

**COLLECTIVE BARGAINING AGREEMENT**

**between the**

**SHORELINE SCHOOL DISTRICT NO. 412**

**and the**

**SHORELINE EDUCATION ASSOCIATION**

**September 1, 2021 – August 31, 2024**



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## 1

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 and  
5 morale of the certificated personnel of the District.

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

## 1 Commitments to Address Racism and Equity

2 SEA and Shoreline School District share a deep, mutual commitment to eliminate institutional,  
3 structural and systemic racism, and bias in our collective and respective organizations. With the  
4 adoption of School Board Policy 0150 Systemic Change – Race and Equity and the creation of the  
5 Development of Equity and Family Engagement, staff, students and the community are working  
6 together to develop and implement meaningful change.

7 SEA and Shoreline School District are essential partners in creating a workplace where the  
8 diversity of our community is reflected in the diversity of our staff, where the color of a student's  
9 skin or the way they identify is not a predictor of their success, and where all participants in the  
10 system (student and adult) thrive socially, emotional and/or academically. The parties recognize  
11 our Collective Bargaining Agreement has the capacity to be a transformative tool to move toward  
12 a more inclusive, equitable and culturally welcoming work and learning environment for all staff  
13 and students.

24 Institutional racism is deeply embedded – identifying and eliminating it requires action-oriented,  
25 deliberate work both collectively and as individuals. To ensure the Parties prioritize this  
26 substantive and challenging work, we commit to:

1. Ground our decision-making in equity with:
  - a. Consideration for who is present in any discussion and who is not;
  - b. Active commitment to ensure the impact on stakeholders will influence a decision;
  - c. Reflection and evaluation regarding the outcome's ultimate impact on equity; and
  - d. Opportunity to revise the decision to assure equity is advanced.
2. Maintain and enhance support for equity and anti-racism work underway through the Race and Equity Advisory Team, staff and student Affinity Groups, building-based Equity Leads, and building-based and districtwide professional development activities;
3. Hold each other accountable for regular and ongoing authentic conversations to identify and eliminate barriers to full participation by all staff and administrators in this work;
4. Work together to learn and apply emerging best practices to identify systemic changes necessary to reduce and eliminate institutional, structural and systemic racism, and bias in our schools and organizations;

5. Create an annual reflection process and use it to examine the steps taken and progress made to meet our mutual objectives related to our shared commitments.

## **1.0 RECOGNITION**

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

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

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

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

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

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

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

- 2.3 The Association or District, or an employee, building staff, or administrator may file a request for a waiver of any provision of this contract. Waiver requests shall be submitted in writing to both the Association President and the District administrator responsible for Human Resources, and shall state the section(s) to be waived, the proposed duration of the waiver, and the person(s) to whom the waiver would apply. Either the District or Association may ask for additional 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 26.2 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 a successor agreement is negotiated, the Agreement is modified during the term of the Agreement, or the parties negotiate an MoU that they mutually agree shall be posted online, such negotiated agreements shall be posted on the District's website within thirty (30) business days of final approval of both parties.

### **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, email and internet for communication, with the District assuming no responsibility for the distribution of any communication. The District shall facilitate ongoing access to certificated District email groups (e.g., district-wide, building, staff department groups such as SLP's and Psychologists, etc.).
- 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 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 and shall include the name, last four digits of the employee's social security number, assignment, work location, date of hire, and all contact information known by or provided to the district. In addition, on a monthly basis, the District will provide the Association with an updated membership list which shall include all information required to process membership, including but potentially not limited to the last four digits of the employee's social security number, name, assignment, work site, work year/calendar, work hours, salary schedule placement, seniority, home address, work and home phone numbers, and work and home email address of each bargaining unit employee, so long as such information is provided to the District by the employee.
- 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, others  
3                 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 period,  
6                 during the contracting and/or orientation process. In the event an employee is hired  
7                 after the initial contracting and orientation period, the District will provide the  
8                 Association with an opportunity to meet with the new employee for a minimum of  
9                 thirty (30) minutes of paid time. This access will occur during the new employee's  
10                regular work hours, at the employee's regular worksite or at a location mutually  
11                agreed upon by the District and the Association, so long as it does not interrupt  
12                instruction. No employee may be mandated to attend the Association meetings or  
13                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    Communication: The District shall make every effort to send general district-wide  
18                announcements first to the Association and SEA represented employees, with no  
19                less than one hour notice (except in the case of emergencies), before distributing  
20                the announcements to students and parents. Staff communications shall also be  
21                sent to the Association President and UniSev Director.
- 22          7.12    These rights are agreed to by the District and the Association for the purpose of  
23                maintaining a professional relationship between the parties to this Agreement.

## 24   **8.0     MEMBERSHIP DUES AND REPRESENTATION FEES**

- 25          8.1     The Shoreline Education Association is recognized as the official employee  
26                organization and exclusive bargaining representative for all certificated employees  
27                as described under the Recognition provision of this Agreement.
- 28          8.2     The District agrees that the Association has the legal right to encourage all  
29                certificated employees in the bargaining unit to become and remain members in  
30                good standing of the Association, and the Association accepts its responsibility to  
31                represent all certificated employees in the bargaining unit regardless of membership  
32                status.
- 33          8.3     Certificated employees represented by the Association shall remit to the  
34                Association, as a condition of employment, the regular membership dues or  
35                representation fees as established by the Association. Employees with a bona fide  
36                religious objection to the foregoing, which is based on bona fide religious tenets or  
37                teachings of a church or religious body of which the certificated employee is a  
38                member, may satisfy this obligation by paying equivalent amounts to a mutually  
39                agreed upon charity as specified in RCW 41.59.

1 8.4 The District agrees to deduct from the salary warrant of certificated employees,  
2 who have authorized it, the Association membership dues or representation fees as  
3 established by the Association. The amounts deducted shall be transmitted by the  
4 twelfth (12th) day or earlier of each month to the Association on behalf of the  
5 certificated employee. Authorization by the certificated employee shall be on an  
6 approved form by the parties hereto and shall provide for revocation of dues  
7 deduction by an individual employee between August 15 and September 30 of the  
8 current contract year.

9 8.5 The District agrees to deduct from the salary warrant of duly authorized certificated  
10 members of the National Education Association's NEAPAC and/or the Washington  
11 Education Association's WEA-PAC, the dues as established by these associations.

12 8.6 The Association agrees to indemnify and hold harmless the District from any and  
13 all liability resulting from the dues/representation fee payroll deduction system.

14 8.7 The District shall, upon request, provide the Association an annual status listing of  
15 all certificated employees covered by this Agreement.

## 16 **9.0 EMPLOYEE RIGHTS**

### 17 9.1 Privacy of Information

18 9.1.1 The following shall not be released by the District except as required by  
19 law or as necessary to comply with the provisions of this Agreement: the  
20 residential addresses, residential telephone numbers, personal wireless  
21 telephone numbers, personal electronic email address, Social Security  
22 numbers, and emergency contact information of employees covered by  
23 this Agreement.

24 9.1.2 The District will notify the Association of third-party requests for lists of  
25 employees covered by this Agreement.

26 9.2 An employee's personal life shall not serve as a basis for assignment or performance  
27 evaluation, as long as the personal life does not interfere with contracted  
28 responsibilities.

29 9.3 Employees shall have the right to work in an environment free from sexual  
30 harassment. The District and the Association shall mutually cooperate in informing  
31 the certificated staff about the issue of sexual harassment.

32 9.4 The District shall provide working space and conditions that meet educational  
33 standards and health and safety regulations. Each building shall be equipped with a  
34 staff lounge reserved solely for staff use, not to be converted to instructional space.  
35 At Shorecrest High School, due to facility design, the staff lounge may be used for  
36 occasional instructional purposes when scheduled in advance. Certificated staff  
37 shall be informed immediately, to the extent permitted by law, when they are  
38 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.

9.5 District-employed ESAs shall be paid for substituting at the rates described in Section 63.4.1 of the contract.

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

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

9.8 Enrollment of Employee's Child

9.8.1 The District shall enroll nonresident students in Grades 1 – 12 who are the children of full-time and part-time certificated employees at the school requested by the employee. Kindergarten children of full-time and part-time certificated employees shall be assigned to a school on the same basis as resident students. Formal notice of student enrollment shall be provided to employees on the same basis as notice to resident families.

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

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

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

9.9 Multiple indicators will be used to determine if the Shoreline School District's curriculum is successful in helping students improve their academic performance. No single test will be used for the purpose of making high stakes decisions about

the quality of schools and students' achievement. Many factors affect student performance, and some of these factors are outside the control of the teaching staff; therefore, no single measure of student achievement will be used to evaluate certificated staff performance or affect their right to transfers, reassignments, or other personnel actions.

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

9.11 SEA employees, including all full and/or part-time contracted staff but excluding substitutes, shall receive a discount of 20% off the tuition rate if they choose to enroll their child(ren) in the Edwin Pratt Early Learning Center or Shoreline Children's Extended Care programs. Employees shall be entitled to register and receive notification of the status of their application on the same timeline as families returning to the program from the prior year.

## **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 SCHOOL SAFETY AND STUDENT DISCIPLINE**

- 12.1 In order to support learning, the District shall maintain an expectation of positive learning behavior on the part of all students who attend schools in the District. Discipline shall be enforced fairly and consistently. The Board and the Superintendent shall support teachers in their efforts to maintain classroom and building-wide student discipline. District discipline policies shall be made available online to all employees.
- 12.2 It is understood that professional judgement is an essential factor in the implementation of fair and consistent classroom and building-wide student management. The District will support teachers/employees so long as student management in the classroom or across the building is implemented in alignment with Board policy, or reasonably implemented in an emergency situation.
- 12.3 The District shall provide employees access to professional development regarding culturally competent classroom management, trauma-informed teaching practices, and other research-based best practices, including professional development as recommended by the Professional Development Committee established in Section 29.3, including additional professional development that may be appropriate for specific educators, based on assignment or experience.
- 12.4 At least annually, building staff shall have the opportunity to review building level discipline procedures and determine relevant professional development needs of staff. Using the site-based decision-making process described in Section 63.2, staff may revise the building level discipline procedures as needed. In addition, no employee will be required to implement any specific discipline procedure, including isolation and restraint, without appropriate training.
- 12.5 If an employee is required to attend a guidance team meeting, re-entry meeting, student discipline appeal, or any other meeting related to implementation of student discipline, and such meeting takes place during the teacher's planning time, per diem pay shall be provided for the corresponding amount of planning time lost.
- 12.6 For any discipline referral that results in exclusion as described in Section 12.8 below, employees to whose classroom or caseload the student is assigned will be notified of the referral and any outcome. In cases that result in a long-term suspension or expulsion, administrators will consider any input a teacher has provided explaining the impact of the student on the classroom, including positive impacts, prior to any meeting or student discipline appeal. Should a student discipline appeal be scheduled, employees shall be notified of the outcome of the appeal.
- 12.7 In instances when a supervisor or other district administrator receives a complaint about the application of classroom management, the employee who is the subject of the complaint shall be advised within five (5) work days of receipt of the complaint. At their discretion, the employee shall be given the opportunity to

present their version of the incident, and may also be provided the opportunity to meet with the complainant if a conference is agreed to by all parties.

12.8 In alignment with RCW 28A.600.020, any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher/employee's immediate supervision may be excluded by the teacher/employee from their individual classroom and instructional or activity area for all or any portion of the balance of the school day, or up to the following two days, or until the principal or designee and teacher/employee have conferred, whichever occurs first. Except in emergency circumstances (as defined in Section 12.9), the teacher/employee first must attempt one or more alternate forms of corrective action.

12.8.1 Alternate forms of corrective action may include but are not limited to: redirection of student by teacher/employee; student reflection activities; teacher/employee directed interventions; contacting parent(s)/guardian(s) via phone, email or notes home; and other strategies developed in alignment with building procedures and best practices.

12.8.2 Under OSPI's discipline rules, a classroom exclusion is the exclusion of a student from a classroom or instructional or activity area for behavioral violations (WAC 392-400-025(2)). A classroom exclusion does not include actions that result in missed instruction for a brief duration when:

- a teacher or other school personnel attempts other forms of discipline to support the student in meeting behavioral expectations, and
- the student remains under the supervision of the teacher or other school personnel during such brief duration.

