).

23 26.3.6 Return to Performance Cycle

24 26.3.6.1 An employee on the Growth Cycle for three (3) consecutive
25 years will automatically be returned to the Performance Cycle
26 on the fourth (4) year.

27 26.3.6.2 An employee may also be returned to the Performance Cycle if
28 the supervisor believes that the employee is experiencing
29 difficulties in the performance of their professional
30 responsibilities. In this situation, the supervisor and employee
31 are expected to meet about the performance concerns. Upon
32 request, the employee may be accompanied by an Association
33 representative at the meeting. A summary of the meeting will
34 be provided by the supervisor to the employee within ten (10)
35 working days after the meeting. Within thirty (30) days of the
36 meeting, the supervisor will notify the employee regarding
37 whether the concern has been resolved to the supervisor's
38 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, they 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, they will be returned to the Performance evaluation cycle the following year. Exceptions for extenuating circumstances shall be granted by mutual agreement of the District's professional development administrator and the SEA President.

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

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

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

26.4.3 Voluntary Plan of Assistance. If statutory timelines permit, a voluntary plan of assistance can be developed with the employee. The employee will be afforded the opportunity to participate in the development of the

Plan of Improvement (Appendix O, Form G). This process is for assistance, not probation. A voluntary plan of assistance will include areas identified as needing improvement, a timeline for improvement, resources to be provided to assist the employee and a method for assessing progress toward improvement. The presence or absence of a plan of assistance shall not interfere with or prevent the District from placing an employee on probation under statutory procedures.

26.4.4 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, 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, Instructional Coaches and Librarians) 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.

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

7 26a.6.1 A comprehensive evaluation must be completed for:

- 8 a. Classroom teachers who are provisional employees;
9 b. Any classroom teacher who received a summative evaluation
10 performance rating of Unsatisfactory or Basic in either of the
11 previous two school years; and
12 c. All other classroom teachers at least once every six years.
13

14 26a.6.2 All other teachers are eligible to be on a focused evaluation.
15

16 26a.6.3 A classroom teacher may be transferred from a focused evaluation to a
17 comprehensive evaluation at the request of the teacher, or at the
18 direction of the teacher's evaluator. Such request or direction must be
19 received prior to the Progress Review described in Section 26a.10.
20 When the evaluator directs a transfer from a focused evaluation to a
21 comprehensive evaluation, the teacher shall be provided written notice
22 which includes a rationale for the decision. A mid-year transfer from
23 focused to comprehensive evaluation must take place prior to
24 December 15. When a teacher is transferred from a focused evaluation
25 to a comprehensive evaluation, all of the procedures of the
26 comprehensive evaluation must be completed. A list of all teachers
27 who have been transferred from a focused to a comprehensive
28 evaluation mid-year will be provided to the Association no later than
29 January 15th.
30

31 26a.7 Goal Setting.
32

33 26a.7.1 In the comprehensive evaluation system teachers will write:

- 34 a. three student growth goals, one each related to components SG 3.1,
35 SG 6.1, SG 8.1, respectively.
36

37 26a.7.2 In the focused evaluation system teachers will write:
38

- 39 a. one student growth goal chosen as follows:
40 i. If Criterion 3, 6 or 8 is chosen for the focused evaluation, the
41 student growth goal will relate to 3.1, 6.1 or 8.1, respectively:
42 and
43 ii. If Criterion 1, 2, 4, 5, or 7 is chosen, either 3.1 or 6.1 will be
44 selected.
45
46

1 26a.7.3 Self-Assessment and Professional Growth Activities. After the
2 summative conference of the previous school year and prior to the end
3 of September, each teacher will reflect on their practice, complete a
4 self-assessment of their professional practice under the adopted
5 instructional framework and identify professional growth activities in a
6 format approved by the District and Association. A self-assessment of
7 all criteria and components will be done in the eVAL tool and shared
8 with the evaluator.
9

10 26a.7.4 Student Growth Goal. Each teacher will combine their self-assessment
11 with district and building initiatives and student information as the
12 foundation for writing student growth goals. The goal setting
13 document must be completed and submitted to the evaluator prior to
14 the goal setting conference, and no later than November 1. Time will
15 be provided for goal setting during an early release day designated as
16 administrative time, prior to the end of October.
17

18 26a.7.5 Student growth data will be taken from multiple sources identified by
19 the teacher, and must be appropriate and relevant to the teacher's
20 assignment. Student growth data may include formative and
21 summative assessment data. Student achievement data used to
22 calculate a teacher's student growth criterion score must measure
23 growth between two points in time during which the teacher is
24 instructing the same class of students or subgroup of students.
25

26 26a.7.6 Goal Setting Conference. The evaluator will review the teacher's
27 goals in advance of a goal setting conference and schedule a
28 conference date with the teacher. The evaluator and teacher will meet
29 to collaboratively discuss and the evaluator will provide feedback on
30 the teacher's written goals. This goal setting conference may be
31 combined with another conference when appropriate and/or necessary.
32

33 26a.8 Comprehensive Evaluation: Evidence Collection Throughout the Year 34

35 26a.8.1 If both the teacher and evaluator agree on the score for a component,
36 no additional evidence is required to be submitted for that component.
37 If there is a disagreement, it is the responsibility of the teacher or
38 evaluator to provide evidence to modify the component rating.
39

40 26a.8.2 Throughout the school year, both the teacher and the evaluator may
41 contribute evidence to the overall assessment of professional
42 performance in all four Domains of the Danielson Framework.
43 Evidence is observed practice, products or results of the teacher's
44 work that demonstrates knowledge and skills of the educator with
45 respect to the four-level rating system. Such evidence may include
46 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. If any deficiencies are noted, the supervisor shall offer timely feedback and resources to promote professional growth. A conference shall take place if either party requests it, to discuss evidence and opportunities for growth.

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

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

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

26a.9 Comprehensive Evaluation: Observations

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

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

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

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

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

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

26a.9.2 Scheduled observations shall include:

- a. Completion of pre-observation conference questions;
- b. A pre-observation conference;
- c. Observation of professional practice (including coding of evidence);
- 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.

1 26a.10 Comprehensive Evaluation: Progress Review. For comprehensive evaluations,
2 the teacher and evaluator will meet on or before the last day of February to review
3 the teacher's progress toward the goals and document the domains and
4 components for which additional evidence needs to be gathered. This meeting
5 could be combined with another conference.
6

7 26a.11 Comprehensive Evaluation: Student Growth Conference. Prior to the completion
8 of the summative scoring, the teacher and evaluator will meet to discuss the
9 outcomes of the student growth goals. Together, the teacher and evaluator discuss
10 evidence and a final summative score for student growth (SG 3.2 and SG 6.2).
11 This meeting could be combined with another conference.
12

13 26a.12 Comprehensive Evaluation: Summative Conference and Criterion Rating. An
14 annual evaluation conference shall be completed at least two weeks prior to the
15 end of each school year. At the conference, each criterion shall be rated
16 collaboratively based on the components in that criterion using a preponderance
17 of the evidence. This analysis will be based on a holistic assessment of the
18 teacher's performance and each component shall have the same relative weight as
19 other components within the same criteria. If there is a dispute between the
20 evaluator and the employee regarding the rating, the parties shall have an
21 opportunity to submit additional evidence. The final decision is the responsibility
22 of the evaluator. For additional scoring resources, see Appendix P, Teacher
23 Evaluation: How to Score. If edits are made to the video referenced above, both
24 parties will approve those edits prior to the link being updated as Appendix P.
25

26 26a.13 Comprehensive Evaluation: Overall Summative Performance Rating. A
27 classroom teacher shall receive a summative performance rating for each of the
28 eight (8) state evaluation criteria. The overall summative score is determined by
29 totaling the eight (8) criterion-level scores as follows:
30

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

31
32 26a.14 Comprehensive Evaluation: Student Growth Measures
33

34 26a.14.1 Embedded in the instructional framework are five (5) components
35 designated as student growth components. These components are
36 embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. For a
37 comprehensive evaluation, evaluators add up the raw score on these
38 components and the employee is given a score of low, average or high
39 based on the scores below:
40
41

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.

26a.15 Comprehensive Evaluation: Final Report. An annual evaluation report shall be completed prior to the end of each school year. The final report shall include a score for each criterion (not components), a student growth score and an overall summative performance rating. The final report will identify the recommended evaluation process for the following year (focused or comprehensive). The teacher and evaluator will each sign a copy of the report which will be included in the teacher’s personnel report. The teacher shall have the opportunity to submit and attach any additional comments to the final record of the evaluation. A list of all teachers who have been assigned a final summative score of “Basic” or “Unsatisfactory”, as well as any teachers whose supervisors have recommended an off-cycle move from focused to comprehensive, will be provided to the Association no later than the last day of school.

26a.16 Focused Evaluation. A focused evaluation includes an assessment of one of the eight criteria selected for a performance rating plus professional growth activities specifically linked to the selected criteria. The selected criteria must be approved by the teacher's evaluator and may have been identified in a previous comprehensive evaluation as benefiting from additional attention. The criteria may be identified during the summative conference of the previous school year but must be finalized prior to the end of September. In order to facilitate the collaborative conversations and professional growth inherent in the focused evaluation cycle, no evidence shall be scored. In lieu of scoring, throughout the year, the teacher and the evaluator will discuss the evidence to promote professional growth. A group of teachers may, but shall not be required to, focus on the same evaluation criteria and share professional growth activities. The procedures for participating in a focused evaluation shall be the same as described in the procedures for participating in a comprehensive evaluation except as noted below:

- a. Self-Assessment: The same as Section 26a.7.3
- b. Goal Setting: The same as Section 26a.7 except if criterion 3, 6 or 8 is selected for the focused evaluation, the teacher shall set a student growth goal for SG-3.1, SG-6.1 or SG-8.1 respectively. If criterion 1, 2, 4, 5, or 7 is selected, the teacher shall choose to set a goal for SG-3.1 or SG-6.1.
- c. Goal Setting Conference: The same as Section 26a.7.6.
- d. Evidence Collection Throughout the Year: The same as Section 26a.8.
- e. Observations: The same as Section 26a.9 except a scheduled observation with the full five-step cycle is not required.
- f. Progress Review: The same as Section 26a.10.
- g. Student Growth Conference: The same as Section 26a.11.
- h. Summative Evaluation Conference and Criterion Rating: The same as Section 26a.12.
- i. Overall Summative Performance Rating: A summative score is assigned using the summative score from the most recent comprehensive evaluation. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a Distinguished score may be earned.
- j. Student Growth Measures: The same as Section 26a.14 except:
 - i. The focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6 or 8 are selected, evaluators will use those student growth rubrics. If criterion 1, 2, 4, 5, or 7 is selected, evaluators will use criterion 3 or 6 student growth rubrics, as selected by the teacher.
 - ii. If a teacher receives a student growth score of "1" in any of the rubric rows, the teacher and evaluator will mutually agree to engage in one of the student growth inquiries required by law (WAC 392-191A-100).
- k. Final Report: The same as Section 26a.15 except a separate student growth score is not recorded.

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

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

26a.18 Voluntary Plan of Assistance. If statutory timelines permit, a voluntary plan of assistance can be developed with the employee. The employee will be afforded the opportunity to participate in the development of the Plan of Improvement (Appendix

O, Form G). This process is for assistance, not probation. A voluntary plan of assistance will include areas identified as needing improvement, a timeline for improvement, resources to be provided to assist the employee and a method for assessing progress toward improvement. The presence or absence of a plan of assistance shall not interfere with or prevent the District from placing an employee on probation under statutory procedures.

26a.19 Teachers with a Basic Rating. A teacher with a final summative performance rating of Basic shall participate in a comprehensive evaluation for the succeeding two school years. Prior to September 15, the teacher shall be offered support from the following list of options, in writing:

- a. Opportunities to observe proficient/distinguished teachers based on areas of needed growth.
- b. One-on-one time with instructional TOSA to talk about instructional strategies for that content area, if applicable.
- c. Expert teacher to model proficient/distinguished instruction in areas of growth in struggling teacher's classroom.
- d. Professional development.
- e. Non-evaluative administrator to observe and provide feedback.
- f. Colleague/TOSA/non-evaluative administrator to provide a structured opportunity for struggling teacher to self-assess.
- g. Assignment of a mentor teacher, as provided in Section 56.6, no later than two weeks after completion of the first scheduled observation cycle.
- h. Up to two (2) days of release time in addition to the resource identified in Section 29.1, for release of the teacher with the "Basic" rating to observe, debrief and reflect with other identified teachers with expertise. Priority should be given to observation of colleagues who have been identified as "Proficient" or "Distinguished" in growth areas for the teacher with the "Basic" rating.
- i. TeachScape, or other substantive training as mutually agreed by the District 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. When offered the supports above, each teacher shall sign the Non-Supervisory Certificated Staff – Evaluation Support Form, indicating awareness of the support options and documenting which options they accept. 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.

1 26a.21 Probation. Provisions for probation shall continue to be in accordance with Section
2 26.4 and Article 28 of the SEA collective bargaining agreement. Under RCW
3 28A.405.100, the following summative evaluation performance ratings mean a
4 classroom teacher's work is not judged satisfactory and will result in probation:
5

- 6 a. Unsatisfactory (Level 1); or
7 b. Basic (Level 2) if the classroom teacher is a continuing contract employee
8 with more than five years of teaching experience and if the Basic (Level 2)
9 summative evaluation performance rating has been received for two
10 consecutive years or for two years within a consecutive three-year time
11 period.
12

13 26a.22 Notification of Probationary Status. When a probationary status is the outcome of a
14 final summative evaluation performance rating as described in either a. or b. above,
15 the teacher shall be notified of the probation in writing and in accordance with State
16 law.
17

18 26a.23 Probationary Plan. The probationary plan shall commence after October 15th.
19 Probationary plans will address areas of growth relative to the Danielson framework.
20 Such plans shall clearly indicate the necessary progress required for the teacher to be
21 removed from the probationary plan, and how success will be measured. Any teacher
22 on a probationary plan who is assigned a proficient summative score shall be
23 removed from the plan. For teachers with five years or less experience, removal from
24 the probationary plan may be triggered by achievement of a "Basic" rating.
25

26 26a.24 Timelines. Timelines within these procedures may be extended by the documented
27 mutual agreement of the employee and evaluator.
28

29 26a.25 Privacy. Disclosure of teacher evaluation results that include teacher names shall be
30 released only as requested by the teacher or as required by law.
31

32 **27.0 ADMINISTRATIVE DISCIPLINE**

33 27.1 The District and the Association agree to support a practice of administrative
34 discipline when such action is required to maintain professional standards as
35 established by this Agreement and District policy. When administrative discipline is
36 required, fairness and respect for the individual receiving the discipline shall be the
37 standard of application.

38 27.2 An oral reprimand shall be based upon just and sufficient cause and made in
39 confidence to the employee by the administrator.

40 27.3 Disciplinary action shall be based upon just and sufficient cause with a written
41 communication to the certificated employee.

42 27.3.1 Inherent in the concept of "just and sufficient cause" is the principle that
43 allegations of misconduct should be addressed in a timely manner. Any

1 action upon or reference to matters known by an employer for three (3) years
2 or more and not previously addressed is not considered timely.

3 27.3.2 Also inherent in the concept of “just and sufficient cause” is the principle of
4 double jeopardy. An employee shall not be subject to corrective action more
5 than once for the same act of misconduct.

6 27.3.3 Also inherent in the concept of “just and sufficient cause” is the principle of
7 fair notice. An employee who has been directed, warned or disciplined in
8 writing about their conduct should be presumed to have fair notice about not
9 engaging in similar conduct in the future, regardless of whether such notice
10 occurred more than three (3) years earlier. The parties recognize that cultural
11 mores and related standards of behavior may change over time.

12 27.3.4 Also inherent in the concept of “just and sufficient cause” is the principle of
13 progressive discipline. An employee should be subject to a more serious
14 corrective action when the employee repeats the same or similar type of
15 misconduct, or when an employee engages in different types of misconduct
16 within a short period of time such as three (3) years.

17 27.4 If an administrator calls an employee into a meeting for the specific purpose of
18 administering formal discipline, the employee shall be informed of the purpose prior
19 to the meeting.

20 27.5 Employees shall have the right to have a representative of the Association present
21 when being formally disciplined by any member of the administration.

22 27.6 Guidelines For Administrative Leave. The following provisions are guidelines only,
23 and the District reserves the right to make appropriate modifications in a case with
24 unusual circumstances.

25 27.6.1. Purpose of Administrative Leave. The administrative leave that is the
26 subject of this section is an employer-directed removal from the workplace
27 for an indefinite period of time. The purpose of administrative leave is to
28 remove an employee from the workplace during the pendency of an
29 investigation and/or until discipline is imposed. In general, it is used when
30 the District believes the employee’s continued presence in the workplace
31 could threaten or endanger children, self, or others, disrupt the educational or
32 work environment, or interfere with an investigation. We recognize that the
33 term “administrative leave” can also apply to a non-disciplinary paid leave,
34 mutually agreed between the District and the employee/SEA, for reasons
35 other than the investigation of misconduct, and that such administrative
36 leave is outside the scope of these guidelines.

37 27.6.2. Conduct Meriting Administrative Leave. The District’s intent is to use
38 administrative leave in limited circumstances. The allegations of
39 misconduct should involve action or behavior that endangers or threatens

1 staff or students such as assault, sexual behavior, threats to self or others,
2 abuse, drug or alcohol use, or conduct that directly or indirectly endangers
3 students or staff or has the potential to disrupt the educational or work
4 environment or interfere with an investigation.

5 27.6.3. Making the Administrative Leave Decision. The District believes that
6 administrative leaves must be administered consistently and centrally. The
7 decision to place an employee on administrative leave will be made by the
8 Director of Human Resources (or their designee if the Director is
9 unavailable) in consultation with the Superintendent or designee. Principals
10 have been advised that if they have someone they think should be on
11 administrative leave, they should contact the HR Director. In an emergency
12 situation, principals have the authority to send an employee home for the
13 remainder of the day and, in such cases, shall be required to immediately
14 notify the HR Director. When the HR Director receives notice of a potential
15 leave situation, they will, to the extent possible, request a written summary
16 of the incident from the relevant building administrator, confer with the
17 principal and obtain their recommendation as to whether leave is warranted,
18 and review the allegations. If time and circumstances permit, the HR
19 Director will talk to the complaining witness(es) and the employee (with the
20 employee being advised of the right to have an Association representative
21 present) and attempt to make a preliminary determination of the credibility
22 of the allegations before placing the employee on leave.

23 27.6.4. Administrative Leave Not Disciplinary. Administrative leave is not
24 considered by the District to be disciplinary. The employee is paid while on
25 leave and retains all legal and contractual rights to contest any discipline that
26 might ultimately be imposed. SEA's view is that administrative leave may
27 constitute a disciplinary action.

28 27.6.5. Notice To Employee. When an employee is put on administrative leave, the
29 District will at that time let the employee know the nature of the
30 allegation(s). This will be done in writing and/or in person. The District
31 will copy SEA on the written notice and allow SEA to accompany the
32 employee to any meeting with District personnel regarding such leave. The
33 District will provide as much detail as it can without impairing or
34 compromising the investigation.

35 27.6.6. Employee Rights While On Leave. At the time the employee is placed on
36 administrative leave, the District will provide the employee with information
37 on administrative leave and how it works, let employees know they can seek
38 representation from the Association, that they can access the District's
39 Employee Assistance Program to deal with stress, or other emotional/mental
40 health concerns, and what the procedure is for getting access to the
41 employee's personal belongings.

1 27.6.7. Investigation Protocol. The District will make every effort to begin the
2 investigation as quickly as possible after placing the employee on leave.
3 Interviewees will be advised that they are obligated to cooperate with an
4 investigation and are expected to refrain from sharing their testimony with
5 other employees, students, or parents while the investigation is pending.
6 Interviewees will be advised that their statements are subject to disclosure
7 requests to the Association for the purpose of the Association representing
8 the employee on administrative leave. In addition, their statements are
9 subject to requests under the Washington Public Records Act following
10 conclusion of the investigation. The District's intention is to engage
11 sufficient investigatory resources to begin and complete investigations in a
12 timely fashion. SEA-represented employees interviewed as witnesses will
13 be contacted directly and, when possible, allowed to schedule their interview
14 at a time and location convenient to them, and may have representation or
15 assistance by a person of their choice present in the interview. In all
16 interviews, the investigator will identify him or herself and the purpose of
17 the interview.

18 27.6.8. Restrictions On Access To Buildings and Staff Members. Employees on
19 administrative leave will usually be asked to refrain from returning to their
20 building during the period of their leave or communicating with staff,
21 students, or parents about the allegation(s) or investigation. If an employee
22 needs to get personal or professional belongings from the building while the
23 investigation is in progress, appropriate arrangements can be made through
24 the HR Department. Arrangements for lesson planning discussions with
25 substitute will be made through the building principal. These restrictions on
26 contact are not intended to prevent an employee on administrative leave
27 from maintaining preexisting personal relationships with fellow staff
28 members.

29 27.6.9. Early Return From Administrative Leave. Leave does not have to last until
30 completion of the investigation or until discipline is imposed. If the
31 investigation reveals that the employee's presence in the workplace will not
32 threaten or endanger children, self, or others, disrupt the educational or work
33 environment, or interfere with the investigation, the employee may be
34 brought back from administrative leave. This can occur regardless of
35 whether the investigation has been completed or discipline is ultimately
36 imposed.

37 27.6.10. Status Reports To SEA. Upon request, the Director of Human Resources
38 will provide the Association with a status report concerning the SEA
39 represented employees on administrative leave.

40 **28.0 PROBATION**

41 28.1 A certificated employee may be placed upon probationary status in accordance with
42 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 O, 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 their 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. If the employee elects to pursue professional development outside of the contract day in lieu of hiring a substitute, with pre-approval of the administrator the allocation may be used to provide individual compensation, to be paid at the cert hourly rate. See also Section 32.20 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 63.0 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 Teaching and Learning Department.

1 29.2 In-District Teacher Exchanges. Teachers may, with consent of the building
2 administrators, exchange their regularly assigned positions for a duration of time
3 mutually agreed by the participating teachers and building administrators.

4 29.3 Professional Learning Committee

5 29.3.1 A District Professional Learning Committee shall be established for the
6 purpose of providing the District with input and recommendations to best
7 support the Shoreline Public Schools Instructional Strategic Plan.

8 29.3.2 The committee shall consist of no fewer than twelve (12) members, equally
9 appointed by the District and Association, and will be jointly facilitated.
10 Committee members shall be expected to understand and represent the
11 interests of stakeholders who work and learn across multiple subjects, grade
12 levels, and school buildings, and will be expected to communicate their
13 work to that broader audience.

14 29.3.3 The committee shall provide ongoing recommendations to the District for
15 professional development for certificated employees consistent with District
16 needs and resources and the Instructional Strategic Plan.

17 29.3.4 The committee shall set its own schedule of meetings, while making every
18 effort to minimize the necessity of providing substitutes for committee
19 members. The District will pay the cost of substitutes to provide mutually
20 agreed release time to SEA members serving on the committee to attend
21 committee meetings during the regular school day. Any additional expenses
22 of the committee shall be discussed in advance with cost-sharing determined
23 upon mutual agreement.

24 29.4 Retraining

25 29.4.1 The District and the Association agree to meet and confer in determining
26 future instructional program needs and assist in the communication of
27 retraining opportunities to staff.

28 29.4.2 Retraining, based upon an approved plan, may include, but is not limited to,
29 summer school programs, college/university or District-approved
30 professional in-service programs.

31 29.4.3 All retraining shall be voluntary on the part of the certificated staff.

32 29.4.4 The District shall offer training to assist teachers in working with high
33 impact students and for inclusion of special education students.

34 29.5 Courses for which the registration tuition or time is paid for by the District will be
35 used for advancement on the salary schedule.

1 29.6 Curriculum, Assessments and Instructional Programs

2 29.6.1 Sufficient materials, time and professional development will be provided to
3 teachers for the successful implementation and teaching of any new or
4 updated adoptions including, but not limited to, curriculum, assessments
5 and/or instructional programs (including intervention programs). A
6 comprehensive district-wide curriculum adoption (e.g. Math, Reading,
7 Writing) may need a multi-year roll-out in order to prepare and support
8 certificated staff in the new curriculum, assessment, and/or instructional
9 programs. Implementation expectations during a multi-year roll-out will not
10 exceed the materials and training that the District has provided at any given
11 time. Professional development shall be offered prior to the implementation
12 of new curriculum, standards, or reporting requirements.

13 29.6.2 Non-supervisory certificated staff shall be involved in all new and updated
14 adoptions of instructional materials in accordance with existing District policy
15 and state law.

16 29.6.3 Regular and ongoing labor/management meetings are an appropriate forum to
17 discuss workload implications of any new or updated adoptions in curriculum,
18 assessments, and/or instructional programs.

19 29.7 Building-Based Instructional Coaches

20 29.7.1 As a component of Shoreline's professional development program,
21 instructional coaches are certificated teachers who serve as a building-based
22 resource for supporting teachers in improving instructional practice to
23 accelerate learning for all students.

24 29.7.2 Cascade K-8 and each elementary school shall be assigned a .5 FTE
25 instructional coach, and the Early Childhood Education (ECE) program shall
26 be assigned a .2 FTE instructional coach. Each middle school shall be
27 assigned a 1.0 FTE instructional coach and each high school shall be
28 assigned a 1.0 FTE instructional coach.

29 29.7.3 Instructional coaches shall not be used to gather evidence or make
30 judgments for performance evaluations. Instructional coaches who are
31 administrative interns shall not participate in evaluating any SEA-
32 represented staff. Administrative interns who are also instructional coaches
33 may learn evaluation techniques in another building with the consent of the
34 SEA-represented member being observed.

35 29.7.4 Each instructional coach shall be contracted for five (5) additional 8-hour
36 days beyond the certificated employee's contract year, compensated on a per
37 diem basis on a supplemental contract. These days shall be scheduled by
38 mutual agreement between the instructional coach and the building
39 administrator.

1 29.7.5 Each instructional coach shall be provided \$500.00 training funds, annually,
2 to be used for professional development.

3 29.7.6 Throughout the duration of each school year, instructional coaches shall be
4 provided the opportunity to attend department meetings on a monthly basis.
5 Such meetings shall be scheduled during the regular workday, and shall
6 allow for cross-building training and communication as requested and
7 designed by the instructional coaches.

8 29.7.7 To ensure instructional coaches maintain the skills and expertise necessary
9 to provide high quality support for teachers, the District will reassign
10 instructional coaches to classroom teaching assignments once every three
11 years, with the option at the District's discretion to wait until a fourth year if
12 circumstances warrant. In such cases that a classroom teaching position is
13 not available in the building in which the instructional coach is assigned, the
14 reassignment may be deferred to a subsequent school year when a position
15 opens, at which time the instructional coach will be reassigned. Alternately,
16 the instructional coach may request and will be transferred to another
17 building after four years in the instructional coach assignment.

18 29.8 Teachers on Special Assignment (TOSA)

19 29.8.1 A teacher on special assignment (TOSA) is a non-supervisory certificated
20 employee who is assigned for all or a portion of their contract to provide
21 instructional support and specialized expertise to the District's certificated
22 employees.
23

24 29.8.2 The District will outline the duties and responsibilities of each TOSA
25 position prior to hiring any employee, and will amend the job description in
26 consultation with the Association if the expectations change. TOSAs shall be
27 selected using the regular hiring process. The Parties acknowledge all non-
28 supervisory employees, including TOSAs, are subject to annual assignment
29 and RIF provisions of the contract.

30 29.8.3 Each TOSA shall be contracted for ten (10) additional 8-hour days beyond
31 the certificated employee's contract year, compensated on a per diem basis
32 on a supplemental contract. These days shall be scheduled by mutual
33 agreement between the TOSA and their supervising administrator. Any
34 additional time above the ten (10) additional days must be mutually agreed
35 upon between the employee and their supervisor, and shall also be
36 compensated at the per diem rate of pay.

37 29.8.4 To ensure TOSAs maintain the skills and expertise necessary to provide high
38 quality support to school-based colleagues, the District will re-open and fill
39 each TOSA position at least once every five years.

1 29.8.4.1 Prior to posting the position, the District will notify the
2 incumbent TOSA no later than March 15.

3 29.8.4.2 A TOSA who is to be re-assigned to a school-based or classroom
4 position by the District as an outcome of the posting cycle
5 described above in 29.8.4, shall be notified by May 1st and
6 informed of all open positions for the coming year for which they
7 are certificated and endorsed. In such cases, the TOSA shall be
8 assigned by mutual agreement between the District and the TOSA.

9 29.8.4.3 If no assignment is mutually agreed upon by June 1st, the TOSA
10 will be assigned by the District.

11 29.8.5 A TOSA may elect to return to a school-based or classroom assignment in
12 any year by notifying the District by letter no later than March 15. When
13 such notice has been given, the District shall reassign the TOSA to a school-
14 based position for which they are both certificated and endorsed.

15 29.8.6 Each TOSA shall be provided \$500.00 training funds, annually, to be used
16 for professional development.

17 29.9 Clock Hours: The District shall offer clock hours for all district provided professional
18 development, to the extent allowed, including a one-time offering of 3.0 Clock Hours
19 for each current employee on completion of Safe Schools or any district liability
20 training.

21 **30.0 NATIONAL CERTIFICATION**

22 30.1 An employee attaining certification by the National Board for Professional Teaching
23 Standards shall receive a salary bonus in the amount appropriated by the State,
24 provided that the employee meets all other conditions imposed by the State for receipt
25 of these funds. The District shall subsidize one-half the cost of registration for initial
26 or re-certification.

27 30.2 Upon achievement of national certification, teachers or school counselors whose
28 registration was subsidized by the District shall be expected to provide twenty-five
29 (25) hours of service within the following three (3) school years such as teaching
30 professional development classes, supporting or mentoring colleagues, or working on
31 other projects approved by the administrator responsible for professional
32 development.

33 30.3 If a teacher whose registration was subsidized by the District leaves employment with
34 the District prior to one school year after achieving national certification, the teacher
35 shall refund to the District the amount paid by the District, unless the teacher leaves
36 employment due to disability.

1 30.4 Teachers registered and seeking National Board certification or re-certification shall
2 be provided a paid release day to work on their program. This day shall be in
3 addition to any other support that may exist in this agreement.

4 30.5 Educational Staff Associate (ESA) employees who hold the national certifications
5 listed below shall receive a salary bonus from the District, equal to the amount
6 appropriated by the State for the National Board Certificate identified in Section 30.1,
7 above:

- 8 • Speech Language Pathologist/Audiologist: ASHA – CCC-A/CCC-SLP
- 9 • School Psychologist: National Association of School Psychologists (NSPCS)
- 10 • Occupational Therapist: National Board for Certification in Occupational
- 11 Therapy (NBCOT)
- 12 • Physical Therapist: Federation of State Boards of Physical Therapy (FSBPT)
- 13 • Social-Worker: Licensed Advanced Social Worker (LASW) or Licensed
- 14 Independent Clinical Social Worker (LICSW) as licensed through the
- 15 Washington State Department of Health.
- 16

17 **31.0 ELEMENTARY PARENT CONFERENCE TIME**

18 31.1 At the Elementary grades, the parties agree to schedule four (4) early dismissal half-
19 days, and one (1) four-hour or two (2) two-hour conference evening(s) on the first full
20 week of November and the first full week of March for the purpose of conferencing
21 with parents regarding an individual student. Staff in each building will determine
22 whether there will be one (1) four-hour evening conference period or two (2) two-
23 hour conference periods using the decision making process outlined in Section 63.2.
24 The evening conference period(s) in both November and March will be identified on
25 the negotiated calendar as Tuesday and Thursday if two evenings are chosen or
26 Thursday if one evening is chosen. Conferences of no less than 30 minutes each
27 inclusive of a 5-minute transition time shall be scheduled for all parents during each
28 conference period.

29 31.2 The evening(s) of parent conferencing in November is recognized as a trade for a
30 half-day of early dismissal of staff and students on the day before Thanksgiving. The
31 evening(s) of parent conferencing in March is recognized as a trade for an early
32 dismissal on the Friday of that week.

33 31.3 November conferences will be held on Monday, Tuesday, Thursday and Friday,
34 during the student release time, with evening conferences as described above. During
35 that week, the district may choose to dismiss elementary students at the same time
36 each day, so long as no more than the 100 minutes of early release time on
37 Wednesday remains allocated as designated on the calendar.

38 31.4 March conferences will be held on Monday, Tuesday, Wednesday and Thursday,
39 during the student release time, with evening conferences as described in 31.1 above.
40 During that week, there shall be no individual or administrative early release time on
41 Wednesday at the elementary level.

31.5 Within the negotiated conference calendar, priority scheduling will be provided for the following:

- Families who need interpreters
- Conferences that involve multiple instructional and/or support specialists
- Families with multiple children

31.6 Elementary classroom teachers with more than 30 parent conferences shall be provided with an additional 90 minutes of substitute time. Elementary classroom teachers with more than 33 conferences shall be provided with a half-day substitute.

31.7 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 paraeducators 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
	1-3 26-27		
	4 28-29		
	5-6 29-30		
	K 26-27	\$2,136/year	1-1/2 hrs. daily
	1-3 28-29		
	4 30-31		
	5-6 31-32		
	K 28-29	\$2,745/year	2 hrs. daily
	1-3 30-31		
	4 32-33		

32.2.3 The district will staff elementary classrooms in such a manner as to capture all available state funding allocated for the purpose of reducing class size. The District will not create a split classroom that includes Kindergarten students, with the exception of K/1 multiage classrooms at Cascade K-8.