12.8.3 In no event shall an excluded student be returned during the balance of the class or activity period, or up to the following two days, without the consent of the teacher/employee, or until the principal or their designee and the teacher/employee have conferred. "Confer" shall mean that the principal or their designee, and teacher/employee shall meet and discuss appropriate behavioral expectations, as well as probable consequences for future similar infractions. In an effort to engage students in ownership of their classroom behavior, a subsequent meeting may be scheduled with the student and/or student's parent(s)/guardian(s) on mutual agreement. Results of this meeting shall be documented by the principal or their designee, and provided to the teacher/employee.

12.9 A student may be removed immediately from a class, subject or school event by a teacher or authorized personnel without first attempting other forms of discipline if the student's presence poses an immediate and continuing danger to other students



or school personnel, or an immediate and continuing threat of material and substantial disruption of the educational process.

12.10 When a student is removed for emergency circumstances, the teacher/employee will notify the principal or their designee as soon as reasonably possible. The teacher, principal or another administrator shall be responsible for notifying the student's parents(s)/guardian(s).

12.11 In situations where classroom disruption is so severe that a danger to other students or staff exists, the teacher/employee shall determine whether it is safest to remove the individual student creating the disturbance or remove other students for the safety of the students and staff. In instances when individual students or entire classes are removed from the classroom, the teacher, principal or another administrator shall contact the parent(s)/guardian(s) of the student(s) who caused the disruption.

12.12 When the District possesses information that a student's history suggests a possible threat to the safety of others, they shall advise employees who work directly with that student. The District shall make every reasonable effort to provide this information prior to the student being placed in the employee's classroom/caseload, but under no circumstances shall this notification occur more than two (2) work days after the student's assignment to the classroom/caseload. Employees shall have access to students' disciplinary records to the extent allowed by law.

12.13 If an employee is unable to perform their duties due to an assault or injury caused by a student and sustained in the course of employment, the District shall provide the following:

- Human Resources support in determining the application of and eligibility for benefits (e.g., PFML, Long Term Disability, L&I, etc.)
- Payment of all out of pocket costs sustained by the employee for mental health counseling related to the assault or injury, for up to one (1) year from the date of the incident.

### **13.0 CERTIFICATED PERSONNEL PROTECTION**

13.1 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.

1           13.2   The District shall provide sufficient legal protection not only to certificated  
2           employees who seek to render services to the District in performing regular duties,  
3           but also those who act expeditiously in uncommon situations to further the District's  
4           purpose. The District shall provide certificated employees the full protection of the  
5           District's present liability insurance. The limiting factors to this paragraph are (1)  
6           the defending of the suit shall not be inconsistent with the terms and conditions of  
7           the District's present liability insurance; (2) in the event the claim is in excess of  
8           the District's present insurance coverage, the employee must provide their own  
9           defense as to the excess; and (3) the employee must cooperate in the defense of the  
10          suit as provided in the liability insurance policies.

#### 11   **14.0   NON-DISCRIMINATION**

12          14.1   It is agreed between the District and the Association that non-discrimination  
13          pursuant to federal laws, State laws, and the Washington Administrative Code shall  
14          be maintained for all employees under this Agreement. Race, creed, color, religion,  
15          national origin, gender, marital status, age, sexual orientation, or the presence of  
16          any sensory, mental, or physical disability shall not be the bases for discrimination.

#### 17   **15.0   PERSONNEL FILE**

18          15.1   No files shall be maintained other than the permanent personnel file, grievance  
19          files, investigative files and an administrative working file. Administrative working  
20          files shall be purged at the end of each contract year. Only materials in the  
21          employee's District personnel file or administrative working file may be used in  
22          annual evaluations. Investigative and grievance files shall be kept separately from  
23          the employee's District personnel file in a secure location. The existence and  
24          contents of grievance files shall not be shared with prospective employers nor with  
25          other District administrators reviewing a transfer request. The existence and  
26          contents of an investigative file will not be shared with prospective employers nor  
27          with District administrators reviewing a transfer request unless the investigation  
28          resulted in a finding of misconduct and discipline. Employees shall be notified of  
29          the existence of an investigative file which identifies them as the subject of the  
30          investigation. The parties presume that an employee who files a grievance is aware  
31          that a grievance file is kept in the Human Resources Office. Materials older than  
32          three (3) years in an investigative file may only be used by the District to defend  
33          itself from grievances, claims or litigation, or to prove progressive discipline or fair  
34          notice as described in Section 30.3.

35          15.2   Certificated employees shall upon request have the right to inspect the entire  
36          contents of their permanent personnel file kept within the District as well as any  
37          grievance files or completed investigation files which identify them as the subject  
38          or the grievant. The District shall provide, at the individual employee's request, a  
39          copy of the evaluation reports or other supporting documents contained in the files.  
40          Employees may submit written comments to be attached to any materials in the  
41          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.

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

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

## **16.0 ACADEMIC FREEDOM**

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

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

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

## **17.0 CONTRACT YEAR**

17.1 Certificated employees' basic contract year shall consist of one hundred and eighty (180) days as long as the State continues to fund employee salaries on a one hundred eighty (180) day base. If the State funds more or fewer days as part of the base

salary, each employee's base contract shall revert to the number of days and salary amount funded by the State for these days.

17.2 The school calendars for the school years covered by this Agreement shall be attached as appendices to this Agreement and incorporated by this reference. Acknowledging the planning needs of employees and the community, the District shall establish a school year calendar at least eighteen (18) months prior to 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:

17.2.1 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).

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

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

17.2.4 Spring Break shall be the full week in April beginning the ninth (9<sup>th</sup>) Monday after President's Day.

17.2.5 In addition, the following holidays (or Observed holiday) shall be designated as non-student days on the calendar: Labor Day; Veteran's Day; Thanksgiving and Native American Heritage Day; New Year's Day; Martin Luther King Day; President's Day; Memorial Day; and Juneteenth.

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.

17.3 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 34.0. For secondary staff, the half-day release on the day before Thanksgiving is recognized as a trade for a second open house/curriculum night.

17.4 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 18.1.

- 1 17.5 The District may schedule alternative workdays and work calendars for employees  
2 by mutual agreement of the employee and the employee's supervisor. The District  
3 reserves the right to post new positions with alternative workdays and work  
4 calendars that provide the same total amount of supplemental days, preparation  
5 time, contact time, and other similar rights.
- 6 17.6 The District and Association have a shared interest in scheduling time for  
7 professional development, collegial work and individual professional activities  
8 within the work year calendar. In order to provide support for these activities, the  
9 work year calendar will include a weekly early release model. On each week with  
10 five (5) full student days, students shall be released on Wednesdays, one-hundred  
11 (100) minutes before the regular dismissal time. The use of the early release time  
12 will be designated on the work year calendar, with no less than fifty percent (50%)  
13 of the early release time designated as individual time, as defined in Section 18.4.  
14 In such years when an odd number of early release days are calendared, the  
15 additional day shall be designated as individual time. The remaining early release  
16 days will be designated as administrative time, as defined in Section 18.5.
- 17 17.6.1 If the Director of Teaching and Learning chooses to provide job alike  
18 professional development opportunities for certain non-supervisory  
19 certificated positions which are unique to a school building, a modified  
20 early-release schedule will be presented to SEA for approval, maintaining  
21 the total amount of Individual and District time for each employee. Such  
22 plans to modify the early release calendar shall be presented no later than  
23 March 1<sup>st</sup> for the subsequent school year.
- 24 17.7 The parties have an interest in facilitating part-time staff participation in the  
25 activities that occur during this early release time. Part-time employees will work  
26 with building administrators to develop work schedules that facilitate equitable  
27 opportunities to participate in early release time.
- 28 17.8 In order to facilitate student orientation, kindergarten teachers will be provided an  
29 opportunity to work with a reduced class size on the first day of school, with one  
30 half of the class attending school in the morning, and the other half attending in the  
31 afternoon. Teachers of kindergarten students in multi-age classrooms at CK8 shall  
32 work with their administrator to design an equitable schedule for the first day of  
33 school.
- 34 17.9 The District will work to mitigate the impact of the disruption caused by test  
35 administration and will prioritize instructional quality, continuity, and frequency  
36 when schedule adjustments are made. In order to facilitate state mandated  
37 assessments, the District may identify additional partial student days to meet the  
38 requirements of the published state assessment calendar. The District will notify  
39 the Association in such cases that the bell schedule is adjusted, and such assessment  
40 adjustments shall be identified on a calendar published on the District website.

## 18.0 NON-STUDENT WORK DAYS

18.1 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.
- c. Two (2) days, scheduled in full or half-day increments, will be designated as individual time.
- d. Two (2) full days will be designated as individual time, and scheduled to support completion of students' semester grades.

18.2 The supplemental contract days identified in Section 18.1 above shall be compensated by the TRI schedule identified in Section 61.2.

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

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

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

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

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

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

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

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

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

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

## **19.0 CONTRACT DAY**

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

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

19.3 All certificated staff shall be provided time for preparation in the amount described below. All certificated staff shall be provided time for preparation, conferences and collaboration with other staff in the following manner:

- 19.3.1 High school certificated staff shall be provided a minimum of 225 minutes each week or a total of 450 minutes over two weeks during the student day for individual preparation.
- 19.3.2 Middle school certificated staff shall be provided a minimum of 225 minutes each week during the student day for individual preparation.
- 19.3.3 All elementary certificated staff will be provided a minimum of forty-five (45) consecutive minutes during the workday four times a week. It is understood that the primary purpose of this time is for individual preparation.
- 19.3.4 In addition, all elementary certificated staff will be provided 165 minutes each week during the student day for individual preparation. Each week, preparation time for classroom teachers shall include:
- a. 60 minutes of PE instruction;
  - b. 60 minutes of General Music instruction; and
  - c. 45 minutes of Library instruction for Grades ADK- Grade 4 and Split Grade 4/5 classes.
  - d. For Grade 5 only, no less than 45 minutes of Instrumental Music Instruction. To provide uninterrupted planning time, release time shall be provided to teachers once weekly, and instruction to students twice per week. Teachers shall be required to alternate supervision of students who may choose to opt out of Instrumental Music, with each teacher required to supervise no more than one session per week. In such instances as there are no students who opt out of Instrumental Music, the full amount of the release time provided by Instrumental Music shall be considered planning time.
  - e. Each section of PE, Music or Library instruction shall be a minimum of thirty (30) minutes in length. All Specialists shall build this release time into their work schedule in accordance with Section 19.3.6. Administrators will ensure that Grade 5 classroom teachers will release each other to provide the ninety (90) minutes of planning time during Instrumental Music. Grade 5 teachers will continue to arrange Library sessions with the Librarian.
- 19.3.5 The District acknowledges the right of specialists and non-classroom teachers to schedule planning time flexibly within their work week.



1 19.3.6 A 1.0 FTE librarian will be assigned to each elementary school. For such  
2 librarians, at least 900 minutes per week within the student day, inclusive  
3 of the 100 minutes of student release time provided on Early Release  
4 Wednesdays, shall not be used to provide release time to other elementary  
5 certificated staff. These 900 minutes shall be used to plan, collaborate  
6 with other staff, provide open library time, manage the library facility, and,  
7 on Early Release Wednesdays only, participate in professional  
8 development activities. Elementary librarians will be provided a daily  
9 period of at least forty-five (45) consecutive minutes for  
10 preparation/conferences within their 900 minutes per week designated for  
11 planning, collaboration, open library time and library management.

12 19.3.7 Buildings may adjust the building schedule to achieve planning time over  
13 a two-week period when modified using the decision-making process in  
14 Section 67.2. Before adopting such a schedule, staff and administrators  
15 must consider the effect of the change on specialists and Section 35.4.

16 19.3.8 The preparation time provided by this section shall be provided  
17 proportionally to employees with less than 1.0 FTE contracts.