32.2.4 Beginning in the 2019-2020 school year, the District shall adjust a certificated employee's work load as follows:

Elementary Schools		Option A	Option B
<u>Student Enrollment</u>		<u>Compensation</u>	<u>Paraeducator</u>
*K	21-22	\$1,527/year	1-1/2hrs. daily
1-3	21-22		
4	28-29		
5-6	29-30		
1-3	23-24	\$2,136/year	1-1/2hrs. daily
4	30-31		
5-6	31-32		
1-3	25-26	\$2,745/year	2 hrs. daily
4	32-33		
5-6	33-34		

*Subsequent K remedy levels intentionally omitted to reflect agreement that Kindergarten classrooms will not be larger than 22 students.

Beginning in the 2020-2021 school year, Grade 6 will no longer be included in Elementary Class Size relief levels, as the sixth grade will be moved to Shoreline Middle Schools and sixth grade will be considered "secondary" for the purpose of triggering class size relief.

32.2.5 Enrollment Count. For the purposes of qualifying for Option A or Option B above, enrollment shall be measured for high school no later than the first student day of October and the tenth day of second semester. For the purposes of qualifying for Option A or Option B above, enrollment shall be measured for middle and elementary schools on a basis, no later than the tenth student day of each semester.

32.2.6 On the count dates in Section 32.2.5 above, employees in overload may choose either personal compensation (Option A) or paraeducator assistance (Option B). When an employee chooses Option B, the District will hire and place an overload paraeducator as soon as possible. The workload relief selected by the employee, either Option A or B, shall remain in place until the next count date.

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. 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.

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 \$175 compensation per class per semester when any single class exceeds 34 students (36 students for Physical Education), as measured on the count dates in Section 32.2.5.

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 or computer stations in CTE and 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>

1	175	\$1,527/year	1-1/2 hrs. daily
2	189	\$2,136/year	1-1/2 hrs. daily
3	199	\$2,745/year	2 hrs. daily

4 No teacher will be required to supervise locker room or PE facilities, but in
5 such cases that a teacher agrees to do so during their planning period or non-
6 duty time, they will be paid at their per diem rate of pay, rounded up to the
7 nearest hour.

8 32.2.14 Paraeducator Substitutes. The District shall hire substitutes for
9 paraeducators providing workload relief when the paraeducator has been
10 absent, provided that a substitute is available.

11 32.2.15 Co-Teaching. In such cases that teachers are assigned to co-teach with a
12 colleague, they shall be assigned common planning time. Co-teachers will
13 not be assigned to more than one co-teaching partnership except by mutual
14 agreement of the employee and the administrator.

15 32.3 When K-6 combination classes are necessary

16 32.3.1 Teachers shall have the right to apply for combination class assignments.

17 32.3.2 Strong consideration shall be given to rotating combination class teachers at
18 least every two (2) years.

19 32.3.3 If possible, sizes of combination classes shall be three (3) pupils below the
20 District staffing ratio.

21 32.3.4 For assistance provided in Section 32.2.2, class size triggers for combination
22 grade classes shall be three (3) less students that the regular trigger for the
23 lower grade level in that class, except that combination classes formed by
24 program choice shall be subject to a class size trigger which is the average of
25 the grades actually taught.

26 32.3.5 Combination classes in Grades 1-6 will be provided with a minimum of a .2
27 FTE certificated support teacher, allocated on the 4th day of school, to deliver
28 math or ELA instruction. The FTE of the support teacher will be sufficient
29 to provide instructional support for the total time recommended by the math
30 curriculum in the combination classroom. Planning time, lunch and any
31 other non-duty time required to be included in the schedule of the support
32 teacher will not count toward the assigned instructional support. Alternative
33 methods of assigning support will be determined on a case-by-case basis.

34 32.4 Elementary music and physical education teachers

35 32.4.1 Each elementary school of 525 students or greater will be staffed with a
36 minimum 1.0 FTE music teacher and a minimum 1.0 FTE PE teacher.

- 1 32.4.2 On full student days, elementary music and physical education (K-6) shall be
2 scheduled for a maximum of nine (9) thirty (30) minute classes a day or
3 eight (8) thirty (30) minute classes when scheduled between two buildings.
4 On early release days, elementary music and physical education (K-6) shall
5 be scheduled for a maximum of six (6) thirty (30) minute classes or four (4)
6 thirty (30) minute classes when scheduled between buildings. Grade level
7 scheduling should be given priority in order to limit schedule conflicts
8 between music and physical education classes.
- 9 32.4.3 Classes may be combined for the purpose of providing Least Restrictive
10 Environment for Special Education students. In such instances, each class
11 will count toward the limits defined above. In addition, supports that are
12 required by the student's IEP and provided in the Special Education
13 environment will accompany the special education student in the elementary
14 music and physical education setting.
- 15 32.4.4 Classes may be scheduled back-to-back without transition time, but only for
16 the same or contiguous grade levels, and in no case shall classes be
17 scheduled for more than eighty (80) minutes without at least five (5) minutes
18 transition time before and after the eighty (80) minute block. In all other
19 cases, transition time between classes will be at least five (5) minutes.
20 Wherever possible, the District will provide ten (10) minutes between
21 changes in classes.
- 22 32.4.5 Whenever two elementary specialists provide instruction in the same subject
23 area in the same school building, the District will make efforts to provide
24 continuity of the same instructor for the same students. Principals will
25 review class scheduling with teachers and specialists.
- 26 32.4.6 Elementary Music and P.E. Overload. Class schedules which exceed an
27 average of 1260 minutes per week over a two-week period, or 42 thirty-
28 minute sections per week shall be staffed with a 1.1 FTE. Such schedules
29 shall not exceed an average of 1320 minutes per week over a two-week
30 period, or 44 thirty-minute sections per week.
- 31 32.4.7 In such instances that one building triggers greater than 1.0 FTE of music or
32 PE, and an additional supplemental contract is offered and accepted as
33 described in Section 32.4, the impacted employee will waive the limits
34 described in 32.4.2.
- 35 32.4.8 Assistive Technology. Microphones or other assistive technology shall be
36 provided to music and physical education teachers upon presentation of a
37 medical need for such accommodation.
- 38 32.5 Voluntary Overload. After consultation between a certificated employee(s) and
39 building administrator(s), a certificated employee may accept an increased work load
40 or the work load may be exceeded upon a certificated employee's request.

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32.6.2 In the 2018-2019 and 2019-2020 school years, at the middle school level (grades 7-8) there shall be no less than 1.0 FTE counselor assigned per grade level, or a 1:350 counselor-to-student FTE ratio, whichever results in greater counselor FTE.

Beginning in the 2020-2021 school year, at the middle school level (grades 6-8) there shall be no less than 1.0 FTE counselor assigned per grade level, or a 1:350 counselor-to-student ratio, whichever results in greater counselor FTE.

Deans, Activity Coordinators and Athletic Directors.

32.7.2 For the 2018-2019, 2019-2020 and 2020-2021 school years, each elementary school and CK8 shall be staffed with a 1.0 FTE Dean of Students. The FTE assigned to these positions shall not include any classroom teaching assignments.

32.8.1 The District and Association agree that teaching students with high or unusual educational needs is a responsibility of every educational professional in our system. Principals, counselors and other staff members involved in student assignment will attempt to assign students in a balanced and equitable manner, considering class mix, and understanding that student assignment decisions are also subject to timing, class size and student educational needs. Responsibility for the final student placement decision rests with the principal.

32.8.2 When the work load of classroom, physical education and music teachers is affected by mainstreaming of students from self-contained special education classes and/or ELL classes at the elementary or secondary level, the District shall provide Paraeducators or other appropriate assistance.

32.8.3 Mainstreamed students shall be counted in determining class load when the individual student attends the general education classroom for forty percent (40%) or more of the student's day.

32.8.4 Mainstreamed students shall be counted in the total class count for the individual teachers at the secondary school level.

32.8.5 Mainstreaming of students shall be done equitably among the certificated staff in each building.

32.9 Speech/Language Pathologists

32.9.1 The appropriate service delivery model for each communications disordered student shall be determined by the IEP team and implemented by the Speech/Language Pathologist (SLP). Consistent district-wide entrance and exit guidelines shall be determined by mutual agreement between the Superintendent's designee and the SLP staff. The delivery of specially-designed instruction by the SLP may include the following: individual or small group pull-out therapy; in-classroom pull-aside therapy; and in-class collaboration or consultation. Time will be provided within an SLP's schedule to perform the following functions: referral intake, assessments, completion of legally required paperwork, attendance at legally required meetings, material and equipment adaptation, and teacher or parent training.

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

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

	<u>Option A</u>	<u>Option B</u>
	<u>Compensation</u>	<u>Paraeducators</u>
hours greater	\$1,527/year	1-1/2 hrs. daily paraeducator

than 18, up to 21

hours greater than 21, up to 23	\$2,136/year	1-1/2 hrs. daily paraeducator
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hours greater than 23	\$2,745/year	2 hrs. daily paraeducator
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32.9.4 For the purposes of qualifying for Option A or B above, specially designed instruction shall be measured two times per year no later than the tenth student day of each semester. 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 SLP 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.

32.10 Occupational Therapy/Physical Therapy

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

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

	<u>Option A Compensation</u>	<u>Option B Paraeducators</u>
hours greater than 18, up to 21	\$1,527/year	1-1/2 hrs. daily paraeducator
hours greater than 21, up to 23	\$2,136/year	1-1/2 hrs. daily paraeducator
hours greater than 23	\$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 two times per year no later than the tenth student day of each semester. 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: Staffing of special education programs will be based on individual student needs, taking into consideration the following: severity of student needs and the types of support services needed; implementation of a full continuum of service delivery models; and compliance with special education legal requirements.

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

	Class Size	Relief Level*		
<u>Special Education Preschool</u>		1	2	3
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>	IEPs	1	2	3
Resource Room	24	25	28	31
	Class Size	Relief Level*		
<u>Secondary Resource</u>		1	2	3
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:

	Option A	Option B
	<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 twice per year no later than the tenth day of each semester. The process for implementing workload relief for special education staff shall be consistent with the process for general education staff.

32.11.4 Elementary Resource Room: The special education resource room at each elementary school shall be staffed with a minimum of a full day paraeducator. This position shall be defined as six (6) paid hours plus a one-half hour unpaid duty free lunch (6.5 hours total) for the entire school year.

32.11.5 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 Librarian Support.

32.13.1 Elementary librarians will be provided at 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.

32.13.2 Classes may be combined for the purpose of providing Least Restrictive Environment for Special Education students. Supports required by the student's IEP that are provided in the Special Education environment will accompany the special education student in the library setting.

32.14 ELL Workload and Program Support

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 two times per year no later than the tenth student day of each semester. The

process for implementing these options shall be consistent with Sections 32.2.3 through 32.2.7.

32.14.6 Exclusive of teaching assignments, each high school and middle school shall be staffed with a .2 FTE ELL Coordinator.

32.14.7 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 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 their 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. In such case that an employee agrees to more than three (3) classroom preparations per semester, the employee will not be assigned students during the advisory period except by mutual agreement of the employee and the administrator.

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

1 less restrictive environment and who needs significant and/or atypical
2 support.

3 35.2 Each building shall receive an allocation of \$27,000 per year to increase its ability to
4 work effectively with both high impact and inclusion students.

5 35.3 When a student is discovered to need atypical support in a general education
6 classroom, the classroom teacher should request an SST or IEP meeting to identify
7 the student's strengths, weaknesses, possible support needs, and/or special programs
8 placement.

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

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

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

30 **36.0 CERTIFICATED EMPLOYEE RETENTION AND RECALL**

31 36.1 If there is a lack of funds or a decrease in student enrollment which creates a
32 necessity to reduce program and the number of certificated staff, the District shall
33 determine those certificated employees to be retained and those who shall be
34 terminated from employment using the procedures in this Article.

35 36.2 Seniority Definition

36 36.2.1 "Seniority" shall be defined as the total amount of Washington State
37 experience as allowed by the state S-275 reporting rules. Seniority is
38 calculated in such a manner as to include the previous contract year, and will

not include the current contract year. Employees do not earn seniority credit while on unpaid leave.

36.2.2 When two or more employees have equal seniority, tiebreakers will be applied 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 their placement on the seniority list and the retention categories for which they qualify. 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 they notify the District of their 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.

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

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

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

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

36.7 Selection of Employees

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

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

- a. Elementary (K-6) classroom positions;

1 b. Elementary (K-6) subject-area specialty (e.g. physical education and
2 music);

3 c. Secondary school (grades 7-12) subject-areas (e.g. science, math, music,
4 social studies, language arts, art, vocational, physical education, health, and
5 individual foreign languages); and

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

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

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

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

29 36.7.5 No later than May 15, the District will identify the names of certificated
30 employees to be non-renewed under the District's reduced program and
31 services. The District will provide a list of said employees to the Association,
32 and provide appropriate notification to affected employees in accordance with
33 current state law.

34 36.7.6 Employees who are non-renewed as part of the reduction in force (RIF) will
35 be added to the recall pool, as described in Section 36.9 below.

36 36.8 Leave. When Article 36.0 is implemented by the District, the District shall grant
37 requests for voluntary leave that reduce the need for a reduction in force. To
38 accomplish this purpose:

- 1 a. The two (2) consecutive year limit on leaves of absence within Section 40.3 is
2 waived. The District will attempt to reach employees who notified the
3 District of their intent to return for the following school year at the end of the
4 two (2) consecutive year limit to explain this possible option for a third year
5 of leave and confirm each employee's plans for the following school year.
- 6 b. The District and the Association will review cases in which 39.1.2.e could be
7 helpful in reducing the need for a reduction in force.
- 8 c. Leave requests for less than 0.4 FTE are discouraged but will be considered
9 based on the circumstances surrounding such requests.

10 36.9 Recall Procedure

11 36.9.1 Any certificated employee receiving a written non-renewal notice pursuant to
12 this section of the CBA shall be placed in a recall pool. Individuals placed in
13 the recall pool shall be responsible for providing the District accurate contact
14 information and any changes thereof.

15 36.9.2 All employees who have been placed in the recall pool shall be recalled if they
16 qualify, as defined in Section 36.7.1 above, for available positions before the
17 District employs, assigns or transfers any additional personnel, including
18 through the transfer process.

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

26 36.9.4 When a vacancy occurs for which there will be a recall, the employee to be
27 recalled will receive a written notification from the Superintendent or their
28 designee. In addition, the District will make an effort to reach the employee
29 to be recalled by phone. The employee to be recalled shall have five (5)
30 business days from the date of notification to accept the position.

31 36.9.5 In the case that an employee who had previously earned continuing status with
32 the District is being recalled into what would otherwise be a leave
33 replacement contract, the continuing status of that employee shall be
34 maintained, and a continuing contract shall be offered.

35 36.9.6 An employee shall be removed from the recall pool if:

- 36 a. He or she refuses an employment offer which is equal to the FTE from
37 which they were reduced;

- 1 b. He or she fails to notify the District of their acceptance of an offered
2 position within five (5) business days from the date of notification of
3 the job offer; or
- 4 c. Non-renewed FTE (in part or in whole) remains in the recall pool for
5 30 months.

6 **37.0 WITHDRAWAL FROM CONTRACT**

7 37.1 Certificated employees resigning from service in the District shall submit to the
8 Human Resources Office a letter requesting release from contract.

9 37.2 Notice of Withdrawal. Staff members shall give thirty (30) days' notice of
10 withdrawal from contract. A waiver may be allowed by the District. The District will
11 waive the 30-day advance notice requirement for staff who give their resignation
12 notice prior to August 1.

13 37.3 Retirement. All certificated staff shall be enrolled as a member of the Washington
14 State Teachers' Retirement System (WSTRS) under the provisions of either Plan I,
15 Plan II, or Plan III as governed by the rules of the date of employment. Individuals
16 who elect to retire shall submit a letter of retirement to the Human Resources Office.
17 The Human Resources Office will conduct an exit interview and be available to
18 provide retirement information upon request of the employee.

19 **38.0 GRIEVANCES**

20 38.1 The District and the Association agree that if an employee has cause for grievance
21 because of an alleged violation of the contract, he/she shall follow the grievance
22 procedure guidelines.

23 38.1.1 For the purposes of this Section (38.0), "days" shall be defined as District
24 business days.

25 38.1.2 Disposition of a grievance shall be accomplished as rapidly as possible in
26 accordance with procedures set forth in this section. By mutual agreement
27 between the District and the Association, grievance timelines may be
28 waived.

29 38.1.3 Notwithstanding the expiration of this Collective Bargaining Agreement,
30 any grievance filed hereunder prior to such expiration shall be processed
31 through the grievance procedure until resolution.

32 38.1.4 Certificated employees who participate as parties in a grievance, whether as
33 grievants, witnesses, representatives, or designees of the Association or the
34 District, shall be guaranteed fairness and freedom from any adverse action(s)
35 by any of these parties.

1 38.1.5 If the Association has cause to file a grievance, it is mutually agreed that the
2 grievance shall commence at Step II, Section 38.3 of this procedure. The
3 Association grievance shall be presented within twenty (20) days after
4 alleged grievance has occurred.

5 38.2 Step I - Grievance

6 38.2.1 The grievant and/or their designee(s) shall first present the grievance to the
7 immediately involved administrator in a meeting within twenty (20) days
8 after the alleged grievance has occurred. The grievant and/or the
9 administrator may each be represented by their designee(s). The grievant
10 may choose to have an Association representative present. Every effort shall
11 be made to resolve the grievance at this step.

12 38.3 Step II - Grievance

13 38.3.1 In the event the Step I process does not resolve the grievance or if no
14 disposition has been made within five (5) days of the informal meeting, the
15 grievant may, in conjunction with the Association, submit a Step II
16 grievance within five (5) days of the administrator's response, or, if no
17 response is received, within ten (10) days of the Step I meeting.

18 38.3.2 The notification submitted by the Association to the designated
19 administrator shall include a description of the requested action and identify
20 the grievant.

21 38.3.3 Within five (5) contract days of receipt of the written grievance, the
22 designated administrator shall meet with the grievant and the Association in
23 an effort to resolve the grievance.

24 38.3.4 The designated administrator shall provide the grievant with a written
25 answer within five (5) contract days after the meeting. The answer shall
26 include the reasons upon which the decision was based.

27 38.4 Step III - Grievance

28 38.4.1 If the grievant does not accept the disposition of the grievance, or if no
29 disposition has been made within five (5) days of such meeting, a Step III
30 grievance may be transmitted by the grievant and the Association to the
31 Superintendent or their designee(s) within five (5) days. If the
32 Superintendent has chosen a designee for the grievance, both the
33 Superintendent and the designee shall receive copies of the grievance.

34 38.4.2 The Superintendent or their designee(s) shall meet with the grievant and the
35 Association within ten (10) days of receiving notification of appeal, and
36 shall indicate the disposition of the grievance in writing within ten (10) days
37 of such meeting, and shall furnish a copy to the grievant.

1 38.5 Step IV- Arbitration

2 38.5.1 In the event the disposition of the grievance under Step III is not acceptable
3 to the grievant or the Association, the Association may within twenty (20)
4 days of the receipt of the Superintendent's decision request the initiation of
5 arbitration.

6 38.5.2 The Association agrees to notify the District of its proposed action within
7 twenty (20) days of a request for arbitration on a grievance.

8 38.5.3 Arbitration shall be conducted by an arbitrator selected by the Association
9 and the District, and shall be conducted under the rules of the American
10 Arbitration Association. If the two parties cannot agree upon the arbitrator,
11 the arbitrator shall be selected from a list provided by the Federal Mediation
12 and Conciliation Service.

13 38.5.4 During arbitration, neither party may assert any grounds or evidence not
14 previously disclosed to the other party. The arbitration shall be limited to
15 the Collective Bargaining Agreement between the District and the
16 Association.

17 38.5.5 The Arbitrator shall decide all arbitrability issues, but shall have no power to
18 alter, add to, or subtract from this Agreement. The arbitrator shall consider
19 any questions of arbitrability of the grievance prior to hearing the merits of
20 the grievance upon request of either party.

21 38.5.6 The arbitrator shall determine the decision or award, which shall be
22 published in writing not later than thirty (30) calendar days from the date of
23 the hearing. The decision or award shall set forth the arbitrator's finding of
24 fact, reasoning, and conclusions on the issues submitted and shall be final
25 and binding on both parties.

26 38.5.7 Each party shall bear its own costs of arbitration, except that the fees and
27 charges of the arbitrator shall be borne equally by the District and the
28 Association.

29 38.5.8 Upon submission of a grievance to arbitration, the Association and grievant
30 shall waive access to any other forum which may be available for resolution
31 of any issues submitted to the arbitrator for resolution.

32 **39.0 LEAVE OF ABSENCE**

33 39.1 A leave of absence may be granted by the Board upon the recommendation of the
34 Superintendent with the following provisions:

35 39.1.1 The certificated employee shall notify the Human Resources Office by letter
36 of the request for a leave of absence and provide a statement of the
37 employee's commitment to return to the District at the end of the leave.

39.1.2 A leave of absence may be granted for:

- a. Personal illness;
- b. Family emergency, childcare, adoption, or foster care;
- c. Shared contracts, as defined in an approved plan per Section 21.1;
- d. Study, education or travel related to the education profession;
- e. Elected or appointed public office (local, state, or national); or
- f. Other cases unrelated to circumstances above, including unpaid sabbaticals, approved by the Superintendent in consultation with Association leadership.

39.1.3 An employee must have completed five (5) years of actual service for the reasons in d and e, and five (5) years of actual service for unpaid sabbaticals referenced in f. Leaves approved by the Superintendent in consultation with Association leadership may be granted regardless of years of actual service. In order to qualify for an additional leave of absence of the same type (except leaves under a, b, and c), the employee must have returned to work for at least five (5) full school years (as applicable) following the end of the previous leave of absence.

39.2 A certificated employee who is granted a leave of absence shall notify the District by letter not later than January 15 of their intention to return to District employment in the following school year. In those cases where leave begins after January 15, the notification shall be made by April 1. A person who fails to respond to the dates stated above shall lose all rights to be re-employed under Section 39.5.

39.3 Extension of Leaves

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

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

39.4 The certificated employee who is granted a leave of absence may continue to participate in District-approved insurance programs by reimbursing the District for all 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 they are 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 39.7.

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 their 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 their intent to convert their excess
23 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

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

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

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

40.10 Upon separation from employment with the District, an eligible employee, or their estate, may elect to convert all eligible, accumulated, unused sick leave days to monetary compensation.

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

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

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

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

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

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

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

41.0 TEMPORARY DISABILITY LEAVE

41.1 A certificated employee who, for medical reasons, (i.e., mental, or physical, including pregnancy) cannot perform the functions of their assigned position shall be 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 their 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 their
13 former position if available, or a similar position.

14 **42.0 PARENTAL LEAVE**

15 42.1 Five (5) days of paid leave shall be granted annually to each certificated employee on
16 the occasion of the birth, adoption, or foster placement beyond one month of a child
17 or children in the employee's home. In addition, a certificated employee shall be
18 granted leave for childbirth, adoption, or foster placement under the provisions of
19 Article 39.0, Leave of Absence.

20 42.2 If both parents of a child are employed by the District, they each are entitled to five
21 (5) days of leave and both parents may take their portion of the
22 childbirth/adoption/foster placement leave at the same time or separately.

23 42.3 The certificated employee shall be re-employed at the end of the leave of absence or
24 at the beginning of the following contracted year, as mutually agreed upon by the
25 Human Resources Office and the certificated employee and under the provisions of
26 Article 39.0, Leave of Absence.

27 **43.0 CHILDBIRTH LEAVE**

28 43.1 A certificated employee may continue to work until the attending physician verifies
29 that the employee is physically unable to continue working. An employee can be
30 granted temporary disability leave for the period of disability due to pregnancy and/or
31 childbirth as verified by the employee's physician. The length of authorized
32 temporary disability leave may vary and is based on the employee's and child's needs
33 as verified by the treating physician.

34 43.2 Additional leave may be taken as Family Leave (Article 45.0) or Leave of Absence
35 for Childcare (Section 39.1.2.b) for employees meeting the eligibility requirements.
36 The maximum period for a leave of absence shall not exceed two (2) consecutive

years, except if the leave begins after March 1st of the school year, in which case the leave cannot exceed the two (2) consecutive school years following the end of the school year when the leave started (including periods covered by sick leave).

43.3 A childbirth leave shall be granted to a certificated employee upon request by the certificated employee and a letter from the attending physician. The request shall be made in writing, with the anticipated due date or specific leave date, to the Director of Human Resources as early as possible, to assist in staffing and for submission to the Board.

43.4 The employee may use accrued sick leave benefits during the period of disability, as verified by the treating physician. No sick leave benefits shall be allowed during any additional approved unpaid leave, after the end of the temporary disability period.

43.5 The certificated employee shall be re-employed upon expiration of the approved leave. While on 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.

43.6 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.

43.7 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.

43.7.1 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.

44.0 SHARED LEAVE

44.1 Once implementation rules are written for the shared leave provisions in 2018 Engrossed Substitute House Bill 1434, the District agrees to provide SEA members with the maximum shared leave benefits allowed by these rules.

44.2 Employees shall be eligible to receive shared leave if they meet qualification criteria outlined in RCW 41.04.665:

a) They suffer from, or have a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature; or,

- b) They have been called to service in the uniformed services; or,
- c) A state of emergency has been declared anywhere within the United States by the federal or any state government and the employee has needed skills to assist in responding to the emergency or its aftermath and volunteers his or her services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit accepts the employee's offer of volunteer services; or,
- d) They are a victim of domestic violence, sexual assault, or stalking; or,
- e) They are a current member of the uniformed services or is a veteran as defined under RCW 41.04.005, and are attending medical appointments or treatments for a service connected injury or disability; or,
- f) They are the spouse of a current member of the uniformed services or a veteran as defined under RCW 41.04.005, who is attending medical appointments or treatments for a service connected injury or disability and requires assistance while attending appointments or treatment; or,
- g) They need time for parental leave; or,
- h) They are sick or temporarily disabled because of pregnancy disability.

44.3 An employee is eligible for shared leave when the condition listed above has caused, or is likely to cause the employee to go on leave without pay or terminate district employment.

44.4 In such cases as the employee qualifies for shared leave for the reasons in g) or h) above, they shall have the right to access the sixteen (16) weeks of shared leave for bonding with a child, and in the case of h) above, at any time within the first twelve (12) months. In either case employees shall not be required to deplete all of their sick leave and can maintain up to forty (40) hours of sick leave in reserve. The sixteen-week period shall be defined as ninety (90) workdays, exclusive of weekends, holidays and school breaks.

44.5 Leave donated from one District employee to another shall be calculated on an hour donated and hour received basis.

44.6 The maximum amount of shared leave an employee may receive during their total employment with the District is five-hundred twenty-two days.

45.0 FAMILY AND MEDICAL LEAVE (FMLA)

45.1 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.

45.2 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.

45.3 Family leave may be taken: (a) because of the birth of a child and to care for a newborn child; (b) because of the placement of a child with the employee for adoption or foster care; (c) to care for a child, spouse, or parent who has a serious health condition; or (d) because of the employee's own serious health condition. If both parents of a child are employed by the District, they together are entitled to a total of twelve (12) weeks of leave and both parents may take their portion of the family leave at the same time. Absence covered by sick leave will not be deducted from the twelve (12) week total allocation for family leave.

45.4 Leave taken to care for a newborn or newly adopted child must be completed within twelve (12) months after the birth or adoption. Leave taken to care for a terminally ill child may be taken only once for any given child. The District requires confirmation by a health care provider of the employee's need for family leave.

45.5 A "child" is defined as a biological, adopted or foster child, a stepchild, a legal ward who is under 18 years of age, or a legal ward incapable of self-care due to a mental or physical disability. A "serious health condition" is one caused by injury, illness, impairment, or physical or mental condition that involves (a) inpatient care, or (b) continuing treatment by a health care provider.

45.6 The family leave shall be without pay. The District may require the employee to use their paid leave (sick leave and/or personal leave) before going on unpaid family leave.

45.7 The family leave is in addition to any leave for sickness or temporary disability because of pregnancy or childbirth.

45.8 An employee who plans to take family leave must provide the District with written notice at least thirty (30) days in advance, unless the family leave is not foreseeable, in which case the employee must notify the District of the expected leave within one (1) working day of the beginning of the leave.

45.9 Upon returning from family leave, the employee is entitled to return to the same position he/she previously held or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. If the employee fails to return from the approved leave, the employee must reimburse the school district for all premiums paid during unpaid leave. In scheduling the employee's return from family leave, consideration will be made for weekends and break periods (including summer vacation). If the employee returns to work on the

earliest possible work day after the end of the approved leave, no reimbursement of the District's contributions towards insurance premiums will be required.

45.10 Any employee who works primarily in an instructional capacity and would be on leave for greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, may be required to take leaves for periods of particular duration or to transfer temporarily to an alternative equivalent position that better accommodates the leave.

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

45A.0 WASHINGTON PAID FAMILY MEDICAL LEAVE (PFML)

45a.1 Beginning January 1, 2020 employees will be provided PFML benefits as allowed by law.

45a.2 The District will pay the employer premium and employees will pay the employee premium required by law to fund the program.

45a.3 To qualify for PFML, employees must work 820 hours or more in the qualifying period, which shall be defined as the first four of the last five completed calendar quarters starting from when the employee makes their claim for benefits. PFML may not be taken without a qualifying event.

45a.4 PFML benefits shall include up to twelve (12) weeks of paid leave per year to care for self or family. The twelve-week period shall be defined as sixty (60) workdays, exclusive of weekends, holidays and school breaks. Such leave may be used as follows:

45a.4.1 Family Leave:

- To care and bond after a baby's birth or the adoption or foster placement of a child younger than eighteen (18) years
- To care for a family member, as defined by the State for this benefit, experiencing an illness or medical event
- Certain military-connected events

45a.4.2 Medical Leave to care for self in relation to an illness or medical event

45a.4.3 Possible extension of benefits:

- Total of up to 18 weeks for a serious health condition during pregnancy that results in incapacity
- Total of up to 16 weeks for multiple health events in a year

1 45a.5 Employees are responsible to file claims with the Employment Security Department
2 (ESD) and payments will come from ESD. Employees claiming PFML shall
3 generally be paid up to 90% of their weekly wage with a minimum weekly payment
4 of \$100 and a maximum weekly payment of \$1,000, calculated as a percentage of the
5 employee's total qualifying wages.

6 45a.6 Employees may choose to use PFML prior to exhausting other leave options and will
7 not be required to exhaust sick leave prior to accessing PFML. PFML may be used
8 consecutively with the employee's other paid leave entitlements, exclusive of
9 Washington State Paid Sick Leave, at the employee's discretion.

10 45a.7 Employees may use accumulated sick leave, exclusive of Washington State Paid Sick
11 Leave, to supplement PFML benefits up to an amount that results in no loss of
12 compensation to the employee.

13 45a.8 Employees who are eligible for FMLA as well as PFML shall use FMLA
14 concurrently with use of PFML.

15 **46.0 MILITARY LEAVE**

16 46.1 A certificated employee shall be granted a leave of absence for a period not to exceed
17 twenty-one (21) days annually (measured October 1 to September 30) for the purpose
18 of participating in active training as a member of the armed services of the federal or
19 state governments.

20 46.2 As prescribed by law, salary for an employee on military leave for reserve training
21 shall be at the regular rate.

22 **47.0 PERSONAL LEAVE**

23 47.1 Three (3) days Personal Leave shall be allowed each certificated employee each year,
24 cumulative up to a maximum of six (6) Personal Leave days. These days will be
25 frontloaded. No explanation shall be requested by the District. Except in
26 emergencies, an employee will need to provide five (5) contract days advance notice
27 to the principal. Except in emergencies or required religious observances, no more
28 than 10% of the total number of certificated staff in any building can take Personal
29 Leave on any given day. Absences for Personal Leave shall be reported on Form
30 PS102.

31 47.2 Except for extended disability leaves (including maternity), no more than three (3)
32 Personal Leave days may be taken consecutively at any one time. Use of more than
33 three (3) consecutive personal leave days for extraordinary circumstances may be
34 granted upon written request to the Director of Human Resources.

35 47.3 The District will maintain a centralized system for tracking the availability and usage
36 of each employee's personal leave.

1 47.4 An employee who uses less than three (3) days personal leave in a given school year
2 may cash out the difference between the number of days used and three (3) at the
3 daily substitute rate. Due to state law, employees covered by the TRS Plan I shall
4 document eight (8) hours of additional service for each day cashed out. All personal
5 leave cash out requests must be submitted to Human Resources by the final day of
6 school. Compensation for personal leave cash out will be included in the employee's
7 August paycheck. Personal leave cash out will be pro-rated for an employee who
8 separates from employment before the end of the school year.

9 **48.0 BEREAVEMENT LEAVE (NON-ACCUMULATIVE)**

10 48.1 A maximum of five (5) days bereavement leave shall be allowed for each death in the
11 employee's family or household and up to two (2) days each for funerals of friends.
12 Such absence shall be reported on Form PS 102. An additional five (5) days
13 bereavement leave for death in the employee's family or household may be granted
14 upon written request to the Director of Human Resources. These additional days
15 shall be deducted from sick leave under Section 40.1.

16 **49.0 PROFESSIONAL LEAVE - ASSOCIATION PRESIDENT**

17 49.1 A leave of absence shall be granted by the Board to a certificated employee who is
18 elected or appointed to serve as the president of the Association. The request for a
19 professional leave shall be made by May 15 preceding the school year in which the
20 leave is to be granted.

21 49.2 The District shall, unless otherwise requested by the employee, re-employ the
22 individual who is granted a professional leave in a comparable position on a
23 continuing contract upon termination of the leave. While on leave, the individual shall
24 retain all rights, benefits, and seniority allowed to a contracted certificated employee.
25 The individual shall be placed at the same educational level (primary, intermediate,
26 middle, high school) if a position is available.

27 49.3 The Association agrees to reimburse the District for all salaries, benefits, and
28 employee taxes.