18 19.3.9 The language in this Section 19.3 regarding numbers of days or minutes  
19 per week was written with the underlying assumption that the week in  
20 question had five school days. In shortened weeks in which there are  
21 holidays or other non-school days, the number of minutes may vary  
22 depending upon which days of the week are non-school days. The number  
23 of minutes for prep time in the other sub sections above historically have  
24 been applied in the same manner: a normal weekly schedule is set up, and  
25 prep time which is missed due to a school holiday falling on a day in which  
26 the employee normally receives their prep time is not pro-rated or “made  
27 up” at some other time that week. In order to mitigate the impact of lost  
28 planning time, building schedules will be built with the following  
29 considerations:

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

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

36 c. Additional remedies as agreed by the building principal and the  
37 affected employee.

38 19.4 Certificated employees shall be assigned not more than an average of forty-five  
39 (45) minutes per week for supervision.

1 19.5 Certificated employees who are required to travel between buildings shall be  
2 provided adequate travel time in addition to a duty free lunch period, and any  
3 planning time to which the employee is entitled.

4 19.6 Should the district choose to fill a 1.1 or 1.2 FTE position with one person, the  
5 employee filling that position will be offered a supplemental contract. In no case  
6 shall any employee be required to accept as assignment greater than 1.0 FTE.

7 19.7 Secondary Zero Period: In order to accommodate middle and high school students  
8 who take more than six (6) classes per semester and high school students who need  
9 an opportunity to make up credit(s) in order to achieve the full twenty-four (24)  
10 credits required to meet graduation requirements, secondary schools shall not be  
11 required but may choose to offer Zero Period classes to students.

12 19.7.1 No full-time non-supervisory certificated employee shall be required to  
13 also teach a Zero Period Class.

14 19.7.2 Zero Period class(es) shall offer the same instructional minutes per week  
15 as a class scheduled during the regular student day. The Zero Period  
16 schedule shall be consistent across buildings, and may be offered either  
17 four or five days per week.

18 19.7.3 An employee who teaches a Zero Period class shall be contracted at the  
19 same FTE for Zero Period as a class scheduled during the regular student  
20 day. If a Zero Period assignment is in addition to a full 1.0 teaching  
21 assignment, the employee shall be issued a supplemental contract for the  
22 additional FTE for that class.

23 19.7.4 The building administrator shall make every effort to schedule a Zero  
24 Period teacher to consecutive periods during the day, inclusive of planning  
25 time, beginning with Zero Period.

26 19.7.5 Clubs offered during Zero Period shall not be subject to the above criteria  
27 related to the length of the period or frequency of offering.

## 28 **20.0 LEAVE REPLACEMENT CONTRACTS**

29 20.1 The District and Association are mutually interested in the retention of highly  
30 qualified employees who have been working for the District on a leave replacement  
31 contract basis.

32 20.2 The FTE on leave replacement contracts shall not exceed the FTE of employees on  
33 leave.

34 20.3 Regardless of the funding source, no employee shall be employed on a leave  
35 replacement contract of 0.6 FTE or greater that begins prior to February 1 for more  
36 than three (3) consecutive contracts.

- 1           20.4   The District may choose to convert any highly qualified employee on a leave  
2           replacement (limited term) contract to a provisional contract status if all of the  
3           following conditions are met:
- 4                   20.4.1   No current school employee on a continuing contract or any employee  
5                   returning from an approved leave of absence is being displaced by the  
6                   conversion of the leave replacement (limited term) contract employee.
- 7                   20.4.2   The employee is being placed into a provisional contract position within  
8                   the same school(s) where the employee has been assigned as a leave  
9                   replacement (limited term) employee.
- 10                  20.4.3   Input has been provided by building staff members in the SEA bargaining  
11                  unit through staff participation in the interview process prior to the  
12                  employee's hire on a leave replacement (limited term) contract. For an  
13                  employee hired without building staff participation in the interview  
14                  process, the principal will solicit input from the certificated building staff  
15                  members in the same grade level for elementary positions or department  
16                  for secondary positions.
- 17                  20.4.4   For purposes of this particular section, SEA and the District agree to waive  
18                  Section 26.2.6 and Article 21.0 when converting a leave replacement  
19                  (limited term) contract to a provisional contract status.
- 20                  20.4.5   The District shall utilize conversion of leave replacement contracts to  
21                  provisional contracts as one of the tools available to increase BIPOC  
22                  staffing.
- 23           20.5   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, provided  
26           that the employee has worked at least ninety (90) days in the school year as of  
27           March 31. Those leave replacement (limited term) employees who have worked  
28           less than ninety (90) days by March 31 will receive notification of their future  
29           contract status by May 15.
- 30           20.6   Leave replacement (limited term) employees who receive a satisfactory evaluation  
31           and have not been converted to provisional contract status or retained for an  
32           additional year on leave replacement (limited term) status will automatically be  
33           placed in the pool of screened applicants for purposes of consideration and  
34           interview by other administrators. While no additional application forms or  
35           screening interviews will be required, leave replacement (limited term) employees  
36           are encouraged to update their application file. Unsuccessful applicants may  
37           request an exit interview to discuss future career growth.

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

20.8 Leave replacement employees may be offered an additional leave replacement contract for the subsequent year without going through an interview or selection process, so long as the employee is working in the same position at the same site.

## 21.0 HUMAN RESOURCES AND HIRING PRACTICES

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

21.2 All SEA represented positions shall be defined in a district job description jointly approved by the District and Association.

21.3 Current part-time employees may be offered an increase in their FTE of up to 0.2 FTE without an interview, at the District's discretion.

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

21.5 Staff will have influence in the selection of personnel who will be working in their school. Each worksite administrator and/or school principal will work cooperatively with their staff to determine staff representation in the selection process. When selecting specialists, e.g., music, counselors, SLP, School Psychologists, TOSAs etc., every effort will be made to include a building-based representative from that discipline in the selection process. The representative from the specialty discipline is invited to participate in the selection process for the purpose of sharing their technical expertise. To assist work sites and schools, the District will solicit a pool of volunteer specialists, by discipline, who will serve as needed in the selection process. Worksites and schools are also advised to ensure

that they have staff representatives identified who are willing to serve in the selection process during summer months or other vacation periods.

21.6 The District may seek to fill more than one of the same position (e.g., counselors, Title/LAP, same endorsement, etc.) through a single hiring process, which shall be known as a pool hiring process. In such cases, the number of vacancies shall be determined in advance, and candidates shall be interviewed by a common interview team with representatives from each of the prospective job sites who shall work together to offer positions to qualified applicants. Should the common interview team develop a consensus or majority opinion that there are not sufficient qualified candidates, either an additional pool hiring process or an individual building or job-site hiring process shall be initiated.

21.7 Early BIPOC Hiring Process: Until such time as the ethnic diversity of the workforce and the ethnic diversity of the student body are aligned, the District shall actively recruit and may hire BIPOC employees annually, through a priority early hiring process to be completed no later than April 30 for the subsequent school year. Those employees hired through the early BIPOC hiring process shall be exempt from RIF in the calendar year in which they are hired. In addition, no less than annually, the parties agree to meet to analyze the District's progress in increasing the proportion of BIPOC staff, and share the outcome of that analysis with the Board and the Equity Advisory Committee.

21.8 When a candidate applies for hire or transfer, and is offered more than one position, they may choose which position to accept.

21.9 Early Notification Incentive: The District shall offer a one-time stipend of \$2,000, pro-rated by FTE, to any employee with a continuing contract who submits written notice of separation from the District effective the subsequent school year, so long as such notice is provided by 5:00pm on February 1. Payment shall be made on the June warrant. In the event the District has negotiated an alternative settlement agreement, there shall be no obligation to pay the early notification incentive.

#### 21.10 New School or Program Opening

21.10.1 The District and SEA share an interest in creating a clear, fair and equitable process for staffing new schools and defining the right of current staff to voluntarily transfer. When the District determines it will be necessary to open a new school or program, it will be staffed as completely as possible through a voluntary internal transfer process prior to opening the hiring process to external applicants.

21.10.2 SEA and the District will meet with the administrator of the new school to determine the composition and selection process for a core team of SEA members to assist the administrator in the hiring process of non-supervisory certificated staff for the new school. In addition to serving as a hiring team for the new building, the duties of the core team and an

- 1 appropriate level of compensation for those duties will also be determined  
2 by SEA and the District.
- 3 21.10.3 A core team will be selected following the process in 21.10.2, above.
- 4 21.10.4 The District shall establish a transfer window for all interested internal  
5 candidates to apply for a voluntary transfer to the new school, for  
6 reassignment beginning in the year the school or program opens.
- 7 21.10.5 Based on preliminary staffing projections, positions 0.6 FTE or greater  
8 will be posted and internal voluntary transfers will be sought.
- 9 21.10.6 Hiring of internal candidates will be considered a voluntary transfer and  
10 will take place according to the voluntary transfer language in Section 26,  
11 with the exception that the transfer window shall apply to internal  
12 candidates and be completed prior to hiring external candidates.
- 13 21.10.7 The staffing process above shall be completed prior to commencement of  
14 the annual staffing process and determination of any staffing overages  
15 which would trigger Section 25.0 (District Initiated and Involuntary  
16 Transfers).
- 17 21.11 The District shall develop and publish a protocol to address the need(s) for student  
18 supervision in cases of incidental or emergency absences.
- 19 21.12 Unfilled Vacant Position(s): No staff member shall be required to take on the  
20 assignment or caseload of a vacant position. When a position cannot be filled, the  
21 District will first offer the workload of a vacant position to current staff, assigned  
22 as additional FTE or in the form of a supplemental contract. If no current staff are  
23 available, the District will next seek a substitute or contracted service provider.
- 24 21.13 New Employees. Each new employee hired in the Shoreline School District will  
25 be provided a minimum of two additional work days, paid at the per diem rate of  
26 pay and scheduled no later than 30 days from their first base contract day. One day  
27 shall be provided for district-level orientation and the second day shall be an  
28 individual work day. The two additional work days shall be required for any  
29 employee hired prior to the schedule district-level orientation. Employees hired  
30 after the district-level orientation shall be provided release time for a district-level  
31 orientation, and the balance of the two days shall be provided in the form of  
32 additional hourly pay at the employee's individual per diem rate, to compensate for  
33 initial building-level orientation, planning and preparation. In addition, each new  
34 employee, regardless of hire date, shall be provided one release day after the start  
35 of the school year for mutually-agreed upon activities determined by the principal  
36 and the individual employee.
- 37 21.14 Interested and qualified retirees who wish to return to employment on a part-time  
38 or full-time basis will be placed as out-of-district applicants. The District shall

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

## **22.0 EQUITY**

22.1 The Shoreline Equity Advisory Committee was established by the School Board in 2014 to examine the policies, procedures, practices, and systems of Shoreline Schools through an equity lens to eliminate race as a predictor of student success. The committee includes certificated and classified staff, students, parents, and community members. It has supported race an equity training for all staff, and continues to guide implementation of Policy 0150. Beginning in the 2021-2022 school year, the SEA President shall appoint up to five representatives to the committee to ensure Association representation and participation in the work.

22.2 In order to support new employees, SEA and the District agree to establish an informal mentorship program extended to those who have been historically underrepresented, as defined in Section 21.4 above. Upon approval of an annual SEA budget reserving funds to support the program, it shall be supported by a budget of \$10,000.00, half of which shall be provided by SEA and half provided by the District, which shall be used to equally compensate the mentors and mentees.

22.3 All employees shall participate in Anti-Racist/Anti-Bias training.

## **23.0 SHARED CONTRACT**

23.1 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.

23.2 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.

23.3 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.

1 23.4 Shared contract employees may substitute for one another at the substitute rate of  
2 pay.

3 23.5 Employees proposing a shared contract assignment must have a plan in place no  
4 later than August 1 of each school year. The District will assist employees in  
5 finding a shared contract partner. In the event that an employee proposed plan is  
6 not in place by August 1, the existing shared contract employee must decide to (a)  
7 work full-time if the employee holds a 1.0 entitlement, (b) take leave from their  
8 current contract, if eligible, (c) accept partial or full reassignment, or (d) resign. In  
9 the event one shared contract partner resigns after July 26, the remaining partner  
10 and the building principal will have five (5) working days to find a new shared  
11 contract partner before the existing shared contract employee must choose one of  
12 the four (4) options above.