29 **50.0 APPROVED ABSENCE**

30 50.1 Approved Absence is defined as an absence beyond the control of the employee (e.g.,
31 funerals of friends and associates which exceed the bereavement leave, illness in the
32 family, or serious illness/injury). An Approved Absence is limited to two (2) days.
33 Extension may be granted by the Superintendent's Office or designee under
34 exceptional circumstances.

35 50.2 Deduction at the substitute rate of pay shall be made for approved absences that
36 exceed any leave provision.

37 50.3 Absences for recognized religious holidays and observances shall be granted. Such
38 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.

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

51.0 EXCUSED ABSENCE

51.1 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.

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

51.3 Such absences shall be reported on Form PS 102.

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

52.0 EXCUSED ABSENCE FOR ASSOCIATION BUSINESS

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

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

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

52.2 Such absence, shall be documented using the appropriate District procedure and forms.

53.0 UNAPPROVED ABSENCE

53.1 Deduction shall be at the rate of the per diem of the individual.

54.0 ABSENCE WITHOUT PAY

- 54.1 Absence without pay shall be granted only with prior approval of the superintendent's office or designee.
- 54.2 Absence without pay at the per diem rate for personal or business affairs beyond the control of the individual shall be granted upon prior approval of the superintendent's office or designee.
- 54.3 Only in special circumstances shall absence without pay be granted for the first or last week of the contracted year.
- 54.4 Absences without pay shall be reported on Form PS102.

55.0 CERTIFICATED HOURLY RATES

- 55.1 Certificated employees will be paid \$45.00/hour for the direct instruction of one or more students in a supplemental assignment beyond regular contact time in the 2018-2019 school year, \$48.00/hour in the 2019-2020 school year and \$50.00/hour beginning in the 2020-2021 school year. Employees will not be paid for additional planning hours.
- 55.2 For the term of this agreement the Certificated Hourly Rate shall be \$33.00/hour in the 2018-2019 school year, \$35.00/hour in the 2019-2020 school year and \$40.00/hour beginning in the 2020-2021 school year. 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.
- 55.3 Compensation rates and working conditions for substitutes are defined in the Substitute Addendum.

56.0 SALARY LEVELS AND PROVISIONS

56.1 Overview

- 56.1.1 All employees will be paid according to a combined Base and Time, Responsibility and Incentive (TRI) salary schedule (Appendix A) and placed on the schedule in accordance with the reporting standards of the S-275 Personnel Report in place as of August 2018, except as otherwise described in this agreement. "Base salary" shall mean the annual amount paid for the 180 day 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. The total salary included in Appendix A shall be increased by the amount of the Implicit Price Deflator (IPD), as

described in state law (E2SSB 6362), for each of the 2019-2020 and 2020-2021 school years.

56.1.2 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.

56.2 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 total compensation (Base and TRI) as similarly situated basic education staff.

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

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

56.5 An employee's FTE as indicated on the individual's base contract shall be compensated equally over the duration of the contract year, provided that the first semester assignment is equal to or greater than the second semester assignment. An employee's benefits eligibility shall be based on their annualized contractual FTE.

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

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

1 57.5 If the District does not pass a renewal maintenance and operations levy, or, if the
2 State Legislature reduces the District's authority to collect an approved maintenance
3 and operations levy, the District and Association agree to meet to discuss the impact
4 of such loss of levy revenue on this section of the contract.

5 **58.0 EXTENDED CONTRACTS BEYOND SCHOOL DAY/SCHOOL YEAR**

6 58.1 Assignments in this category require the services of the certificated employee beyond
7 those that the regular assignment requires.

8 58.2 Refusal to accept an extended contract and/or a supplemental contract shall have no
9 adverse effect upon the certificated employee's evaluation and/or basic contract.

10 58.3 Special Assignments

11 58.3.1 The Superintendent may offer special assignments during or beyond the
12 contract year.

13 58.3.2 Stipends for additional leadership services shall be calculated at the
14 certificated daily or hourly rate of pay indicated on the Certificated
15 Employees' Salary Schedule.

16 58.3.3 Compensation for extensions of the certificated work year shall be paid at
17 the employee's per diem rate of pay.

18 58.3.4 Stipends and extensions of the work year shall be clarified on the posting for
19 the special assignment.

20 58.4 Summer Teaching Assignments. Teachers in regular summer programs (e.g. Summer
21 School, Jump Start and Extended School Year (ESY)) will be paid at the certificated
22 instructional rate in Section 55.1 for all hours of instruction. This rate was originally
23 calculated as an average certificated per diem rate plus an additional 20% for
24 planning time. Employees will not be paid for additional planning hours. SLP's,
25 OT's, PT's and Audiologists shall be paid \$45 per hour, or the individual's per diem
26 rate if higher, for service in the regular summer programs.

27 58.5 Activity and Leadership Assignments – General

28 58.5.1 All activity and leadership assignments are for a school year. Building
29 principals shall submit an initial list of employees recommended for activity
30 and leadership assignments to the Human Resources Office no later than the
31 third Friday in October. A final list of activity and leadership assignments
32 for each building must be submitted by June 1. Stipends of \$600 or less
33 shall be paid in a lump sum in either January, April or July, whichever
34 comes first after completion of the assignment. A notice of the stipends
35 included in the lump sum shall be provided to the employee in the month
36 such payment is made. Stipends greater than \$600 shall be paid in equal

installments over the remaining months of the contract year beginning with the month the employee begins working the assignment.

58.5.2 Decisions on the distribution of pooled allocations for activity and leadership assignments (Section 58.6.1, 58.7.1, and 58.8.1) are delegated to a building's certificated staff and administrator(s) in accordance with the site-based decision making model in Section 63.2.

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

58.5.4 The funds allocated to any activity or leadership assignment that remains unfilled or fails to commence within ten (10) school days of the expected starting date may be reallocated to the general pool allocated for activity and leadership assignments (Section 58.6.1, 58.7.1, and 58.8.1) and distributed in accordance with the site-based decision making model in Section 63.2.

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

58.6 Extended Learning Opportunities and Leadership Assignments – Elementary

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

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

5 th Grade Camp Team-----	\$3,000
Band Director-----	\$500
Dean-----	\$2,100
Equity Lead-----	\$1,000
Field Day Coordinator-----	\$500
General Music & Honor Choir Director-----	\$1,000
Orchestra Director-----	\$500
State Testing Coordinator-----	\$1,000
Student Study Team-----	\$4,000
Teacher Librarian-----	\$2,100

Individuals with five (5) or more years experience in an activity listed in subsection (58.6.2) will be paid an additional \$500. In the case of itinerants

with more than one building assignment, only one experience stipend may be earned.

58.7 Extended Learning Opportunities and Leadership Assignments – Middle School

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

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

Activity Coordinator -----	\$2,100
Band Director -----	\$2,100
Choir Director-----	\$1,500
Dean -----	\$2,100
Drama Director/Advisor-----	\$1,500
Equity Lead -----	\$2,100
Jazz Club Advisor -----	\$6,500
New Student Orientation & Mentoring-----	\$2,600
Orchestra Director -----	\$1,500
*Robotics/Engineering -----	\$2,100
Student Study Team-----	\$4,000
Teacher Librarian-----	\$2,100

* CTE funded; cannot be assigned for any other use.

Individuals with five (5) or more years experience in an activity listed in this subsection (58.7.2) will be paid an additional \$500.

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

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

58.7.5 In addition, Department Head positions shall be compensated \$2,500 for each of the following departments: Social Studies, Language Arts, Math, Science, PE, World Language, Music/Art, Directed Studies.

58.8 Extended Learning Opportunities and Leadership Assignments – High School

58.8.1 Each high school shall be allocated \$10,000 to compensate certificated employees for collegial planning, building leadership positions and extended

learning opportunities (including health and fitness, core academics, and educational enrichment) for students at all levels of achievement.

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

Activity Coordinator	\$6,500
Annual Advisor	\$4,000
Athletic Director	\$6,500
Band Director	\$6,500
Assistant Band Director	\$2,100
Choir Director	\$2,600
Class Advisor – Freshman	\$2,100
Class Advisor – Sophomore	\$2,100
Class Advisor – Junior	\$2,100
Class Advisor – Senior	\$2,100
*Culinary Arts	\$4,000
Dean	\$6,500
Debate	\$2,100
*DECA	\$4,000
Drama Director/Advisor	\$6,500
Equity Lead	\$2,100
Literary Arts Magazine	\$2,100
National Honor Society Advisor	\$1,500
New Student Orientation & Mentoring	\$2,600
Newspaper	\$4,000
Orchestra Director	\$2,600
*Robotics/Engineering	\$4,000
Student Study Team	\$4,000
Teacher Librarian	\$2,100
*Video Production	\$4,000

* CTE funded; cannot be assigned for any other use.

Individuals with five (5) or more years experience in an activity listed in this subsection (58.8.2) will be paid an additional \$500.

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

10-24 sections per semester	\$4,000
25-34 sections per semester	\$5,000
35+ sections per semester	\$6,000

Each secondary special education department shall have one department head compensated at \$6,000.

1 All department head positions for the ensuing school year shall be posted in
2 each building by June 1. The principal, upon request, shall provide the
3 reason(s) for such decisions to a certificated employee who applied and was
4 not appointed.

5 58.8.4 In addition to the Learning Resource Center amount identified in Section
6 58.8.2, when a building principal and head librarian mutually agree that the
7 head librarian should attend department head meetings, the head librarian
8 will be paid for their time at the meeting at the certificated hourly rate.

9 58.9 Each Dean, Activity Coordinator and Athletic Director shall be contracted for ten
10 (10) additional 8-hour days beyond the certificated employee's contract year,
11 compensated on a per diem basis on a supplemental contract.

12 58.10 Career and Technical Education (CTE):

13 58.10.1 Program Advisory Chairs. Program advisories are co-chaired by a
14 community member and a teacher. A stipend will be provided for the
15 teacher co-chair of each of the Program Advisory Committees. The stipend
16 will be equivalent to 5 hours at the Certificated Hourly rate.

17 58.10.2 Program Advisory Meetings. Teachers will compensated at the Certificated
18 Hourly Rate for verified attendance at Program Advisory Committee
19 meetings. Compensation will not exceed 4.5 total hours per teacher for the
20 year (three, 1.5-hour meetings). Program advisory chairs are compensated
21 hourly for their attendance at meetings, in addition to the stipend for serving
22 as co-chair. Program Advisory Committee meetings are not required to
23 occur at district facilities.

24 58.10.3 Required Training. All CTE teachers are required to maintain valid CPR and
25 First Aid certificates and will be provided appropriate classroom safety
26 training and hazardous materials training, specific to their course, at no cost.
27 The district will provide training multiple times a year during contracted,
28 non-student time, or as compensated time outside the workday, as referenced
29 in Section 65.5.

30 58.10.4 District-wide CTE meetings. With prior approval from the CTE Director,
31 CTE meetings outside the regularly contracted workday will be compensated
32 at the Certificated Hourly Rate.

33 58.10.5 Laboratory maintenance. With prior approval from the CTE Director, CTE
34 teachers will be compensated at the Certificated Hourly Rate for laboratory
35 maintenance.

36 58.10.6 CTE Course Frameworks and Student Leadership Documents. For each
37 unique semester-long course, two hours at the Certificated Hourly Rate will
38 be provided to each CTE teacher who maintains their current course

frameworks and student leadership documents. When revisions to course frameworks or student leadership documents beyond the annual update are necessary, the district will provide, with pre-approval, release time and/or extra hourly compensation at the Certificated Hourly Rate.

58.10.7 Career and Technical Student Organization (CTSO)/Leadership Equivalency. For purposes of this collective bargaining agreement, both CTSOs and Leadership Equivalencies shall be known as CTE student clubs. No teacher is required to serve as an advisor to a CTE student club. Those teachers serving as advisors to CTE student clubs shall be compensated according to the negotiated stipend schedule in Sections 58.7.2 and 58.8.2 above. Teachers shall have the ability to develop new CTE student clubs, funded through the building ELO allocation outlined in 58.7.1 and 58.8.1. If a club meets the requirements and receives OSPI approval, the District and SEA shall negotiate an appropriate stipend, to be incorporated into the CBA.

58.10.8 Competitions. Beginning in the 2019-2020 school year, when students qualify for competitions related to CTE student clubs, the district will pay the travel costs (including travel, food and lodging) for advisors who are pre-approved by the CTE Director to attend the competition. Additional compensation will be paid to each advisor for the student supervision required for competitions, as follows:

Student day – release time with no loss of pay, plus per diem rate of pay for each contact hour beyond the normal workday, up to eight (8) hours
Non-student day – per diem rate of pay for each contact hour up to sixteen (16) hours

59.0 EXTENDED RESPONSIBILITIES

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

59.2 Counselors

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

1 59.2.2 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 59.2.3 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 59.3 Special Programs Educational Staff Associates

12 59.3.1 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 59.3.2 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 59.3.3 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 59.3.4 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 their supervisor. A School Psychologist may
34 also flex their work-year schedule, by mutual agreement of the employee
35 and their supervisor, to work additional days during high-demand times
36 (e.g., before the school year) instead of other student or non-student
37 workdays in the regular employee work calendar.

38 59.3.5 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.

59.4 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.

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

59.5 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:

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

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

59.5.3 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.

59.6 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 hourly rate for the time spent covering classes.

59.7 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.

60.0 AUTHORIZED PAYROLL DEDUCTION

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

61.0 GROUP INSURANCE

Beginning January 1, 2020, the language in Section 61.1-61.4 shall expire and be replaced by Sections 61.5-61.10 and the MoU entitled "Transition to SEBB"

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

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

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

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

61.1.4 The cost of mandatory group insurance plans mutually approved by the District and Association (dental, vision, long-term disability, and term life insurance which pays the annual salary of the employee) will be subtracted from the District contribution (identified in paragraph 61.1.1 above) each month, and the remainder will be applied toward any mutually-approved medical insurance plan selected by the Employee. Any remaining portion of the medical insurance premiums will be deducted from the Employee's salary warrant.

61.1.5 Any portion of the Employee's insurance allocations remaining after subtracting the cost of mandatory and medical insurance premiums will be pooled for the sole benefit of other Employees with out-of-pocket medical insurance premium costs. This monthly pool amount will be calculated in October and then re-calculated in April of each year (for distribution during the calculation month and during the five (5) following months). Each month, each Employee with out-of-pocket costs will be credited with an equal dollar amount of the pool, per FTE, up to the total cost of the

Employee's out-of-pocket cost for premiums, or until the pool is exhausted, whichever comes first (commonly referred to as "pooling by rounds").

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

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

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

61.1.9 The amount of the mandatory employer taxes not expended by the District due to employee participation in a Section 125 individual medical savings account shall be added to the insurance pool described in Section 61.1.3. This amount shall be calculated based on elections which take effect January 1 of the current school year.

61.2 An employee may elect to have optional group insurance programs approved by the District (e.g. supplemental life, short term disability insurance and accidental death and dismemberment) deducted from their salary warrant. The entire premium for any of these Optional Supplemental Insurances will be a full salary deduction. None of the unused contribution, from the Basic Group Insurance as described in Section 61.1, can be applied to the Optional Supplemental Insurance premiums.

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

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

1 61.5 School Employees Benefit Board (SEBB) Program:

2 61.5.1 Effective January 1, 2020, the District will implement the State's mandatory
3 insurance program administered by the Washington Health Care Authority
4 through the School Employees Benefits Board (SEBB). The District shall
5 pay the full portion of the employer contribution as adopted in the School
6 Employees Health Care Coalition agreement for all employees who meet
7 eligibility requirements outlined below. For purposes of benefits provided
8 under the SEBB, school year shall mean September through August, and
9 shall also be referred to as the eligibility year.

10 61.5.2 The District will implement the School Employees Health Care Coalition
11 agreement when collecting the employee premiums which will be paid to the
12 Health Care Authority (HCA) through payroll deduction for the month in
13 which the employee receives benefits.

14 61.5.3 The District will provide benefits to employees, to include those benefits
15 offered through SEBB, and at a minimum include the following:

- 16 • Basic Life and accidental death and dismemberment insurance
17 (AD&D)
- 18 • Basic Long-term Disability
- 19 • Vision
- 20 • Dental including orthodontia
- 21 • Medical Plan

22 61.5.4 Employees are eligible to participate in the Medical Flexible Spending
23 Arrangement (FSA) and Dependent Care Assistance Program (DCAP)
24 offered by SEBB. Employees will also have the option of enrolling in a
25 Health Savings Account (HSA) when they select a qualifying High
26 Deductible Health Plan (HDHP) for their medical insurance. In addition,
27 employees will be able to utilize payroll deduction for any supplemental
28 insurance that they choose to enroll in through SEBB (e.g. increased Life,
29 AD&D, Long-term disability, etc.).

30 61.6 Eligibility

31 61.6.1 All employees, including substitute employees, shall be eligible for full
32 insurance coverage under the SEBB program if they work, or are anticipated
33 to work 630 hours or more in an eligibility year, so long as they maintain an
34 employee/employer relationship. Once eligibility is established, it shall be
35 maintained for the remainder of the eligibility year.

36 61.6.2 Should an employee who previously was not expected to be eligible for
37 benefits under SEBB work 630 hours in one year, the employee will become
38 eligible for benefits to begin the month after attaining 630 hours.

- 1 61.6.3 When an employee is hired into a position that would qualify for benefits if
2 filled for the full eligibility year, and there are not enough days remaining in
3 the year to achieve 630 hours, that employee will be provided with benefits
4 coverage.
- 5 61.6.5 All compensated hours in any position within the district shall count for
6 purposes of establishing eligibility. Part-time employees may document
7 hours worked for extended learning opportunity and leadership assignments
8 described in Section 58.0, and for any other stipend or extended contract in
9 this collective bargaining agreement, to meet benefit eligibility requirements.
- 10 61.7 Benefit Enrollment and Continuity of Coverage:
- 11 61.7.1 In the month of September, benefit coverage for eligible employees begins
12 their first day of work, so long as the employee works on or before the first
13 day of school. For all other eligible employees, benefit coverage will begin
14 the first day of the month which follows the employee's first day of work.
- 15 61.7.2 Employees previously employed by a SEBB employer and eligible for
16 SEBB coverage in the month prior to their first day of work will have
17 uninterrupted benefit coverage if they meet the eligibility requirements
18 above.
- 19 61.8 Leaves:
- 20 61.8.1 Paid leave hours shall count towards eligibility for benefits under this
21 section. Employees who are otherwise eligible for benefits who go on
22 unpaid leave and retain their employee/employer relationship will remain
23 eligible for benefits.
- 24 61.8.2 An employee on approved leave under the federal Family and Medical
25 Leave Act (FMLA) or the Washington State Paid Family Medical Leave
26 (PFML) will continue to receive the employer contribution for insurance
27 coverage in accordance with the federal FMLA or RCW 50A.04.245.
- 28 61.9 Benefit Termination:
- 29 61.9.1 Any employee eligible for benefits who terminates the employee/employer
30 relationship shall continue to receive benefits through their final month of
31 employment.
- 32 61.9.2 In cases where separation occurs after completion of the student year, benefit
33 coverage will continue through August 31. Any exception shall be requested
34 by the employee, and confirmed by the district.
- 35 61.10 Substitutes:

1 61.10.1 Substitute employees shall be eligible for full insurance coverage under the
2 SEBB program if they work, or are anticipated to work 630 hours or more in
3 an eligibility year, or have worked 630 hours in the previous two years. The
4 district will not sever the employee/employer relationship with substitute
5 employees in order to avoid initial or ongoing benefit eligibility.

6 61.11 The District shall make an employee effectiveness program through the District's
7 selected provider available to each certificated employee that includes at least four (4)
8 counseling sessions per incident for the employee or members of the employee's
9 family.

10 61.12 The District and Association agree to continue participation in a medical reserve trust
11 program on a year to year basis for employees separating from employment and
12 eligible for sick leave cash-out under Section 40.10.2. The District and Association
13 also agree to continue participation in a medical reserve trust program on a year to
14 year basis for employees who have accumulated 180 days or more days of sick leave.

15 61.13 The District Insurance Committee shall periodically evaluate supplemental insurance
16 programs. The Association shall appoint three (3) representatives to the committee.

17 61.14 In recognition that SEBB will require the phase-out of negotiated monies from
18 Sections 61.1.1 and 61.1.2 of the Collective Bargaining Agreement, beginning in the
19 2020-2021 school year the district will expense the full value of those monies
20 (\$331,379) to employees through an equal payment to each employee on their
21 November pay warrant.

22 **62.0 INDUSTRIAL INSURANCE COORDINATION**

23 62.1 Whenever an employee is absent from employment as a result of personal illness or
24 injury sustained in the normal course of employment and in the performance of their
25 duties, the employee shall be paid the difference between the employee's full salary
26 and that allowed by State industrial insurance compensation. The combined insurance
27 and leave payments cannot total more than the employee's regular contract salary.
28 Any overpayments shall be returned to the District by the employee. No part of such
29 absence shall be charged to sick leave.

30 **63.0 SITE-BASED DECISION MAKING PROCESS**

31 63.1 Each building shall be allocated \$1,526 for site-based decision making activities as
32 determined in the decision making model described in Section 63.2.

33 63.2 Decisions which this Agreement delegates to a building or site's certificated staff and
34 administrator(s) shall be accomplished through the equitable participation of staff and
35 building administration in designing an equitable process to share and examine
36 information and to reach a decision. An equitable process will include the following
37 principles, as appropriate:

- a. Defining jurisdictional issues, recognizing that the final decision rests with those legally and professionally responsible;
- b. Explaining the process for making the decision before the process begins;
- c. Defining whether input or influence will be sought as to “how” and “from whom”;
- d. Analyzing the impact of potential decisions on a school and on the system;
- e. Seeking input from other groups who can provide information, such as the 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.

- 63.3 The use of professional development funds allocated to buildings will be the subject of the decision making process under Section 63.2.

64.0 TECHNOLOGY

- 64.1 All certificated staff recognized in Sections 1.1.1 and 1.1.2 of this bargaining agreement shall be issued the current version of the certificated staff laptop. If the district issues a different device to students, teachers working with students using those devices shall also be offered the device.

- 64.2 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 upon request.

- 64.3 The District shall provide access to language line and translation services, and work with the Association to define use expectations for communication with families whose primary home language is other than English.

- 64.4 Beginning in September each year, secondary teachers will be responsible for updating and communicating student academic progress online twice per month. Teachers who do not assign academic grades will be excluded from this requirement. Based upon input from secondary teachers, schools will announce to the community the dates upon which grades will be updated via the public building calendar. 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 learning management system or student information system that includes a grading utility shall be the subject of a mutual agreement between the Association and the District as memorialized in a memorandum of understanding.

- 64.5 End of term grade posting schedule: Secondary teachers shall have a uniform and equal length of time to finish grading and posting grades and optional comments for

report cards at the end of quarters and semesters. The deadline for posting grades and optional comments shall be 5 business days after the final day of Q1, Q2/S1, and Q3 by 3:00pm. The deadline for posting grades and optional comments for report cards shall be the final student day by 3:00pm for Q4/S2.

- 64.6 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. Each classroom with students in Grades 3-8 shall have a cart(s) of devices for student use at a ratio of 1:1.

65.0 SAFETY AND EMERGENCY PREPAREDNESS

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

- 65.2 The District shall designate building staff responsible for emergency evacuation situations. Those staff shall be selected from volunteers. Each building will designate an administrator or a non-supervisory certificated employee as the designated building emergency preparation lead. The District will train the selected staff and provide guidance in creating an individualized Incident Command System (ICS) plan for each school site.

- 65.3 Certificated employees required to stay at school buildings or district designated facilities outside the employee's contract day (involuntary service) for emergency situations shall be paid at their per diem hourly rate.

- 65.4 The district will perform and publish an annual audit of all schools and administrative buildings regarding emergency supplies based on the recommendation of the Office of Superintendent of Public Instruction. The District will incur the full annual cost of bringing buildings into compliance with these standards.

- 65.5 The District will provide, at no cost to employees, access to the following training:

- CPR
- Stop the Bleed
- Basic First Aid

- 65.6 No employee may be asked, required or allowed to carry a firearm on school grounds.

1 **66.0 DURATION OF AGREEMENT**

2 66.1 This Collective Bargaining Agreement shall be effective as of September 1, 2018, and
3 continue in effect until August 31, 2021.

4 66.2 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 66.3 During the term of this Agreement, should the District be mandated to provide
7 benefits through the School Employee Benefits Board (SEBB), this Agreement may
8 be reopened by either party to negotiate the impact of the new state law.


9 66.4 This Agreement may be reopened by either party to negotiate any implementation
10 issues related to the adoption of the early release model.

11 66.5 In the spring of the 2019-2020 school year, this Agreement may be reopened by
12 either party to negotiate Elementary Music and PE Overload as described in Section
13 32.4.6.


14
15 Ratified August 22, 2018 by the Shoreline Education Association
16 Approved September 6, 2018 by the Shoreline Board of Directors
17 Final edits mutually agreed upon March 22, 2019

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20 Dated this 3rd day of February, 2021.

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24 SHORELINE EDUCATION ASSOCIATION

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28 _____
29 Matt Reiman, SEA President

SHORELINE SCHOOL DISTRICT #412

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28 _____
29 Rebecca Miner, Superintendent and
30 Secretary to the Board of Directors

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37 Lyn Sherry, UniServ Director

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36 _____
37 Marla S. Miller, Deputy Superintendent

APPENDIX A - 2018-2019 SEA Certificated Salary Schedule

Years of Service	1 BA	2 BA+15	3 BA+30	4 BA+45	7 BA+90/ MA+0	8 MA+45	9 MA+90/ PhD	
0	50,542	51,614	52,709	53,827	54,968	56,134	57,325	Base (180 days)
	2,246	2,294	2,343	2,392	2,443	2,495	2,548	TRI Time (8 days)
	9,300	9,497	9,698	9,904	10,114	10,329	10,548	TRI Responsibility
	62,088	63,405	64,750	66,123	67,525	68,958	70,421	Total Compensation
1	52,260	53,369	54,501	55,657	56,837	58,043	59,274	Base (180 days)
	2,323	2,372	2,422	2,474	2,526	2,580	2,634	TRI Time (8 days)
	9,616	9,820	10,028	10,240	10,458	10,680	10,907	TRI Responsibility
	64,199	65,561	66,951	68,371	69,821	71,303	72,815	Total Compensation
2	54,037	55,183	56,354	57,549	58,770	60,016	61,289	Base (180 days)
	2,402	2,453	2,505	2,558	2,612	2,667	2,724	TRI Time (8 days)
	9,943	10,153	10,369	10,589	10,814	11,043	11,277	TRI Responsibility
	66,382	67,789	69,228	70,696	72,196	73,726	75,290	Total Compensation
3	55,874	57,060	58,270	59,506	60,768	62,057	63,373	Base (180 days)
	2,483	2,536	2,590	2,645	2,701	2,758	2,817	TRI Time (8 days)
	10,281	10,499	10,721	10,949	11,181	11,419	11,660	TRI Responsibility
	68,638	70,095	71,581	73,100	74,650	76,234	77,850	Total Compensation
4	57,774	59,000	60,251	61,529	62,834	64,167	65,528	Base (180 days)
	2,568	2,622	2,678	2,735	2,793	2,852	2,912	TRI Time (8 days)
	10,630	10,856	11,086	11,321	11,561	11,807	12,057	TRI Responsibility
	70,972	72,478	74,015	75,585	77,188	78,826	80,497	Total Compensation
5	59,739	61,006	62,300	63,621	64,970	66,348	67,756	Base (180 days)
	2,655	2,711	2,769	2,828	2,888	2,949	3,011	TRI Time (8 days)
	10,992	11,225	11,463	11,706	11,954	12,208	12,467	TRI Responsibility
	73,386	74,942	76,532	78,155	79,812	81,505	83,234	Total Compensation
6	61,770	63,080	64,418	65,784	67,179	68,604	70,059	Base (180 days)
	2,745	2,804	2,863	2,924	2,986	3,049	3,114	TRI Time (8 days)
	11,366	11,606	11,853	12,104	12,361	12,623	12,891	TRI Responsibility
	75,881	77,490	79,134	80,812	82,526	84,276	86,064	Total Compensation
7	63,870	65,225	66,608	68,021	69,463	70,937	72,441	Base (180 days)
	2,839	2,899	2,960	3,023	3,087	3,153	3,220	TRI Time (8 days)
	11,752	12,001	12,256	12,516	12,782	13,052	13,329	TRI Responsibility
	78,461	80,125	81,824	83,560	85,332	87,142	88,990	Total Compensation
8	66,041	67,442	68,873	70,333	71,825	73,349	74,904	Base (180 days)
	2,935	2,997	3,061	3,126	3,192	3,260	3,329	TRI Time (8 days)
	12,152	12,410	12,673	12,941	13,216	13,496	13,782	TRI Responsibility
	81,128	82,849	84,607	86,400	88,233	90,105	92,015	Total Compensation
9		69,735	71,214	72,725	74,267	75,842	77,451	Base (180 days)
		3,099	3,165	3,232	3,301	3,371	3,442	TRI Time (8 days)
		12,832	13,104	13,382	13,665	13,955	14,251	TRI Responsibility
		85,666	87,483	89,339	91,233	93,168	95,144	Total Compensation
10			73,636	75,197	76,792	78,421	80,084	Base (180 days)
			3,273	3,342	3,413	3,485	3,559	TRI Time (8 days)
			13,549	13,836	14,130	14,430	14,736	TRI Responsibility
			90,458	92,375	94,335	96,336	98,379	Total Compensation

Years of Service	1 BA	2 BA+15	3 BA+30	4 BA+45	7 BA+90/ MA+0	8 MA+45	9 MA+90/ PhD	
11				77,754	79,403	81,087	82,807	Base (180 days)
				3,456	3,529	3,604	3,680	TRI Time (8 days)
				14,307	14,610	14,920	15,237	TRI Responsibility
				95,517	97,542	99,611	101,724	Total Compensation
12				80,398	82,103	83,844	85,623	Base (180 days)
				3,573	3,649	3,726	3,805	TRI Time (8 days)
				14,793	15,107	15,428	15,755	TRI Responsibility
				98,764	100,859	102,998	105,183	Total Compensation
13					84,895	86,695	88,534	Base (180 days)
					3,773	3,853	3,935	TRI Time (8 days)
					15,621	15,952	16,290	TRI Responsibility
					104,289	106,500	108,759	Total Compensation
14					87,781	89,643	91,544	Base (180 days)
					3,901	3,984	4,069	TRI Time (8 days)
					16,152	16,494	16,844	TRI Responsibility
					107,834	110,121	112,457	Total Compensation
15					90,765	92,691	94,657	Base (180 days)
					4,034	4,120	4,207	TRI Time (8 days)
					16,701	17,055	17,417	TRI Responsibility
					111,500	113,866	116,281	Total Compensation
16 & Over					93,852	95,842	97,875	Base (180 days)
					4,171	4,260	4,350	TRI Time (8 days)
					17,269	17,635	18,009	TRI Responsibility
					115,292	117,737	120,234	Total Compensation

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APPENDIX B – 2018-2019 CALENDAR

Shoreline Public Schools

****FINAL** 2018-2019 SCHOOL CALENDAR Approved 9.6.18**

2018				
MON	TUE	WED	THUR	FRI
JULY				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
AUGUST				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21*	22*	23*	24*
27*	28*	29*	30*	31*
SEPTEMBER				
3	4*	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
OCTOBER				
1	2	3	4	5
8	9*	10	11*	12*
15	16	17	18	19
22	23	24	25	26
29	30	31		
NOVEMBER				
			1	2*
5	6	7	8	9
12	13	14	15	16
19	20	21*	22	23
26	27	28	29	30
DECEMBER				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

2019				
MON	TUE	WED	THUR	FRI
JANUARY				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31*	
FEBRUARY				
				1*
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	
MARCH				
				1
4*	5*	6	7*	8*
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
APRIL				
1	2	3	4	5*
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			
MAY				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31
JUNE				
3*	4	5	6	7
10	11	12	13	14*
17	18	19	20	21
24	25	26	27	28

Date	Use	Description
18 Jul 4		Independence Day (federal holiday)
Jul 5		Additional Independence Day Holiday (Certain Shoreline CBAs)
Aug 21	D/D	Non-Student SEA Staff Workday
Aug 22	P/C	Non-Student SEA Staff Workday
Aug 23	I/P	Non-Student SEA Staff Workday
Aug 24	P/C	Non-Student SEA Staff Workday
14 Aug 27	P/I	Non-Student SEA Staff Workday
Aug 28	I/I	Non-Student SEA Staff Workday
Aug 29		First day of School Grades 1 through 12
Aug 29 - 31		WaKIDS Conf with K Parents; no school for K students
Sep 3		Labor Day (federal holiday)
Sep 4		First day of School for Kindergarten Students
21 Sep 12		First Weekly Early Release Wednesday; all students released 100 minutes before normal end time
Oct 9,11,12		Elementary Parent Conferences - Half-Day Release of Elementary Students
Nov 2		End of 1st Quarter (Secondary)
Nov 12		Veterans Day (federal holiday)
Nov 21		Half day release for all students and SEA certificated staff
Nov 22 - 23		Thanksgiving Break (federal holiday plus one day)
17 Dec 24 - Jan 4		Winter Break
Jan 21		Martin Luther King Jr. Day (federal holiday)
Jan 31		End of 1st Semester (& End of 2nd Quarter - Secondary)
Feb 1	I/I	No School; Work Day for SEA Staff
Feb 18		President's Day (federal holiday)
Feb 19 - 22		Mid-Winter Break; No School, Non-Work Days for Employees on School-Year Calendar
22 Mar 4,5,7,8		Elementary Parent Conferences - Half-Day Release of Elementary Students
Apr 5		End of 3rd Quarter (Secondary)
Apr 22 - 26		Spring Break; No School, Non-Work Days for Employees on School-Year Calendar
May 27		Memorial Day (federal holiday)
Jun 3	I/I	No School; Work Day for SEA Staff
Jun 14		Likely last day of school; half-day release all students


Use Codes:

C	Collegial Time
P	Principal Time
D	District Time
A	Administrator Time*
I	Individual Time

*Please see additional details on separate sheet:
"Administratively-Planned Early Release Days"

* see note on right

 schools closed

 non-student workday

Total Student Days 180

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

Jul 4	Independence Day Holiday (federal holiday)
Jul 5	Additional Independence Day Holiday (Certain Shoreline CBAs)

APPENDIX C – 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 – That portion of total compensation identified on the salary schedule as “Base (180 days)” which compensates employees for 180 contract days.