13 23.6 Shared contracts can be accommodated by extending leaves as described in Section  
14 42.3.2.

15 **24.0 DISTRICT ASSIGNMENTS – NEWLY ELECTED**

16 24.1 It is agreed that the assignments of certificated employees newly elected to the  
17 District shall be the responsibility of the District in coordination with each building  
18 principal's request, based upon staffing need.

19 24.2 Beginning teachers shall be assigned in accordance with regulations of the  
20 Washington State Board of Education.

21 **25.0 DISTRICT-INITIATED AND INVOLUNTARY TRANSFERS**

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

24 25.1 Changes in staffing or program requirements:

25 25.1.1 In the event of a need for transfer of certificated staff due to a change in  
26 staffing or program requirements, notification shall be made by the  
27 District to the building administration. When staffing needs are known in  
28 a specific program(s) area(s), certificated staff shall then be notified by  
29 Human Resources and requested to volunteer for consideration for  
30 transfer. If there is more than one volunteer, they shall be interviewed by  
31 the receiving building administrator, or in the case of non-classroom  
32 teachers, by the program administrator, when specific staffing and  
33 program needs are known, in order to make recommendations to Human  
34 resources regarding final assignments.

35 25.1.2 In the event that no certificated staff volunteers and/or the individual lacks  
36 specific qualifications for transfer, the building administration shall  
37 recommend to the designated District administrator an individual(s) to be  
38 considered for transfer.



1                   25.1.3   Except for the problem-solving processes in Section 25.2 and 25.3, no  
2                   employee shall be involuntarily transferred or reassigned after the first  
3                   seven days of school, on in the case of secondary semester-long classes,  
4                   after the first seven days of the semester.

5                   25.1.4   Certificated staff who are subject to transfer due to District needs shall be  
6                   transferred prior to implementation of employee requested assignments.  
7                   Should there be an open position prior to the first day of school in a  
8                   building from which an employee is involuntarily transferred, that  
9                   employee shall have first right of refusal for the open position, prior to the  
10                  District opening the position to internal or external applicants. If there are  
11                  more employees involuntarily transferred than open positions available,  
12                  the employee(s) who had previously worked in the building longer shall  
13                  be offered the right of first refusal.

14                25.1.5   Certificated staff being transferred shall be notified in writing at the  
15                earliest possible time prior to the effective date of the transfer. In cases of  
16                involuntary transfer, the certificated employee shall receive immediate  
17                written notification from the District stating the specific reasons for  
18                transfer. Certificated staff transferred after school commences shall be  
19                provided with an amount of time for moving as mutually determined by  
20                the certificated employee and the District. The District shall provide  
21                moving assistance when requested by the certificated employee.

22                25.1.6   Notification shall be confidential until the employee has received the  
23                written notice. The notification procedures shall be consistent from  
24                building to building.

25           25.2   Problem-solving:

26                25.2.1   In rare circumstances not to exceed two instances in any year (defined  
27                as September 1 – August 31 for this purpose), an employee may be  
28                involuntarily transferred to improve the educational and/or work  
29                environment. Prior to providing notice to the employee of the District's  
30                intention to implement an involuntary transfer, the Human Resources  
31                Director and Association Representative(s) will meet and discuss the  
32                circumstances of, and necessity for, the proposed involuntary transfer.

33                25.2.2   Before the employee may be involuntarily transferred, the District will  
34                provide the rationale to the Association that the transfer needs to be  
35                made for educational reasons when continuation in the current  
36                assignment is detrimental to the program or employees. Such  
37                educational reasons must be directly related to improving the learning  
38                and work environment, and shall not be arbitrary or capricious.

39                25.2.3   In order to proceed with the involuntary transfer, the employee shall be  
40                notified of the concerns which led to the District's rationale for

1 involuntary transfer, and shall be provided a reasonable opportunity to  
2 remediate the problem. The amount of time shall be defined when such  
3 notice is provided, and may vary depending on the situation. If the  
4 problem is not resolved, the District may proceed with the involuntary  
5 transfer.

6 25.3 Additional Staffing-Related Special Problem-Solving:

7 25.3.1 In rare circumstances not to exceed two instances in any year (Defined  
8 as September 1 – August 31 for this purpose), in addition to the process  
9 described in 25.1 and 25.2, employee(s) may be transferred to resolve  
10 staffing issues.

11 25.3.2 Prior to implementation, the Human Resources Director and  
12 Association Representative(s) will meet and discuss the circumstances  
13 of, and necessity for, the proposed transfer. So long as all parties  
14 (District, Association, and impacted employee(s)) are in agreement, the  
15 District may proceed.

16 25.4 School or Program Closure, District-Initiated Moves, and Involuntary Transfers:

17 25.4.1 In the event of school or program closure, certificated employees from  
18 the closed building or program shall be offered a like position as  
19 vacancies occur in seniority order until a position has been accepted.  
20 For classroom teachers “like position” is defined as in the same grade  
21 band, i.e., K-2, 3-5, 6-8, 9-12, with every effort made to offer teachers  
22 placement at the same grade level as the current assignment. All current  
23 employees shall be assigned before any external hiring takes place.  
24 Other involuntary transfers shall be given first consideration for a  
25 placement in a like position.

26 25.4.2 An employee who is required to relocate out of a workspace or  
27 classroom will be paid a stipend of \$200 to pack up and vacate a  
28 designated primary workspace or classroom. An employee who is  
29 required to relocate into a workspace or classroom will be paid a stipend  
30 of \$200 to unpack and set up a designated primary work space or  
31 classroom. One additional stipend of \$200 will be provided to  
32 compensate for the additional time required to move the following  
33 instructional spaces: Kindergarten, CTE labs, library, art, music, science  
34 labs, drama, special education and PE, as well as other mutually-agreed  
35 upon instructional spaces with extraordinarily fragile or bulky  
36 instructional materials. In addition, the District will provide additional  
37 help to assist with the move.

**26.0 EMPLOYEE REQUESTED TRANSFERS**

26.1 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.

26.2 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:

26.2.1 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.

26.2.2 Applicants shall notify the Human Resources Office of their interest in a specific vacant position within the posted timeline for application for transfer.

26.2.3 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.

26.2.4 The composition of the interview team shall comply with Section 21.5.

26.2.5 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.

26.2.6 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.

## 27.0 REASSIGNMENT FROM SPECIAL PROGRAMS

27.1 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).

27.2 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.

## 28.0 EVALUATION OF CLASSROOM TEACHERS

28.1 Overview. The provisions of this Article 28 replace the provisions of Article 29 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 29.

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

28.3 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.

28.4 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.

28.5 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.

28.6 Evaluation Cycle. There are two kinds of evaluations for classroom teachers: comprehensive and focused. Certificated employees subject to the provisions of this evaluation cycle shall not include those certificated employees hired on or after

October 1 to replace certificated employees who have been granted leave. See RCW 28a.405.900.

- 28.6.1 A comprehensive evaluation must be completed for:
- a. Classroom teachers who are provisional employees;
  - b. Any classroom teacher who received a summative evaluation performance rating of Unsatisfactory or Basic in either of the previous two school years; and
  - c. All other classroom teachers at least once every six years.

28.6.2 All other teachers are eligible to be on a focused evaluation.

28.6.3 A classroom teacher may be transferred from a focused evaluation to a comprehensive evaluation at the request of the teacher, or at the direction of the teacher's evaluator. Such request or direction must be received prior to the Progress Review described in Section 28.10. When the evaluator directs a transfer from a focused evaluation to a comprehensive evaluation, the teacher shall be provided written notice which includes a rationale for the decision. A mid-year transfer from focused to comprehensive evaluation must take place prior to December 15. When a teacher is transferred from a focused evaluation to a comprehensive evaluation, all of the procedures of the comprehensive evaluation must be completed. A list of all teachers who have been transferred from a focused to a comprehensive evaluation mid-year will be provided to the Association no later than January 15<sup>th</sup>.

## 28.7 Goal Setting.

28.7.1 In the comprehensive evaluation system teachers will write:

- a. Three student growth goals, one each related to components SG 3.1, SG 6.1, SG 8.1, respectively.
- b. Teachers on the comprehensive evaluation as a result of the six-year cycle may self-select the student growth goals. Teachers who are transferred from a focused evaluation outside the six-year cycle will work with their evaluator to mutually agree on appropriate student growth goals.

28.7.2 In the focused evaluation system teachers will self-select and write:

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

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

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

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

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

## 28.8 Comprehensive Evaluation: Evidence Collection Throughout the Year

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

28.8.2 Throughout the school year, both the teacher and the evaluator may contribute evidence to the overall assessment of professional performance in all four Domains of the Danielson Framework. Evidence is observed practice, products or results of the teacher's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. Such evidence may include compensated or

volunteer coaching or leadership assignments across the district. Artifacts should be produced or result from the normal and actual course of professional performance. A lack of evidence for Domain 2d: Managing Student Behavior shall be scored as proficient.

28.8.3 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.

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

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

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

## 28.9 Comprehensive Evaluation: Observations

28.9.1 Observations are one type of evidence of professional performance relevant to the evaluative criteria.

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

28.9.1.2 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.

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

28.9.1.4 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 28.9.2 below.

28.9.1.5 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 28.9.2 below.

28.9.2 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.

28.9.3 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.

28.9.4 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.

28.9.5 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 28.9.2, 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 28.10 Comprehensive Evaluation: Progress Review. For comprehensive evaluations, the  
2 teacher and evaluator will meet on or before the last day of February to review the  
3 teacher's progress toward the goals and document the domains and components for  
4 which additional evidence needs to be gathered. This meeting could be combined  
5 with another conference.  
6

7 28.11 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). This  
11 meeting could be combined with another conference.  
12

13 28.12 Comprehensive Evaluation: Summative Conference and Criterion Rating. An  
14 annual evaluation conference shall be completed at least two weeks prior to the end  
15 of each school year. At the conference, each criterion shall be rated collaboratively  
16 based on the components in that criterion using a preponderance of the evidence.  
17 This analysis will be based on a holistic assessment of the teacher's performance  
18 and each component shall have the same relative weight as other components  
19 within the same criteria. If there is a dispute between the evaluator and the  
20 employee regarding the rating, the parties shall have an opportunity to submit  
21 additional evidence. The final decision is the responsibility of the evaluator. For  
22 additional scoring resources, see Appendix P, Teacher Evaluation: How to Score.  
23 If edits are made to the video referenced above, both parties will approve those edits  
24 prior to the link being updated as Appendix P.  
25

26 28.13 Comprehensive Evaluation: Overall Summative Performance Rating. A classroom  
27 teacher shall receive a summative performance rating for each of the eight (8) state  
28 evaluation criteria. The overall summative score is determined by totaling the eight  
29 (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 28.14 Comprehensive Evaluation: Student Growth Measures  
33

34 28.14.1 Embedded in the instructional framework are five (5) components  
35 designated as student growth components. These components are embedded  
36 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 based  
39 on the scores below:  
40

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.

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

28.14.3 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).

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

28.15 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.

28.16 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 28.7.3

- b. Goal Setting: The same as Section 28.7 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 28.7.6.
- d. Evidence Collection Throughout the Year: The same as Section 28.8.
- e. Observations: The same as Section 28.9 except a scheduled observation with the full five-step cycle is not required.
- f. Progress Review: The same as Section 28.10.
- g. Student Growth Conference: The same as Section 28.11.
- h. Summative Evaluation Conference and Criterion Rating: The same as Section 28.12.
- 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 28.14 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 28.15 except a separate student growth score is not recorded.

28.17 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 (41.5) 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 30<sup>th</sup> of each year, the District shall provide a list to the Association of all employees who have been removed from provisional status.

28.18 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.

28.19 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 63.6, 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 32.1, 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.

28.20 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.

28.21 Probation. Provisions for probation shall continue to be in accordance with Section 28.4 and Article 31 of the SEA collective bargaining agreement. Under RCW

28A.405.100, the following summative evaluation performance ratings mean a classroom teacher's work is not judged satisfactory and will result in probation:

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

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

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

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

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

## **29.0 EVALUATION**

29.1 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.

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

### 29.1.1.1 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.

#### 29.1.1.2 Personal Professional Growth Option (PPG - Growth Cycle)

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

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

#### 29.1.2 Criteria For Evaluation

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

##### 29.1.2.1 Evaluation Criteria for Teacher

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

29.1.2.2 Evaluation Criteria for Certificated Support Staff (ESA certificated)

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

29.1.3 Evaluator(s)

29.1.3.1 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.

29.1.3.2 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.

29.1.3.3 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 15 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.

29.1.3.4 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.

1       29.2   Performance Cycle Process And Requirements. The Performance Cycle shall be  
2       used for:

3               29.2.1   A beginning employee for four (4) consecutive years.

4               29.2.2   An experienced employee new to the District (with at least three prior  
5               Consecutive years of satisfactory evaluations) for their first two years of  
6               employment.

7               29.2.3   An experienced District employee once every four years.

8               29.2.4   An experienced District employee who chooses the Performance Cycle.

9               29.2.5   An employee in the Growth Cycle who is assessed to have performance  
10              difficulties.

11              29.2.6   Orientation Conference. Prior to October 1, the evaluator will meet (in  
12              appropriate groups) with all of their staff on the Performance Cycle to  
13              discuss the process and evaluative criteria of the performance cycle  
14              including the right to request representation at any step in the process.

15              29.2.7   Requirement of Two (2) Observations

16                      29.2.7.1 First Required Observation. The first observation will be for one  
17                      (1) class period of not less than thirty (30) minutes in length and  
18                      must comply with the following procedural requirements.

19                              29.2.7.1.1 The first observation must occur within the first 90  
20                              calendar days of the student year for staff during their  
21                              first two years in Washington State and for all staff  
22                              during their first year with the District. For all others,  
23                              the first observation must occur within the first 120  
24                              calendar days of the student year.

25                              29.2.7.1.2 The first observation will be scheduled and preceded  
26                              by a pre-observation conference.

27                              29.2.7.1.3 The observation will be at least 30 minutes or one  
28                              period in length.

29                              29.2.7.1.4 The observation will be documented on a  
30                              Performance Cycle Observation Report form using  
31                              either Appendix P, Form A-1 [narrative form] or  
32                              Form B [checklist form]. For staff with an ESA  
33                              certificate [educational support] use Appendix P,  
34                              Form A-2.



1 29.2.7.1.5 Notes that include classroom interactions between  
2 teacher and students will be included on the  
3 Performance Cycle Observation Report form or  
4 attached.

5 29.2.7.1.6 The observation will be followed by a post-  
6 conference within 10 days of the observation. At the  
7 post-conference, the Observation Report form will be  
8 discussed, supplemented if appropriate, and signed.  
9 The staff member will receive a copy of the  
10 Observation Report form, together with evaluator's  
11 notes and any relevant memos will be attached.

12 29.2.7.1.8 If performance deficiencies were observed, the  
13 evaluator will provide a written summary of the post-  
14 observation conference to the employee within ten  
15 (10) workdays of the post-observation conference.

16 29.2.7.1.9 Signature does not imply agreement, and the  
17 employee has the right to submit a written rebuttal.

18 29.2.7.2 Second Required Observation: The second observation will be  
19 for one (1) class period of not less than thirty (30) minutes in  
20 length and must comply with the following procedural  
21 requirements.

22 29.2.7.2.1 The second observation may be scheduled or  
23 unscheduled.

24 29.2.7.2.2 If scheduled, the second observation must be  
25 preceded with a pre-observation conference.

26 29.2.7.2.3 The observation will be documented on Performance  
27 Cycle Observation Report form, using either  
28 Appendix P, Form A-1 or Form B. For staff with an  
29 ESA certificate, use Appendix P, Form A-2.

30 29.2.7.2.4 Notes, which include classroom interactions between  
31 teacher and students, will be included on the  
32 Performance Cycle Observation Report form or  
33 attached.

34 29.2.7.2.5 The observation will be followed by a post-  
35 observation conference within 10 days of the  
36 observation. Again, the Observation Report form will  
37 be reviewed and signed. The staff member will

1 receive a copy of the Observation Report form, with  
2 any notes or relevant memos attached.

3 29.2.7.2.6 If performance deficiencies were observed, the  
4 evaluator will provide a written summary of the post-  
5 observation conference to the employee within ten  
6 (10) workdays of the post-observation conference.

7 29.2.7.2.7 Signature does not imply agreement, and the  
8 employee has the right to submit a written rebuttal.

9 29.2.8 Annual Performance Summary. Each employee on the Performance  
10 Cycle will receive a written Annual Performance Summary on or before  
11 June 1 of each year. The purpose of the Annual Performance Summary is  
12 to (a) document that an employee has met the Evaluative Criteria, or (b)  
13 document performance concerns and communicate that information to the  
14 employee. The Annual Performance Summary must comply with the  
15 following procedural requirements. A year-end summary will be written  
16 by the evaluator using Appendix P, Form D – Performance Cycle Annual  
17 Performance Summary Form. The evaluator is requested to rate the  
18 employee as "Satisfactory" or "Unsatisfactory". Upon request, the  
19 employee may be accompanied by an Association representative at any  
20 stage of the process.

21 29.2.8.1 All Observation Report forms will be attached to the Annual  
22 Performance Summary form.

23 29.2.8.2 The evaluator shall discuss with the employee the information  
24 included in the Annual Performance Summary form.

25 29.2.8.3 The employee will review the evaluation and sign a copy of the  
26 completed form within five (5) days.

27 29.2.8.4 The signature of the certificated employee does not necessarily  
28 imply that the employee agrees with the content of the evaluation.  
29 The signed copy will be included in the employee's Personnel  
30 File.

31 29.2.8.5 A rebuttal statement prepared by the employee can be submitted  
32 to Human Resources within sixty (60) days of receiving the  
33 evaluation. The rebuttal will be attached to the evaluation in the  
34 employee's personnel file.

35 29.3 Personal Professional Growth (PPG) Cycle – Process And Requirements

36 29.3.1 Eligibility. Participation in the Personal Professional Growth Cycle  
37 (PPG/Pro-Growth cycle) is voluntary.

- 1 29.3.1.1 For employees at the beginning of their certificated career, four  
2 (4) consecutive years of "Satisfactory" evaluations on the  
3 performance cycle are required to be eligible for Pro-Growth.
- 4 29.3.1.2 For experienced employees who are new to Shoreline, two (2)  
5 consecutive years of "Satisfactory" evaluations under a  
6 Performance Cycle as a Shoreline employee, are required to be  
7 eligible for Pro-Growth.
- 8 29.3.1.3 For eligible employees, the Personal Professional Growth  
9 program is available for up to three (3) years out of every four (4)  
10 years. On the fourth year of the cycle, the employee returns to the  
11 Performance Cycle.
- 12 29.3.1.4 The number of employees who may choose to go into Personal  
13 Professional Growth Cycle is limited to 1/3 of the certificated  
14 staff at each site per year.
- 15 29.3.2 Training for Personal Professional Growth (PPG) Cycle Participants
- 16 29.3.2.1 A staff member choosing the Personal Professional Growth  
17 Cycle will be provided training in goal expectations, goal  
18 development and goal evaluation strategies in September of their  
19 first year of the PPG cycle. All teachers beginning year one of  
20 the PPG cycle are required to take this training in goal  
21 expectations. The certificated hourly rate will be paid for  
22 teachers attending this training.
- 23 29.3.2.2 Unless an exception is made for extenuating circumstances, if a  
24 staff member does not attend the goal workshop referenced in  
25 Section 29.3.2.1, they must wait until the following year to  
26 participate in the PPG cycle. Exceptions for extenuating  
27 circumstances shall be granted by mutual agreement of the  
28 District's professional development administrator and the SEA  
29 President.
- 30 29.3.2.3 The District shall ensure that administrators who supervise  
31 certificated staff members also receive regular training in goal  
32 expectations, goal development, and goal evaluation strategies.
- 33 29.3.3 Design of Personal Professional Growth Plan
- 34 29.3.3.1 The employee will prepare a Personal Professional Growth Plan.  
35 The Plan shall include:
- 36 a. A statement of the goal  
37 b. An outline of the plan to accomplish the goal  
38 c. A list of persons to be involved (if any)

- d. Resources needed
- e. Timeline
- f. Planning Worksheet (Appendix I, Form E)

29.3.3.2 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.

29.3.3.3 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 P, Form E). This meeting will be documented on the Annual Professional Growth Cycle Record (Appendix P, Form F).

29.3.3.4 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.

#### 29.3.4 Implementation of the Personal Professional Growth Program

29.3.4.1 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.

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

1 29.3.4.3 The employee is responsible for evaluating his/her progress  
2 towards the goal(s).

3 29.3.4.4 Prior to March 1 of each year, the principal/supervisor will meet  
4 with the employee to discuss progress made toward achieving the  
5 established Plan. This will be informational, not evaluative. This  
6 meeting will be documented on the Annual Professional Growth  
7 Cycle Record (Appendix P, Form F).

8 29.3.4.5 By June 1, the employee will self-evaluate the Personal  
9 Professional Growth Plan and the principal/supervisor will meet  
10 with the employee to discuss progress made towards attainment  
11 of the Plan goals. This meeting will be documented on the  
12 Annual Professional Growth Cycle Record (Appendix P, Form  
13 F).

14 29.3.4.6 The Personal Professional Growth Plan and any materials/  
15 information resulting from the Plan shall not be retained in the  
16 employee's personnel file or used in any evaluation. Records,  
17 data, portfolios and other materials resulting from the  
18 development and implementation of the plan are the sole property  
19 of the employee. Employees may request that a copy of their  
20 PPG plan be placed in their personnel file.

21 29.3.4.7 At any time during the school year, the employee may choose to  
22 return to the Performance Cycle.

23 29.3.5 Observation and Evaluation – Personal Professional Growth Cycle

24 29.3.5.1 Thirty (30) minutes of observation shall be required each year.  
25 The thirty (30) minutes of required observation may be non-  
26 continuous.

27 29.3.5.2 By June 1 of each year, the employee shall meet with their  
28 evaluator to sign the Annual Professional Growth Cycle Record  
29 (Appendix P, Form F).

30 29.3.6 Return to Performance Cycle

31 29.3.6.1 An employee on the Growth Cycle for three (3) consecutive years  
32 will automatically be returned to the Performance Cycle on the  
33 fourth (4) year.

34 29.3.6.2 An employee may also be returned to the Performance Cycle if  
35 the supervisor believes that the employee is experiencing  
36 difficulties in the performance of their professional  
37 responsibilities. In this situation, the supervisor and employee are  
38 expected to meet about the performance concerns. Upon request,

1 the employee may be accompanied by an Association  
2 representative at the meeting. A summary of the meeting will be  
3 provided by the supervisor to the employee within ten (10)  
4 working days after the meeting. Within thirty (30) days of the  
5 meeting, the supervisor will notify the employee regarding  
6 whether the concern has been resolved to the supervisor's  
7 satisfaction or not. If the concern has not been satisfactorily  
8 resolved, the employee will be returned to the Performance  
9 Cycle.

10 29.3.6.3 If a staff member does not attend the initial PPG meeting  
11 referenced in Section 29.3.3.3, they must wait until the following  
12 year to participate in the PPG cycle. If a staff member refuses to  
13 attend subsequent PPG meetings referenced in Section 29.3.4.4  
14 and 29.3.4.5, they will be returned to the Performance evaluation  
15 cycle the following year. Exceptions for extenuating  
16 circumstances shall be granted by mutual agreement of the  
17 District's professional development administrator and the SEA  
18 President.

19 29.4. Intervention and Assistance. Successful implementation of the evaluation  
20 procedure depends upon candid, specific oral and written communication between  
21 the principal/supervisor and the employee. Likewise, the employee may initiate the  
22 discussion. The employee has the right to be represented by an Association  
23 representative at any stage of the evaluation process.