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 DAY – eight (8) hours including conference/planning time, travel, and a duty-free lunch in accordance with State laws, rules, and regulations.

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.

1 EDUCATION ADJUSTMENT – a horizontal movement on the basis of increased education credits on
2 the salary schedule.

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

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

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

10 PER DIEM HOURLY RATE – Total base salary as reflected on the SEA Certificated Salary Schedule
11 (Appendix A), divided by 180 days, divided by 8 hours.

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

16 RESPONSIBLE ADMINISTRATOR – the school official most closely associated with the grievance.

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

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

26
27 TEACHER – "certificated personnel," "certificated employee," "educational employee," "employee," or
28 "member of the bargaining unit" refers to employees represented in the bargaining unit as defined in
29 Article 1.0.

30 TRI - Compensation provided for additional time, responsibility or as an incentive, including that portion
31 of total compensation identified on the salary schedule as “TRI Time (8 days)” and “TRI Responsibility.”

32 TERMS RELATED TO SHARED DECISION MAKING

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

36 INPUT - is the genuine opportunity to submit information an/or to be heard by the decision makers. The
37 decision makers are responsible for expressing how the input is fed into the rationale for making the
38 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.

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

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

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

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

APPENDIX D – ADDENDUM PERTAINING TO CERTIFICATED SUBSTITUTES

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 in any single assignment less than thirty (30) days.
- 2.2 Senior Daily Substitute. Substitutes who are retired from public school employment are considered “Senior Daily Substitutes.”

3.0 COMPENSATION

3.1 Daily Substitutes:

- 3.1.1 A Regular Daily Substitute as defined in Section 2.1 shall be paid \$190.00 per full day and \$95.00 per half day.
- 3.1.2 A Senior Daily Substitute as defined in Section 2.2 shall be paid \$200.00 per full day and \$100.00 per half day.
- 3.1.3 Rates of pay for Mondays and Fridays shall be increased by an additional \$25 per day in recognition of the increased likelihood of a substitute shortage on these days of the week.
- 3.1.4 Daily Substitute employees shall be paid a \$500 bonus after working fifty (50) full or half-day assignments in a school year, and for each fifty (50) full or half day assignments worked thereafter, up to a total of \$1,500 in potential substitute bonus earnings per school year. Two half-day assignments worked in one day shall count as two separate assignments for purposes of bonus eligibility.
- 3.1.5 In order to maintain competitive substitute rates of pay, the District will annually survey the substitute rates of pay for positions the most equivalent to those referenced in Sections 2.1 and 2.2 above, in Edmonds, Northshore, Seattle, and Shoreline. The results of the survey will be used to set the substitute rates of pay for the subsequent year, such that Shoreline’s substitute rates of pay shall be ranked no lower than second amongst the four survey districts. Beginning in 2019-2020 the rates of pay in 3.1.1 and 3.1.2 above shall be adjusted accordingly.
- 3.2 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 thirty (30) school days. Substitutes employed on a leave replacement contract shall be contracted for the FTE of the position they are filling.

1 **4.0 ASSOCIATION MEMBERSHIP**

2 4.1 A substitute teacher shall have the right to Association membership by voluntarily signing a
3 membership form with the Shoreline Education Association.

4 4.2 The District agrees to deduct authorized dues or representation fees established by the
5 Association from the salary warrant of certificated employees.

6 4.3 Membership shall continue year to year under the provisions of Article 2 unless the substitute
7 submits a written revocation to the Association between August 15 and September 30.

8 4.4 The Association agrees to indemnify and hold harmless the District from any and all liability
9 resulting from the dues/representation fee payroll deduction system.

10 4.5 On or before the beginning of each school year, the Association shall give written notice to
11 the District of the dollar amount of dues of the Association which is to be deducted in the
12 coming school year under payroll deduction. The amount of this deduction shall not be
13 subject to change during the school year. The District agrees to remit to the Association all
14 monies so deducted, accompanied by a list of substitutes from whom the deductions have
15 been made. A duplicate list shall be provided the Association. The Association agrees to
16 reimburse the District those sums in excess of the total amount due, provided the Association
17 actually received the excessive amount.

18 **5.0 SUBSTITUTE TEACHER HANDBOOK**

19 5.1 All substitutes shall be provided a copy of the Shoreline School District Substitute Handbook
20 and Addendum to the Collective Bargaining Agreement with the Shoreline Education
21 Association. The contents of the Shoreline School District Substitute Handbook will be
22 mutually agreed upon annually via regularly scheduled Labor Management meetings.

23 **6.0 WORKDAY**

24 6.1 Substitutes may be assigned for a half-day, defined as four (4) hours, or a full-day, defined as
25 eight (8) hours. Full-day assignments include a thirty (30) minute, duty-free, uninterrupted
26 lunch time.

27 6.2 Activities outside regular classroom work are the responsibility of all members of the faculty.
28 Substitutes will be expected to perform all responsibilities that would have been expected of
29 the regular employee during the normal workday of the position being filled. Such activities
30 do not include extracurricular contract assignments.

31 6.3 A substitute who is erroneously called by the District and reports for duty as assigned may
32 choose to remain at the building on an alternate assignment designated by a building
33 administrator for one-half (1/2) day, providing he/she cannot be immediately reassigned by
34 the Substitute Office, and shall be paid at the half-day rate.

35 6.4 Substitutes working in a long-term assignment as defined in Section 3.3 will be paid to work
36 the non-student supplemental workdays falling within the long-term assignment.

1 **7.0 TRAINING AND TECHNOLOGY**

2 7.1 The District shall provide at least one (1) half-day substitute workshop per year. Each
3 substitute employee shall be paid \$75 to attend one of these workshops each year.
4 Substitutes may attend other professional development offerings on a space available basis as
5 determined by the District. Substitutes who achieve the first level of the bonus described in
6 3.1.4 will be paid an additional \$75.00 if they have also completed the District's annual
7 mandatory Safe Schools training prior to earning the bonus.

8 7.2 Daily substitutes shall be provided with a laptop checked out at the school, designated for
9 daily substitute use. Substitutes who are employed on a leave replacement contract per
10 Section 3.3 above shall be provided with a certificated staff laptop and a back up hard drive.
11 Substitutes on leave replacement contracts will be assigned an individual district email
12 address. Daily substitutes will be provided access to a school-based general substitute email
13 address.

14 **8.0 ASSIGNMENT AND INTERVIEW CONSIDERATIONS**

15 8.1 Assignments. In assigning daily substitute jobs, the District will first consider requests by
16 contracted teachers.

17 8.2 Interview Considerations. Substitute teachers who make application to the District and meet
18 the qualifications for the position(s) may be considered for an interview. Substitutes seeking
19 posted positions must complete a specific job application form available in the Human
20 Resources Office.

21 8.3 Upon request, a substitute will be informed by the Building Administrator or the Director of
22 Human Resources when an issue arises regarding job performance which may result in their
23 exclusion from a classroom or building.

24 **9.0 PERSONNEL FILES**

25 9.1 The District shall maintain a single personnel file, which shall be kept in the Human
26 Resources Office and shall be controlled by the Director of Human Resources.

27 9.2 The substitute shall have the right to examine his/her personnel file in the presence of the
28 Director of Human Resources or his/her designee at a time and place mutually agreeable.
29 Such review may be done in the company of a person of the substitute's own choosing.

30 **10.0 DISCIPLINE OF STUDENTS**

31 10.1 The District and substitute employees shall require acceptable behavior on the part of all
32 students who attend school in the District. Such discipline shall be consistent with District
33 and building-adopted student discipline policy.

34 10.2 The District shall support substitute employees in their efforts to maintain discipline.

35 Beginning January 1, 2020, the language in 11.0 below shall expire, and substitutes' insurance
36 eligibility and benefits shall be defined in Section 61.0 of the collective bargaining agreement.

1 **11.0 INSURANCE**

2 11.1 Each substitute who works seventy-two (72) or more days in the previous school year, or who
3 works seventy-two (72) consecutive work days or more in the same assignment in the current
4 school year, may choose to self-pay premiums in the District's group insurance plans
5 (mandatory plans and optional medical insurance plans) for one school year.

6 11.2 Only those employees who are current and active substitutes on the District's substitute list,
7 and who are members of the Shoreline Education Association as defined in Article 2 of this
8 Addendum shall be eligible for the insurance benefits provided in this Section.

9 11.3 Payments for the insurance benefits provided in this Section shall be made by the fifteenth
10 (15th) of the month prior to the first month of eligibility for coverage (September 15 for
11 October coverage) and prior to the 15th of each subsequent month. It is the employee's
12 responsibility to make timely premium payments. No billings or reminders will be sent to the
13 employee. If payment is not made by the 15th in any month, the employee's option to self-
14 pay the premiums at the District's group rates shall be revoked for the remainder of the year
15 and insurance coverage will be continued only under COBRA rules.

16 **12.0 NON-DISCRIMINATION**

17 12.1 The District and the Association agree that non-discrimination pursuant to federal laws, State
18 laws, and the Washington Administrative Code shall be maintained for all employees under
19 this Agreement. Race, creed, color, religion, national origin, gender, marital status, age,
20 sexual orientation or the presence of any sensory, mental, or physical disability shall not be
21 the basis for discrimination.

22 **13.0 GRIEVANCES**

23 13.1 A substitute employee in a long-term assignment alleging a violation of this Addendum, or
24 any substitute employee seeking reconsideration of his or her removal (for a reason other than
25 inactivity) from the District's substitute list for all schools, may seek resolution of the issue
26 through the process described in this section. Recognizing the tenuous nature of substitute
27 employment, the parties shall seek to resolve the issue and/or advance the process described
28 in this section as rapidly as possible. The time limitations set forth in this section may be
29 waived only by mutual agreement between the District and the Association. Employees who
30 participate as grievants, witnesses, or representatives of the Association or the District shall
31 be guaranteed fairness and freedom from any retaliation by any of these parties.

32 13.2 Step I. The grievant and/or his or her designee(s) shall first present the grievance to the
33 District's Human Resources administrator in writing within twenty (20) business days after
34 the alleged grievance has occurred. Within five (5) business days of receipt of the written
35 grievance, the Human Resources administrator shall meet with the grievant and the
36 Association in an effort to resolve the grievance. The grievant and/or the administrator may
37 each be represented by his or her designee(s). The grievant may choose to have an
38 Association representative present. Every effort shall be made to resolve the grievance at this
39 step in an informal manner. The designated administrator shall provide the grievant with a
40 written answer within five (5) business days after the meeting. The answer shall include the
41 reasons upon which the decision was based.

1 13.3 Step II. If the grievant does not accept the disposition of the grievance, or if no disposition
2 has been made within five (5) business days of such meeting, the grievance may be
3 transmitted by the grievant and the Association to the Superintendent or his/her designee(s)
4 within five (5) business days. If the Superintendent has chosen a designee for the grievance,
5 both the Superintendent and the designee shall receive copies of the grievance. The
6 Superintendent or his/her designee(s) shall meet with the grievant and the Association within
7 ten (10) business days of receiving notification of appeal, shall indicate the disposition of the
8 grievance in writing within ten (10) business days of such meeting, and shall furnish a copy
9 to the grievant. The decision of the Superintendent will be final.

10 14.0 **SUBSTITUTE COUNSELOR COVERAGE**

11 Counselors may request using the Aesop system. Eligibility for substitute coverage shall
12 begin on the third (3rd) consecutive day of absence or anticipated absence.

APPENDIX E – CASCADE K-8 COMMUNITY SCHOOL ADDENDUM

Cascade K-8 Community School (CK8) is a K-8 multi-age, parent-involved, innovative school of choice serving students from 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.

1.0 PLANNING TIME

- 1.1 Planning time shall be allocated for all K-5 teachers at CK8 in the same amount as the elementary allocation model cited in 18.4.3 and 18.4.4, 6-8 teachers 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 Overload remedies shall be applied per the appropriate section of the collective bargaining agreement. The certificated support teacher provided for combination classrooms in Section 32.3.5 shall not be provided.

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 EXTENDED LEARNING OPPORTUNITIES AND LEADERSHIP

- 6.1 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.

- 6.2 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.

- 6.3 CK8 shall be allocated the following amounts for specific special assignments:

Overnight Camp Coordination Teams -----	\$6,000
Band Director -----	\$500
Dean -----	\$2,100

Equity Lead -----	\$1,000
Field Day Coordinator -----	\$500
Orchestra Director -----	\$500
*Robotics/Engineering -----	\$2,100
State Testing Coordinator-----	\$1,000
Student Study Team -----	\$4,000
Teacher Librarian -----	\$2,100

*CTE funded; cannot be assigned for any other use.

- 6.4 Except as noted above, the funds allocated to any activity or leadership assignment in 6.2 above that remains unfilled or fails to commence within ten (10) school days of the expected starting date may be reallocated to the general pool allocated for activity and leadership assignments at the CK8 site and will be distributed in accordance with the site-based decision-making model in Section 62.2.

7.0 SITE-BASED DECISION MAKING

- 7.1 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.

8.0 KINDERGARTEN

- 8.1 The start date configuration for kindergarten students shall be determined by the CK8 staff and administrator, and approved by the District administrators responsible for transportation and confirming compliance with instructional minutes, so long as all supports for WaKIDS provided to kindergarten classrooms at comprehensive elementary schools shall also be provided to CK8.


9.0 STATUS OF ADDENDUM

- 9.1 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 August 22, 2018 by the Shoreline Education Association
Approved September 6, 2018 by the Shoreline Board of Directors
Final edits mutually agreed upon March 22, 2019

Dated this 3rd day of February, 2021.

SHORELINE EDUCATION ASSOCIATION


Matt Reiman, SEA President


Lyn Sherry, UniServ Director

SHORELINE SCHOOL DISTRICT #412


Rebecca Miner, Superintendent


Marla S. Miller, Deputy Superintendent

Between
Shoreline School District No. 412 and Shoreline Education Association

Shoreline School District No. 412 ("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 or another qualified group health plan and to which the Employer shall remit contributions only on behalf of eligible employees who are enrolled in or covered by such qualified group health plan and any, other contributions that may be permitted under applicable law from time to time; 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 or another qualified group health 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.

[X] Sick Leave Contributions - Annual: Eligibility for contributions on an annual basis is limited to employees who have accumulated 180 days (or more if eligible(t)) 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.

[X] 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, 2018 to August 31, 2019⁽²⁾.

Signed for Shoreline Education Association

Date

Signed for Shoreline Education Association

Date

Signed for Shoreline School District No. 412

Date

⁽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 G - 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.

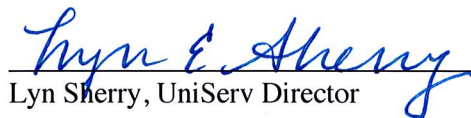
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Approved September 6, 2018 by the Shoreline Board of Directors
Final edits mutually agreed upon March 22, 2019

Dated this 3rd day of February, 2021.

SHORELINE EDUCATION ASSOCIATION

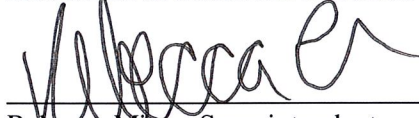


Matt Reiman, SEA President



Lyn Sherry, UniServ Director

SHORELINE SCHOOL DISTRICT #412



Rebecca Miner, Superintendent



Marla S. Miller, Deputy Superintendent

1 **APPENDIX H - HIGHLY CAPABLE PROGRAMMING AND INSTRUCTION**

2 **LETTER OF AGREEMENT**

3
4 Whereas the District and the Association are committed to partnering together to implement the Shoreline
5 Public Schools Instructional Strategic Plan; and,

6
7 Whereas the parties have agreed to implement a Professional Learning Committee in order to provide the
8 District with input and recommendations to best support the Shoreline Public Schools Instructional Strategic
9 Plan through student centered learning; and,

10
11 Whereas the parties have a mutual interest in providing evidence-based instruction; and,

12
13 Whereas the current elementary highly capable model in the area of math has raised efficacy and equity
14 concerns within the teaching and learning community in Shoreline,

15
16 Therefore, the parties will convene a jointly facilitated committee in the 2018-2019 school year to examine
17 issues related to the implementation of highly capable programming:

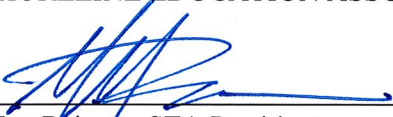
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19 1. The parties will mutually agree to a total number of participants, equally representing and appointed
20 by both the District and Association. Committee members shall be expected to understand and
21 represent the interests of stakeholders who work and learn across multiple subjects, grade levels, and
22 school buildings, and will be expected to communicate their work to that broader audience.
23
24 2. The committee will make recommendations regarding evidence-based best practices in the area of K-
25 12 highly-capable instruction, with an emphasis on equity.
26
27 3. The elementary highly-capable program in Shoreline will be reviewed, including an examination of
28 the efficacy of the walk-to-math program and alignment with the elementary math adoption scheduled
29 for the fall of the 2019-2020 school year.
30

31 The committee's recommendations will be the subject of negotiations through a reopener to the 2018-2021
32 Collective Bargaining Agreement, with a goal of implementing any negotiated changes in the 2019-2020
33 school year.