24 29.4.1 Meetings to Discuss Performance Concerns. When a supervisor believes  
25 that an employee is having difficulty demonstrating satisfactory  
26 performance, the supervisor will meet with the employee to discuss the  
27 matter with the employee. Likewise, the employee may initiate the  
28 discussion. The employee has the right to be represented by an Association  
29 representative at any stage of the process. When meeting with the  
30 employee, the supervisor shall disclose the reason(s) or situation(s) giving  
31 rise to the concern. The employee shall be provided the opportunity to  
32 respond to the concern(s) and to any allegation(s) made against the  
33 employee. The supervisor will provide the employee with a written  
34 summary of the meeting to the employee within ten (10) workdays of the  
35 meeting to discuss the supervisor's concerns.

36 29.4.2 Provisional Employees. Provisional employees shall be notified of any  
37 deficiencies that could affect their continued employment on or before  
38 February 1 of a contract year. The intent of such notice is to provide ample  
39 time for the employee to improve their performance. Any employee  
40 receiving such notice shall be provided a written Plan of Improvement  
41 (Appendix P, Form G) which shall include specific, reasonable, written  
42 recommendations for improvement and shall include resources to  
43 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 (41.5) to contest the District's decision.

29.4.3 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 P, 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.

29.4.4 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.

29.4.5 Probation. The probation process is governed by Article 31.0 of the SEA Collective Bargaining Agreement.

## **30.0 ADMINISTRATIVE DISCIPLINE**

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

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

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

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

1 30.3.2 Also inherent in the concept of “just and sufficient cause” is the principle of  
2 double jeopardy. An employee shall not be subject to corrective action more  
3 than once for the same act of misconduct.

4 30.3.3 Also inherent in the concept of “just and sufficient cause” is the principle of fair  
5 notice. An employee who has been directed, warned or disciplined in writing  
6 about their conduct should be presumed to have fair notice about not engaging  
7 in similar conduct in the future, regardless of whether such notice occurred  
8 more than three (3) years earlier. The parties recognize that cultural mores and  
9 related standards of behavior may change over time.

10 30.3.4 Also inherent in the concept of “just and sufficient cause” is the principle of  
11 progressive discipline. An employee should be subject to a more serious  
12 corrective action when the employee repeats the same or similar type of  
13 misconduct, or when an employee engages in different types of misconduct  
14 within a short period of time such as three (3) years.

15 30.4 If an administrator calls an employee into a meeting for the specific purpose of  
16 administering formal discipline, the employee shall be informed of the purpose prior to  
17 the meeting.

18 30.5 Employees shall have the right to have a representative of the Association present when  
19 being formally disciplined by any member of the administration.

20 30.6 Guidelines For Administrative Leave. The following provisions are guidelines only,  
21 and the District reserves the right to make appropriate modifications in a case with  
22 unusual circumstances.

23 30.6.1. Purpose of Administrative Leave. The administrative leave that is the subject  
24 of this section is an employer-directed removal from the workplace for an  
25 indefinite period of time. The purpose of administrative leave is to remove an  
26 employee from the workplace during the pendency of an investigation and/or  
27 until discipline is imposed. In general, it is used when the District believes  
28 the employee’s continued presence in the workplace could threaten or  
29 endanger children, self, or others, disrupt the educational or work  
30 environment, or interfere with an investigation. We recognize that the term  
31 “administrative leave” can also apply to a non-disciplinary paid leave,  
32 mutually agreed between the District and the employee/SEA, for reasons other  
33 than the investigation of misconduct, and that such administrative leave is  
34 outside the scope of these guidelines.

35 30.6.2. Conduct Meriting Administrative Leave. The District’s intent is to use  
36 administrative leave in limited circumstances. The allegations of misconduct  
37 should involve action or behavior that endangers or threatens staff or students  
38 such as assault, sexual behavior, threats to self or others, abuse, drug or  
39 alcohol use, or conduct that directly or indirectly endangers students or staff



1 or has the potential to disrupt the educational or work environment or interfere  
2 with an investigation.

3 30.6.3. Making the Administrative Leave Decision. The District believes that  
4 administrative leaves must be administered consistently and centrally. The  
5 decision to place an employee on administrative leave will be made by the  
6 Director of Human Resources (or their designee if the Director is unavailable)  
7 in consultation with the Superintendent or designee. Principals have been  
8 advised that if they have someone they think should be on administrative  
9 leave, they should contact the HR Director. In an emergency situation,  
10 principals have the authority to send an employee home for the remainder of  
11 the day and, in such cases, shall be required to immediately notify the HR  
12 Director. When the HR Director receives notice of a potential leave situation,  
13 they will, to the extent possible, request a written summary of the incident  
14 from the relevant building administrator, confer with the principal and obtain  
15 their recommendation as to whether leave is warranted, and review the  
16 allegations. If time and circumstances permit, the HR Director will talk to the  
17 complaining witness(es) and the employee (with the employee being advised  
18 of the right to have an Association representative present) and attempt to make  
19 a preliminary determination of the credibility of the allegations before placing  
20 the employee on leave.

21 30.6.4. Administrative Leave Not Disciplinary. Administrative leave is not  
22 considered by the District to be disciplinary. The employee is paid while on  
23 leave and retains all legal and contractual rights to contest any discipline that  
24 might ultimately be imposed. SEA's view is that administrative leave may  
25 constitute a disciplinary action.

26 30.6.5. Notice To Employee. When an employee is put on administrative leave, the  
27 District will at that time let the employee know the nature of the allegation(s).  
28 This will be done in writing and/or in person. The District will copy SEA on  
29 the written notice and allow SEA to accompany the employee to any meeting  
30 with District personnel regarding such leave. The District will provide as  
31 much detail as it can without impairing or compromising the investigation.

32 30.6.6. Employee Rights While On Leave. At the time the employee is placed on  
33 administrative leave, the District will provide the employee with information  
34 on administrative leave and how it works, let employees know they can seek  
35 representation from the Association, that they can access the District's  
36 Employee Assistance Program to deal with stress, or other emotional/mental  
37 health concerns, and what the procedure is for getting access to the employee's  
38 personal belongings.

39 30.6.7. Investigation Protocol. The District will make every effort to begin the  
40 investigation as quickly as possible after placing the employee on leave.  
41 Interviewees will be advised that they are obligated to cooperate with an  
42 investigation and are expected to refrain from sharing their testimony with

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

13 30.6.8. Restrictions On Access To Buildings and Staff Members. Employees on  
14 administrative leave will usually be asked to refrain from returning to their  
15 building during the period of their leave or communicating with staff,  
16 students, or parents about the allegation(s) or investigation. If an employee  
17 needs to get personal or professional belongings from the building while the  
18 investigation is in progress, appropriate arrangements can be made through  
19 the HR Department. Arrangements for lesson planning discussions with  
20 substitute will be made through the building principal. These restrictions on  
21 contact are not intended to prevent an employee on administrative leave from  
22 maintaining preexisting personal relationships with fellow staff members.

23 30.6.9. Early Return From Administrative Leave. Leave does not have to last until  
24 completion of the investigation or until discipline is imposed. If the  
25 investigation reveals that the employee's presence in the workplace will not  
26 threaten or endanger children, self, or others, disrupt the educational or work  
27 environment, or interfere with the investigation, the employee may be brought  
28 back from administrative leave. This can occur regardless of whether the  
29 investigation has been completed or discipline is ultimately imposed.

30 30.6.10. Status Reports To SEA. Upon request, the Director of Human Resources will  
31 provide the Association with a status report concerning the SEA represented  
32 employees on administrative leave.

## 33 **31.0 PROBATION**

34 31.1 A certificated employee may be placed upon probationary status in accordance with  
35 State laws, and rules and regulations governing the employment and performance of a  
36 certificated employee. Probationary status shall be assigned at any time after October  
37 15 of a contract year for a period of at least sixty (60) school days.

38 31.2 When a certificated employee is placed on probationary status, the District shall  
39 provide the employee with the appropriate reason(s) for the probationary status, and a  
40 Plan for Improvement (Appendix P, 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.

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

31.4 An individual on probation shall have the right to submit any relevant information on their behalf.

## **32.0 PROFESSIONAL DEVELOPMENT**

32.1 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 35.21 for additional permissible use of this budget allocation.

32.1.1 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 1<sup>st</sup> and June 1<sup>st</sup>. Funds will be distributed using the decision-making process in Section 67.0 until the pool has been exhausted.

32.1.2 All funds not committed by buildings as of June 1<sup>st</sup> shall be pooled for support of certificated instructional staff professional development by the Teaching and Learning Department.

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

32.3 Professional Learning Committee

- 1 32.3.1 A District Professional Learning Committee shall be established for the  
2 purpose of providing the District with input and recommendations to best  
3 support the Shoreline Public Schools Instructional Strategic Plan.
- 4 32.3.2 The committee shall consist of no fewer than twelve (12) members, equally  
5 appointed by the District and Association, and will be jointly facilitated.  
6 Committee members shall be expected to understand and represent the  
7 interests of stakeholders who work and learn across multiple subjects, grade  
8 levels, and school buildings, and will be expected to communicate their work  
9 to that broader audience.
- 10 32.3.3 The committee shall provide ongoing recommendations to the District for  
11 professional development for certificated employees consistent with District  
12 needs and resources and the Instructional Strategic Plan.
- 13 32.3.4 The committee shall set its own schedule of meetings, while making every  
14 effort to minimize the necessity of providing substitutes for committee  
15 members. The District will pay the cost of substitutes to provide mutually  
16 agreed release time to SEA members serving on the committee to attend  
17 committee meetings during the regular school day. Any additional expenses  
18 of the committee shall be discussed in advance with cost-sharing determined  
19 upon mutual agreement.
- 20 32.4 Retraining
- 21 32.4.1 The District and the Association agree to meet and confer in determining  
22 future instructional program needs and assist in the communication of  
23 retraining opportunities to staff.
- 24 32.4.2 Retraining, based upon an approved plan, may include, but is not limited to,  
25 summer school programs, college/university or District-approved  
26 professional in-service programs.
- 27 32.4.3 All retraining shall be voluntary on the part of the certificated staff.
- 28 32.4.4 The District shall offer training to assist teachers in working with high impact  
29 students and for inclusion of special education students.
- 30 32.5 Courses for which the registration tuition or time is paid for by the District will be used  
31 for advancement on the salary schedule.
- 32 32.6 Curriculum, Assessments and Instructional Programs
- 33 32.6.1 Sufficient materials, time and professional development will be provided to  
34 teachers for the successful implementation and teaching of any new or updated  
35 adoptions including, but not limited to, curriculum, assessments and/or  
36 instructional programs (including intervention programs). A comprehensive  
37 district-wide curriculum adoption (e.g. Math, Reading, Writing) may need a

multi-year roll-out in order to prepare and support certificated staff in the new curriculum, assessment, and/or instructional programs. Implementation expectations during a multi-year roll-out will not exceed the materials and training that the District has provided at any given time. Professional development shall be offered prior to the implementation of new curriculum, standards, or reporting requirements.

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

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

### 32.7 Dual Language Program

32.7.1 The Shoreline School District Dual Language Program serves native speakers of Spanish and English, with program goals of bilingualism and biliteracy, high academic achievement and cross-cultural understanding. Staffing for the program shall be allocated separately from the staffing allocation at the school which houses the program, and based on the student enrollment in the program. Teachers in Shoreline's Dual Language program shall design, deliver and assess instruction in both Spanish and English.

32.7.2 Each Grade K-5 dual language classroom teacher shall be contracted for one additional eight-hour day per month, compensated at the Certificated Hourly Rate, or one release day per month, at the educator's choice, to adapt curriculum as necessary to support their instruction.

32.7.3 The parties recognize that in order to adequately sustain teachers, students and families in the Dual Language Program, additional supports are necessary. Family involvement and the ability to communicate with families in their primary language is an essential component of the program, as is the ability to adapt and align curriculum in an ongoing manner. Accordingly, when the District offers a Dual Language Program, students and teachers in the Dual Language Program shall be supported through the assignment of a minimum of a 0.5 Dual Language Program Instructional Support Coordinator in 2021-2022.

32.7.3.1 The Dual Language Program Instructional Support Coordinator shall be contracted for ten (10) additional 8-hour days beyond the employee's contract year, compensated on a per diem basis on a supplemental contract.

32.7.3.2 The Dual Language Program Instructional Support Coordinator shall be provided \$500.00 training funds, annually, to be used for professional development.

**32.8 Teachers on Special Assignment (TOSA)**

32.8.1 A teacher on special assignment (TOSA) is a non-supervisory certificated employee who is assigned for all or a portion of their contract to provide instructional support and specialized expertise to the District's certificated employees. TOSA positions may include:

32.8.1.1 District Instructional Specialists, who shall provide district-level instructional leadership in content or program areas.

32.8.1.2 Building Instructional Coaches, who shall provide building-based resources for supporting teachers in improving instructional practice to accelerate learning for all students. Building Instructional Coaches shall continue to facilitate the integration of equitable and anti-racist instructional practices in each school. Building instructional coaches shall not be used to gather evidence or make judgments for performance evaluations. Instructional coaches who are administrative interns shall not participate in evaluating any SEA-represented staff. Administrative interns who are also instructional coaches may learn evaluation techniques in another building with the consent of the SEA-represented member being observed.

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

32.8.3 When the District hires a TOSA, each TOSA shall be contracted for additional days as follows:

32.8.3.1 Each Instructional Specialist shall be contracted for ten (10) additional 8-hour days beyond the certificated employee's contract year, compensated on a per diem basis on a supplemental contract. These days shall be scheduled by mutual agreement between the Instructional Specialist and their supervising administrator. Any additional time above the ten (10) additional days performing the duties of the Instructional Specialist must be mutually agreed upon between the employee and their supervisor, and shall also be compensated at the per diem rate of pay.

32.8.3.2 Building Instructional Coaches are contracted for five (5) additional 8-hour days beyond the certificated employee's contract year, compensated on a per diem basis on a supplemental contract. These days shall be scheduled by mutual agreement between the Instructional Coach and their supervising administrator in collaboration with the building administrator. Any additional time above the five (5) additional days performing the duties of the Building Instructional Coach must be mutually agreed upon between the employee and their supervisor, and shall also be compensated at the per diem rate of pay.

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

32.8.5 To ensure TOSAs maintain the skills and expertise necessary to provide high quality support to school-based colleagues, the District may re-open and fill any TOSA position every five years.

32.8.5.1 In such cases that the District determines it will re-open and fill a TOSA position for the subsequent year, prior to posting the position, the District will notify the incumbent TOSA of their intent to do so no later than March 15.

32.8.5.2 A TOSA who is to be re-assigned to a school-based or classroom position by the District as an outcome of the process described above in 22.8.5, shall be notified by May 1<sup>st</sup> and informed of all open positions for the coming year for which they are certificated and endorsed. In such cases, the TOSA shall be assigned by mutual agreement between the District and the TOSA.

32.8.5.3 If no assignment is mutually agreed upon by June 30th, the TOSA will be assigned by the District.

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

32.8.7 Beginning in the 2021-2022 school year, the District's Department of Teaching and Learning shall:

- Support culturally responsive teaching, including the integration and addition of ethnic studies into all curricular areas in the District;

- Assist in the implementation of ethnic studies including Since Time Immemorial, and Black Lives Matter curriculum and facilitate educators' participation in Black Lives Matter at School;
- Identify available curriculum resources, and document successful practices already in use within schools;
- Implement plans for district-wide integration of ethnic studies into existing and future K-12 curriculum, including courses required for graduation;
- Develop training opportunities to be provided to staff to enable them to fully utilize existing instructional materials and access professional development opportunities that strengthen ethnic studies and implementation of the curriculum;
- Develop training opportunities and assist with implementation of state requirements on teaching about the Native Americans of the region, and the history and government of the 29 sovereign tribal nations within the boundaries of Washington State.

32.8.8 When the District assigns Building Instructional Coaches, they shall be minimally staffed as follows: Cascade K-8 and each elementary school shall be assigned a 0.5 FTE instructional coach; Early Childhood Education (ECE) program shall be assigned a 0.2 FTE instructional coach; each middle school shall be assigned a 1.0 FTE instructional coach; and each high school shall be assigned a 1.0 FTE instructional coach.

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

32.10 Employees may apply and be pre-approved for reimbursement of out-of-pocket travel expenses and registration fees for conferences or professional development opportunities which support the Instructional Strategic Plan. The District will notify the employee of approved expenses. Should there be a cancellation which is not initiated by the employee of an approved conference or professional development opportunity, the District will fully reimburse all out-of-pocket expenses as initially approved.

### **33.0 NATIONAL CERTIFICATION**

33.1 An employee attaining certification by the National Board for Professional Teaching Standards shall receive a salary bonus in the amount appropriated by the State, provided that the employee meets all other conditions imposed by the State for receipt of these



1 funds. The District shall subsidize one-half the cost of registration for initial or re-  
2 certification.

3 33.2 Upon achievement of national certification, teachers or school counselors whose  
4 registration was subsidized by the District shall be expected to provide twenty-five (25)  
5 hours of service within the following three (3) school years such as teaching  
6 professional development classes, supporting or mentoring colleagues, or working on  
7 other projects approved by the administrator responsible for professional development.

8 33.3 If a teacher whose registration was subsidized by the District leaves employment with  
9 the District prior to one school year after achieving national certification, the teacher  
10 shall refund to the District the amount paid by the District, unless the teacher leaves  
11 employment due to disability.

12 33.4 Teachers registered and seeking National Board certification or re-certification shall be  
13 provided a paid release day to work on their program. This day shall be in addition to  
14 any other support that may exist in this agreement.

15 33.5 Educational Staff Associate (ESA) employees who hold the national certifications  
16 listed below shall receive a salary bonus from the District, equal to the amount  
17 appropriated by the State for the National Board Certificate identified in Section 33.1,  
18 above:

- 19 • Speech Language Pathologist/Audiologist: ASHA – CCC-A/CCC-SLP
- 20 • School Psychologist: National Association of School Psychologists (NSPCS)
- 21 • Occupational Therapist: National Board for Certification in Occupational
- 22 Therapy (NBCOT)
- 23 • Physical Therapist: Federation of State Boards of Physical Therapy (FSBPT)
- 24 • Social-Worker: Licensed Advanced Social Worker (LASW) or Licensed
- 25 Independent Clinical Social Worker (LICSW) as licensed through the
- 26 Washington State Department of Health.
- 27

#### 28 **34.0 ELEMENTARY PARENT CONFERENCE TIME**

29 34.1 At the Elementary grades, the parties agree to schedule four (4) early dismissal half-  
30 days, and one (1) four-hour or two (2) two-hour conference evening(s) on the first full  
31 week of November and the first full week of March for the purpose of conferencing  
32 with parents regarding an individual student. Staff in each building will determine  
33 whether there will be one (1) four-hour evening conference period or two (2) two-hour  
34 conference periods using the decision making process outlined in Section 67.2. The  
35 evening conference period(s) in both November and March will be identified on the  
36 negotiated calendar as Tuesday and Thursday if two evenings are chosen or Thursday  
37 if one evening is chosen. Conferences of no less than 30 minutes each inclusive of a 5-  
38 minute transition time shall be scheduled for all parents during each conference period.

39 34.2 The evening(s) of parent conferencing in November is recognized as a trade for a half-  
40 day of early dismissal of staff and students on the day before Thanksgiving. The

evening(s) of parent conferencing in March is recognized as a trade for an early dismissal on the Friday of that week.

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

34.4 March conferences will be held on Monday, Tuesday, Wednesday and Thursday, during the student release time, with evening conferences as described in 34.1 above. During that week, there shall be no individual or administrative early release time on Wednesday at the elementary level.

34.5 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

34.6 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.

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

### **35.0 CERTIFICATED EMPLOYEE WORK LOAD**

35.1 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.

35.2 In the event the number of pupils reaches that which is listed below, it is agreed that with the exception of PE (Section 35.2.13) the District shall compensate a secondary certificated employee due to workload as follows:

35.2.1	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

1		173	\$2,745/year	2 hrs. daily
2	35.2.2	The district will staff elementary classrooms in such a manner as to capture		
3		all available state funding allocated for the purpose of reducing class size. The		
4		District will not create a split classroom that includes Kindergarten students,		
5		with the exception of K/1 multiage classrooms at Cascade K-8.		
6	35.2.3	The District shall compensate an elementary certificated employee due to		
7		work load as follows:		
8		Grades K-3	Option A	Option B
9		<u>Student Enrollment</u>	<u>Compensation</u>	<u>Paraeducator</u>
10		*K 21-22	\$1,527/year	1-1/2hrs. daily
11		1-3 21-22		
12		<hr/>		
13		1-3 23-24	\$2,136/year	1-1/2hrs. daily
14		<hr/>		
15		1-3 25-26	\$2,745/year	2 hrs. daily
16				
17		*Subsequent K remedy levels intentionally omitted to reflect agreement that		
18		Kindergarten classrooms will not be larger than 22 students.		
19	35.2.4	Grades 4-5	Option A	Option B
20		<u>Student Enrollment</u>	<u>Compensation</u>	<u>Paraeducator</u>
21		4 28-29	\$2,000/year	1-1/2 hrs. daily
22		5 29-30		
23		4 30-31	\$3,000/year	1-1/2 hrs. daily
24		5 31-32		
25		4 32-33	\$4,000/year	2 hrs. daily
26		5 33-34		
27	35.2.5	<u>Enrollment Count.</u> For the purposes of qualifying for Option A or Option B		
28		above, enrollment shall be measured for high school no later than the first		
29		student day of October and the tenth day of each quarter for the second, third		
30		and fourth quarter of the school year. For the purposes of qualifying for		
31		Option A or Option B above, enrollment shall be measured for middle and		
32		elementary schools no later than the tenth student day of each quarter. For all		
33		special education teachers and therapeutic specialists, enrollment for the		
34		purposes of qualifying for Option A or Option B, as defined in Section 35.9,		
35		shall be measured on a monthly basis, on the first student day of each month.		
36	35.2.6	On the count dates in Section 35.2.5 above, employees in overload may		
37		choose either personal compensation (Option A) or paraeducator assistance		
38		(Option B). When an employee chooses Option B, the District will hire and		
39		place an overload paraeducator as soon as possible. The workload relief		
40		selected by the employee, either Option A or B, shall remain in place until the		
41		next count date. In such cases that the educator has chosen Option B, they		

shall be paid a pro-rata of the amount provided in Option A until the date the paraeducator is hired and begins to provide the negotiated workload relief.

35.2.7 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.

35.2.8 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.

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

35.2.10 Singleton Classes. For any secondary certificated teacher not eligible for assistance under Sections 35.2.1 or 35.2.13 the District shall provide \$200 compensation per class per semester when any single class exceeds 34 students, as measured on the count dates in Section 35.2.5.

35.2.11 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.

35.2.12 Secondary Music. Except for Section 35.2.11, Secondary Music classes are excluded from the provisions of this section.

35.2.13 Secondary P.E.. For secondary Physical Education classes, the District shall compensate a certificated employee due to workload as follows:

	Option A	Option B
<u>Student Enrollment</u>	<u>Compensation</u>	<u>Paraeducator</u>
160	\$1,527/year	1-1/2 hrs. daily
174	\$2,136/year	1-1/2 hrs. daily
184	\$2,745/year	2 hrs. daily

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

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

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

35.3 When Grades 1-5 combination classes are necessary

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

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

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

35.3.4 For assistance provided in Section 35.2.2, class size triggers for combination grade classes shall be three (3) less students than the regular trigger for the lower grade level in that class, except that combination classes formed by program choice shall be subject to a class size trigger which is the average of the grades actually taught.

35.3.5 Combination classes in Grades 1-5 will be provided with a minimum of a .2 FTE certificated support teacher, allocated on the 4<sup>th</sup> day of school, to deliver math or ELA instruction. The FTE of the support teacher will be sufficient to provide instructional support for the total time recommended by the math curriculum in the combination classroom. Planning time, lunch and any other non-duty time required to be included in the schedule of the support teacher will not count toward the assigned instructional support. Alternative methods of assigning support will be determined on a case-by-case basis.