34
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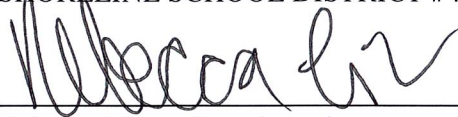
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40 Dated this 3rd day of February, 2021.

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43 SHORELINE EDUCATION ASSOCIATION

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45 _____
46 Matt Reiman, SEA President

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49 _____
50 Lyn Sherry, UniServ Director

51 SHORELINE SCHOOL DISTRICT #412



 Rebecca Miner, Superintendent



 Marla S. Miller, Deputy Superintendent

1 APPENDIX I – COMMITMENT TO COLLABORATION

2
3 MEMORANDUM OF UNDERSTANDING
4
5
6

7 The District and Association bargaining teams are committed to meeting throughout the school
8 year to:


- 9
10 a. address common concerns and mutual interests outside the traditional bargaining cycle;
11 b. engage more people with broader perspectives in ongoing problem-solving;
12 c. develop flexible, creative solutions; and
13 d. cultivate a culture of collaboration and trust.
14

15 The Labor-Management team shall set the agenda and schedule for the bargaining teams. The
16 teams shall bargain new or amended contract language on issues only when there is mutual
17 agreement to do so, and shall document such agreements in memoranda of understanding that
18 extend no longer than the duration of the collective bargaining agreement. The teams may use
19 subcommittees as needed, including for the drafting of contract language or studying of issues.
20 The teams shall identify and engage in training in collaborative problem-solving.
21
22
23

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33 SHORELINE EDUCATION ASSOCIATION

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37 Matt Reiman, SEA President

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41 Lyn Sherry, UniServ Director
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SHORELINE SCHOOL DISTRICT #412



Rebecca Miner, Superintendent



Marla S. Miller, Deputy Superintendent

1 **APPENDIX J - JOINT DISTRICT/SEA EVALUATION COMMITTEE**

2
3 **LETTER OF AGREEMENT**
4
5

6 Whereas the District and the Association are committed to partnering together to implement evaluation
7 systems as tools to facilitate professional growth; and,
8

9 Whereas the Shoreline School District's evaluation model should reflect our commitment to and
10 understanding of quality instruction and professional practice; and,
11

12 Whereas we recognize the need to continue our examination of the supports required to achieve that goal,
13 and to work toward providing mutually agreed support for our evaluation system,
14

15 Therefore, we agree to establish a Joint Evaluation Committee as follows:
16

- 17 4. Committee members shall be expected to understand and represent the interests of administrators
18 and SEA members who work across multiple subjects, grade levels, and school buildings, and
19 will be expected to communicate their work to that broader audience.
20
- 21 5. The District and the Association shall each appoint up to five (5) District and seven (7)
22 Association representatives to serve on the committee. Committee members shall be reappointed
23 annually.
24
- 25 6. The Director of Professional Practice and UniServ Director shall serve as co-chairs of the
26 committee and will be responsible for scheduling meetings, setting agendas and keeping the
27 committee focused on the products and processes identifies in this agreement.
28
- 29 7. The committee shall set its own schedule of meetings, while making every effort to minimize the
30 necessity of providing substitutes for committee members. The District will pay the cost of
31 substitutes to provide mutually agreed release time to SEA members serving on the committee to
32 attend committee meeting during the regular school day. Any additional expenses of the
33 committee shall be discussed in advance with cost-sharing determined upon mutual agreement.
34
- 35 8. The committee is expected to examine and make recommendations regarding the following:
36
- 37 a. Training/professional development necessary to ensure successful
38 implementation of the four-tier evaluation system. The committee will consider
39 implications for classroom teachers and administrators, as well as any other
40 group of applicable SEA members, and make recommendations related to the
41 need for cyclical training;
42
- 43 b. The outcomes of mutually agreed upon evaluation pilots which are being
44 implemented with various groups or subgroups of SEA members who are not
45 classrooms teachers. These groups may include: Instructional Leaders
46 (TOSAs/Instructional Coaches), Therapeutic Specialists, Counselors, Teacher
47 Librarians, Activity Coordinators, Deans, Athletic Directors, or any other
48 mutually agreed upon group or subgroup of SEA members;
49


- 1 c. Current practices across the district related to collaborative scoring, with the goal
2 of making training recommendations and clarifying expectations around scoring
3 practices to promote genuine collaborative scoring; and,
4
5 d. Evaluation scoring tools, including continued use of eVAL or alternatives to it.
6 Such examination shall include implementation and assessment of a voluntary
7 pilot of the School Data Systems Evaluation Tool in the 2019-2020 school year.
8 The pilot design and parameters shall be approved by the SEA Labor
9 Management Committee.
10
11 e. Other issues as mutually agreed.
12

13 Regular reports will be provided to the SEA Labor Management Committee on request. Any committee
14 recommendations for the subsequent year shall be provided to the SEA Labor Management Committee no
15 later than March 1st.
16
17
18

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22

23
24 Dated this 3rd day of February, 2021.
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28 SHORELINE EDUCATION ASSOCIATION

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32 Matt Rorman, SEA President

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36 Lyn Sherry, UniServ Director
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SHORELINE SCHOOL DISTRICT #412


Rebecca Miner, Superintendent


Marla S. Miller, Deputy Superintendent

1 **APPENDIX K – CAREER AND TECHNICAL EDUCATION**

2
3 **MEMORANDUM OF UNDERSTANDING**

4
5 For the 2018-2019 school years, Career and Technical Education (CTE) teachers shall be compensated with a
6 supplemental contract for the additional responsibilities required of CTE teachers by OSPI for the program to
7 maintain CTE funding.

8
9 The amount and type of these responsibilities frequently change, any may include such duties and activities as:

- 10
 - advisory committee meetings;
 - 11 • student leadership components;
 - 12 • program maintenance and staff meetings; and,
 - 13 • completion of OSPI-required reports.14

15 For the 2018-2019 school years, supplemental contracts will be offered on a pro-rata basis, based on a formula
16 of 40 hours of additional work per FTE. Additional compensation may be offered for state and national
17 competitions, or for special CTE projects. Within the first thirty (30) days of the school year, the District will
18 reports to the Association the supplemental contracts offered to CTE employees for that year, including the
19 hours and additional responsibilities required of the position for that year. Once assigned and finalized, the
20 contract will be paid at the instructional rate, over the remaining months of the year.

21
22 The parties agree to convene a joint committee during the 2018-2019 school year to review program
23 requirements and develop recommendations regarding the following for implantation in the 2019-2020 school
24 year:

- 25
 - Appropriate compensation rates and duties for the CTE supplemental contract; and
 - 26 • Issues related to CTSOs, including but not limited to processes and compensation related to the
27 opportunity for teachers to develop CTSOs; and
 - 28 • Issues related to student participation in national competitions and compensation for advisors who
29 accompany then; and
 - 30 • Any other mutually agreed upon CTE-related topics.31

32 The committee shall have up to five (5) representatives each for the Association and the District, and be co-
33 facilitated by the Director of CTE and one representative from the Association.

34
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42 SHORELINE EDUCATION ASSOCIATION

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46 Matt Reiman, SEA President

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50 Lyn Sherry, UniServ Director

SHORELINE SCHOOL DISTRICT #412



Rebecca Miner, Superintendent



Marla S. Miller, Deputy Superintendent

APPENDIX L – 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 59.2.3. 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 59.2.3 will remain as negotiated, i.e., 300 hours/HS, 100 hours/MS, and 40 hours/EL&CK-8 paid at the certificated hourly rate.

- 1 b. Payment will be in the form of a stipend, with no timesheets required.
2 i. Stipends may be different for each counselor, depending on the plan and
3 duties assigned and accepted.
4 ii. Pro-rata allocation of stipends by FTE is not assumed.
5 c. Allocation of stipends:
6 i. Stipends will be allocated at each building, based on assignment of duties
7 described in the building plan.
8 ii. Each stipend will be calculated and allocated by dollar amount, not hours.
9 d. Payment will be made as described in 58.5.1, with stipends of \$600 or less paid in
10 a lump sum, and stipends greater than \$600 paid in equal installments over the
11 remaining months of the contract year, once the building plan has been submitted.
12 (Refer to 58.5.1 for specific timelines)
13 e. As described in Section 63.2, in the event that the process above does not produce
14 a decision regarding allocation and payment of stipends, the final determination
15 will be made by the building administration.
16

- 17 6. The parties agree that prior to negotiation of a successor agreement, the bargaining teams
18 will review the effectiveness of this MOU.
19
20
21


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31 SHORELINE EDUCATION ASSOCIATION

SHORELINE SCHOOL DISTRICT #412

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35 Matt Reiman, SEA President

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38 Rebecca Miner, Superintendent

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40 Lyn Sherry, UniServ Director

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43 Marla S. Miller, Deputy Superintendent
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APPENDIX M – 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;

- 1 k. PLCs share progress and artifacts of their work with the principal and colleagues to
2 support a culture of learning and so that they can be a resource to the PLC group;
3 l. PLCs are provided dedicated, recurring and sufficient time for meeting, and the meeting
4 location is determined by the PLC group, so long as it takes place on campus or at a
5 mutually agreed work site.
6
7 5. As the District and Association study alternative school calendar models, finding time for
8 regular recurring PLC meetings will be a priority.
9

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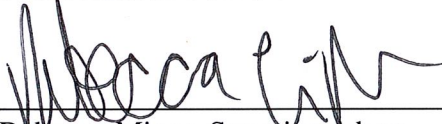
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20 SHORELINE EDUCATION ASSOCIATION

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24 Matt Reiman, SEA President

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28 Lyn Sherry, UniServ Director
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SHORELINE SCHOOL DISTRICT #412

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33 Rebecca Miner, Superintendent

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37 Marla S. Miller, Deputy Superintendent
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APPENDIX N – 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.educrations.com/lesson/view/summative-scoring-in-eval-2-0/47960564/?s=WqXVOL&ref=link>

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APPENDIX O - 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 | _____ 5. Handling Student Discipline and Attendant Problems |
| _____ 2. Specialized Skill | _____ 6. Interest in Teaching Pupils |
| _____ 3. Commitment to Education as a Profession | _____ 7. Knowledge of Subject Matter |
| _____ 4. Effort Toward Improvement | _____ 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

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

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 SPECIALISTS
SHORELINE PUBLIC SCHOOLS

PERFORMANCE CYCLE OBSERVATION EXPANDED REPORT

Employee _____ School/Building _____

Content/Topic Observed _____ Evaluator _____

Date(s) of observation _____

The items circled below are those items observed and referred to in the Summary Statement
The items checked (✓) are areas of concern with respect to this specific observation/date/information.

CRITERION 1: INSTRUCTIONAL SKILL

1A. Lesson Planning and Design

The competent educator demonstrates instructional skills by:

- ___ 1. Designing lessons with clear objectives, focusing on concepts, skills, and strategies using state and district standards.
- ___ 2. Designing lessons that are consistent with district curricula, school improvement plans/building goals, and department agreements.
- ___ 3. Designing lessons that incorporate current research and practices including:
 - a. differentiated instruction;
 - b. integration of diverse cultural resources.
- ___ 4. Incorporating reflection and assessment results in order to improve and inform instruction

1B. Instructional Practices and Strategies

The competent educator demonstrates instructional skills by:

- ___ 1. Stating learning objectives and giving clearly understood directions
- ___ 2. Using instructional strategies that meet objectives.
- ___ 3. Meeting individual students' needs and learning styles using a wide variety of instructional practices and resources, including:
 - a. Flexible grouping;
 - b. Differentiation of instruction;
 - c. Modifications and accommodations;
- ___ 4. Using a wide variety of strategies to engage students in learning, including:
 - a. linking previous knowledge and experience;
 - b. wait time;
 - c. appropriate pacing;
 - d. questioning strategies;
 - e. encouraging higher level thinking skills
- ___ 5. Regularly using a variety of assessment tools to monitor and adjust student learning during instruction.
- ___ 6. Providing feedback as students progress toward goals and encouraging students to reflect on their own progress.
- ___ 7. Making full use of instructional time.

1C. Assessment

The competent educator demonstrates instructional skills by:

- ___ 1. Creating and utilizing multiple and appropriate assessment tools such as:
 - a. Rubrics;
 - b. Checklists;
 - c. Performance assessments;
 - d. Objective tests;
 - e. Portfolios;
 - f. Student self-reflections and critiques.
- ___ 2. Aligning assessments with lesson objectives and state and district standards.
- ___ 3. Communicating clear assessment criteria and standards to students and parents/guardians.

1D. Student Learning Opportunities

EXPANDED EVALUATION FORM FOR NON-CLASSROOM TEACHER SPECIALISTS SHORELINE PUBLIC SCHOOLS

<p>The competent educator provides the student with developmentally appropriate opportunities to demonstrate learning by: Articulating required learning targets.</p> <ol 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> <ol 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> <ol 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> <ol 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> <ol 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 SPECIALISTS
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	_____	_____	_____
	Date	Evaluator Initials	Employee Initials
Mid-year Conference	_____	_____	_____
	Date	Evaluator Initials	Employee Initials
Year-end Conference	_____	_____	_____
	Date	Evaluator Initials	Employee Initials

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: 150px;"></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: 150px;"></div>	

Shoreline School District – Voluntary Plan of Assistance

Teacher:
Building:

Administrator:
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)

Teacher Name:

Date:

Part 1: Goal Crafting/Development (Due November 1st)

3.1 SUB GROUP	Sub group of students:
STEP 1: Data Review & Focus	
Data/Context <i>What data or context prompted your goal focus?</i>	
Goal - <i>What is your goal?</i>	
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 time frame?</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>	

Student Growth Goal Setting Form 6.1 (whole-class)

Teacher Name:

Date:

Part 1: Goal Crafting/Development (Due November 1st)

SG 6.1 WHOLE CLASS	Identify class (if applicable):
STEP 1: Data Review & Focus	
Data/Context <i>What data or context prompted your goal focus?</i>	
Goal <i>-What is your goal?</i>	
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 time frame?</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>	

Student Growth Goal Setting Form 8.1 (team goal)

Teacher Name:

Date:

Who are the members on your team?	
In what ways are you consistently and actively collaborating with your team?	
What is your goal?	
To what standard or district/building goal or priority does this goal relate?	
How will your team collaborate to develop ways to measure and monitor student growth and achievement?	



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?

Shoreline School District No. 412 Non-Supervisory Certificated Staff – Evaluation Support

As described in Article 26a.19 of the Collective Bargaining Agreement between SEA and the District, the following optional support is offered to teachers who have received a final summative performance rating of Basic. Please review the available options, check those of interest to you, and return the form to your supervisor. If you do not wish to avail yourself of any of the options, please sign and return this form to your supervisor as documentation that you received and reviewed the available support options. Please note: No evaluator may reduce any score of a teacher with a Basic rating solely due to refusal to accept optional support. This form is to be provided to the teacher, reviewed and signed no later than September 15. Thank you.

Available support:

- ☐ Opportunity to observe proficient/distinguished teachers based on areas of needed growth.
- ☐ One-on-one time with instructional TOSA to talk about instructional strategies for that content area, if applicable.
- ☐ Expert teacher to model proficient/distinguished instruction in areas of growth in struggling teacher's classroom.
- ☐ Professional development.
- ☐ Non-evaluative administrator to observe and provide feedback.
- ☐ Colleague/TOSA/non-evaluative administrator to provide a structured opportunity for struggling teacher to self-assess.
- ☐ Assignment of a mentor teacher, as provided in Article 56.6 of the CBA, no later than two weeks after completion of the first scheduled observation cycle.
- ☐ Up to two (2) days of release time in addition to the resource identified in Article 29.1, for release of the teacher with the "Basic" rating to observe, debrief and reflect with other identified teachers with expertise. Priority should be given to observation of colleagues who have been identified as "Proficient" or "Distinguished" in growth areas for the teacher with the "Basic" rating.
- ☐ TeachScape, or other substantive training as mutually agreed by the District and the Association, on the Danielson Framework.
- ☐ Other as mutually-agreed: _____

By signing below, I confirm that I have received and reviewed the list of optional support available. I have either marked those options of interest to me, or, if no boxes are marked, I confirm that I do not wish to access any of the available options.

Employee Signature

Supervisor Signature

Printed Name

Date

Date

Primary Work Location