1        35.4    Elementary music and physical education teachers

2            35.4.1    Each elementary school of 525 students or greater will be staffed with a  
3                            minimum 1.0 FTE music teacher and a minimum 1.0 FTE PE teacher.

4            35.4.2    On full student days, elementary music and physical education (K-5) shall be  
5                            scheduled for a maximum of nine (9) thirty (30) minute classes a day or eight  
6                            (8) thirty (30) minute classes when scheduled between two buildings. On early  
7                            release days, elementary music and physical education (K-5) shall be  
8                            scheduled for a maximum of six (6) thirty (30) minute classes or four (4) thirty  
9                            (30) minute classes when scheduled between buildings. Grade level  
10                          scheduling should be given priority in order to limit schedule conflicts  
11                          between music and physical education classes.

12           35.4.3    Except as provided in Article 19.4 (not more than an average of 45 minutes of  
13                          student supervision per week), any time during the student day which is  
14                          undesignated for teaching music or physical education classes, planning (as  
15                          defined in Section 19.3.4) or travel, shall be allocated for transitions between  
16                          classes, equipment/instrument set-up and take-down, adaptation and  
17                          modifications of classroom materials for grades K-5, and other duties related  
18                          to the music or physical education assignment.

19           35.4.4    Classes may be combined for the purpose of providing Least Restrictive  
20                          Environment for Special Education students. In such instances, each class  
21                          will count toward the limits defined above. In addition, supports that are  
22                          required by the student's IEP and provided in the Special Education  
23                          environment will accompany the special education student in the elementary  
24                          music and physical education setting.

25           35.4.5    Classes may be scheduled back-to-back without transition time, but only for  
26                          the same or contiguous grade levels, and in no case shall classes be scheduled  
27                          for more than eighty (80) minutes without at least five (5) minutes transition  
28                          time before and after the eighty (80) minute block. In all other cases, transition  
29                          time between classes will be at least five (5) minutes. Wherever possible, the  
30                          District will provide ten (10) minutes between changes in classes.

31           35.4.6    Whenever two elementary specialists provide instruction in the same subject  
32                          area in the same school building, the District will make efforts to provide  
33                          continuity of the same instructor for the same students. Principals will review  
34                          class scheduling with teachers and specialists.

35           35.4.7    Elementary Music and P.E. Overload.    Class schedules which exceed an  
36                          average of 1260 minutes per week over a two-week period, or 42 thirty-minute  
37                          sections per week shall be staffed with a 1.1 FTE. Such schedules shall not  
38                          exceed an average of 1320 minutes per week over a two-week period, or 44  
39                          thirty-minute sections per week.

- 1           35.4.8 Each instrumental band class of 50 or more students and each instrumental  
2                   string class of 40 or more students will be assigned 1.5 hours of paraeducator  
3                   support per week, preferably with a paraeducator with experience supporting  
4                   instrumental music instruction.
- 5           35.4.9 In such instances that one building triggers greater than 1.0 FTE of music or  
6                   PE, and an additional supplemental contract is offered and accepted as  
7                   described in Section 35.4, the impacted employee will waive the limits  
8                   described in 35.4.2.
- 9           35.4.10 Assistive Technology. Microphones or other assistive technology shall be  
10                   provided to music and physical education teachers upon presentation of a  
11                   medical need for such accommodation.
- 12       35.5 Voluntary Overload. After consultation between a certificated employee(s) and  
13                   building administrator(s), a certificated employee may accept an increased work load  
14                   or the work load may be exceeded upon a certificated employee's request.
- 15       35.6 Counselors.
- 16           35.6.1 Secondary school counselors shall be assigned in accordance with a 1:350  
17                   counselor-to-student ratio (head count including Running Start Students).
- 18           35.6.2 At the middle school level there shall be no less than 1.0 FTE counselor  
19                   assigned per grade level, or a 1:350 counselor-to-student ratio, whichever  
20                   results in greater counselor FTE.
- 21           35.6.3 Each elementary school and Cascade K-8 shall be assigned a 1.0 FTE  
22                   counselor.
- 23       35.7 Deans, Activity Coordinators and Athletic Directors.
- 24           35.7.1 Each high school shall be staffed with a 1.0 Dean of Students, a 0.6 FTE  
25                   Activity Coordinator, and a 0.4 FTE Athletic Director. The FTE assigned to  
26                   these positions shall not include any classroom teaching assignment.
- 27           35.7.2 Each school shall be staffed with a 1.0 FTE Dean of Students. The FTE  
28                   assigned to these positions shall not include any classroom teaching  
29                   assignments.
- 30       35.8 Inclusive Instruction
- 31           35.8.1 The District and Association agree that teaching students with high or unusual  
32                   educational needs is a responsibility of every educational professional in our  
33                   system. Principals, counselors and other staff members involved in student  
34                   assignment will attempt to assign students in a balanced and equitable manner,  
35                   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.

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

35.8.3 Students receiving special education services 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.

35.8.4 Students receiving special education services shall be counted in the total class count for the individual teachers at the secondary school level.

35.8.5 Inclusion of students receiving special education services shall be done equitably among the certificated staff in each building.

35.9 Count Dates for Special Education Teachers and Therapeutic Specialists: For the purposes of qualifying for Option A or Option B, caseloads shall be measured on a monthly basis, on the first student day of each month, as follows:

- The educator may choose Option A or Option B at the beginning of the quarter.
- When Option A is selected, the relief will be adjusted up or down at the next count date.
- When Option B is selected, the paraeducator allocation shall remain the same for the remainder of the quarter, or increase in the event the educator qualifies for additional relief during that quarter.
- In the event an educator newly qualifies for workload relief in the middle of a quarter, only Option A is available until the next quarter.

#### 35.10 Speech/Language Pathologists

35.10.1 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: Research, programming and implementation of AAC devices; referral intake, assessments, completion of



legally required paperwork, attendance at legally required meetings, material and equipment adaptation, and teacher or parent training.

35.10.2 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

35.10.3 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>Compensation</u>	<u>Option B</u> <u>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

35.10.4 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 35.2.3 through 35.2.7.

#### 35.11 Occupational Therapy/Physical Therapy

35.11.1 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.

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

Intervention Services		Option A <u>Compensation</u>	Option B <u>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

35.11.3 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 35.2.3 through 35.2.7.

#### 35.11 Audiologist

35.11.1 When the District staffs an audiologist, they shall be assigned in accordance with a 1:10,000 audiologist-to-student ratio (head count including Running Start Students).

35.12 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.

35.12.1 Overload relief will be provided when caseloads or class sizes meet the relief levels described below. Relief will be prorated on the basis of certificated staff FTE.

Program	Basis for Overload Trigger	Basic Staffing Ratio	Overload Relief 1	Overload Relief 2	Overload Relief 3
<b>Early Childhood (3 &amp; 4 year olds)</b> Note: 1.0 FTE Teachers are Assigned AM & PM Session	Caseload	8/session	9/session	10/session	11/session
<b>Highly Structured/Self-Contained:</b>					
Elementary: (Blended, BLS, ILS, etc.)	Caseload	9	10	11	12
Middle School: (Stride/Life, etc.)	Caseload	9	10	11	12

High School: (Life Skills, etc.)	Caseload	9	10	11	12
High School: (Medically Fragile)	Caseload	6	7	8	9
Skills Development (Itinerant Support)	NOTE: Additional certificated support for secondary Highly Structured/Self-Contained students provided through 0.8 FTE itinerant staffing assigned to SLC.				
<b>Secondary (Grades 6-12) EBD</b>	Caseload	9	10	11	12
<b>Transition (18-21 years old)</b>					
District-Based (SLC)	Caseload	12	13	14	15
Community-Based (SCC)	Caseload	12	13	14	15
<b>Elementary Resource Room</b>	Caseload	22	23	26	30
<b>Secondary Directed Studies *</b>					
Skills (English, Math, Reading, SEL, Study Skills, Adaptive, Behavior)	Class Size	12	13	14	15
	* NOTES: <ul style="list-style-type: none"> <li>Overload shall be calculated for each class. Should the teacher trigger into an overloaded status, the District shall provide \$200 compensation per class per semester at Overload Relief Level 1, \$250 compensation per class per semester at Overload Relief Level 2, and \$300 Compensation per class per semester at Overload Relief Level 3.</li> <li>Co-taught classes shall not qualify for overload relief so long as the co-teaching model is maintained (approximately 1/3 students with IEPs assigned to the class).</li> </ul>				

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

	<u>Option A</u> <u>Compensation</u>	<u>Option B</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.

35.12.3 Elementary Resource Room caseloads between 30-32 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.

1 In such cases that a Resource Room caseload exceeds 32 students, an  
2 additional 0.2 FTE of special education staffing shall be allocated, and if the  
3 caseload exceeds 36 students, an additional 0.4 FTE of special education  
4 staffing shall be allocated.  
5

6 35.12.4 Elementary Resource Room: The special education resource room at each  
7 elementary school shall be staffed with a minimum of a full day paraeducator.  
8 This position shall be defined as six (6) paid hours plus a one-half hour unpaid  
9 duty free lunch (6.5 hours total) for the entire school year.

10 35.12.5 The District shall provide an annual notice to the Association and to  
11 elementary resource room teachers regarding the projected paraprofessional  
12 staffing in elementary resource rooms for the following year and prior to any  
13 mid-year adjustments. Upon request, the District shall discuss the rationale  
14 and workload implications for the projected staffing.

15 35.12.6 To ensure safety and appropriate communication regarding ongoing program  
16 needs among building staff, the District shall provide walkie-talkies or other  
17 two-way communication devices to any special educator who requests  
18 support.

19 35.13 IEP Support. Each year the district will provide each Special Education teacher in  
20 classes identified in Section 35.12.1, and each therapeutic specialist (SLP, Audiologist,  
21 OT, PT, etc.), with the following support:

22 a. For each case manager:

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

27 b. For each IEP for which a special educator is providing service but is not the  
28 case manager:

- 29 • Thirty (30) minutes at the per diem rate of pay annually per IEP submitted  
30 in compliance with state and federal law.

31 35.14 Librarian Support.

32 35.14.1 Elementary librarians will be provided at 6.0 hours per day of paraeducator  
33 time, except for Meridian Park which will be provided 8.0 hours per day.  
34 Secondary Librarians will be provided at least 8.0 hours per day of  
35 paraeducator time.

35.14.2 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.

35.15 MLL Workload and Program Support

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

35.15.2 MLL Paraeducators will be on the job the first student day of the school year.

35.15.3 MLL 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.

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

35.15.5 Overload relief for elementary MLL 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

MLL 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 MLL 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 35.2.3 through 35.2.7.

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

35.15.7 Secondary MLL teachers are covered by the workload relief provisions of Section 35.2.

35.16 Kindergarten. Each Kindergarten classroom will be provided one (1) hour of paraeducator time. Those schools designated as schoolwide Title 1 schools shall receive an additional one (1) hour of paraeducator time for each Kindergarten classroom. 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.

35.17 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.

35.18 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.

d. Supplemental hourly pay shall be offered for the administration, including record keeping, of the WaKIDs Assessment.

e. In order to support WaKIDs conferencing requirements, the District and Association shall work together to design a student calendar which provides no fewer than three days for parent conferencing for all kindergarten students.

35.19 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.

1 35.20 The District shall provide an annual electronic notice to the Association and to all  
2 certificated employees regarding projected District and building-level support for  
3 assessments. Any district-wide expectations for student assessments, including timing  
4 and frequency, shall be communicated to teachers annually prior to the first day of  
5 school.

6 35.21 Assessment Support. Each certificated employee may, at their discretion, use the  
7 resource allocated in Section 32.1 in support of administering common assessments,  
8 collaboratively analyzing assessment results, and modifying instruction based on  
9 results.

10 35.22 Grading:

11 35.22.1 Beginning in September each year, secondary teachers will be responsible  
12 for updating and communicating student academic progress online twice  
13 per month. Teachers who do not assign academic grades will be excluded  
14 from this requirement. Based upon input from secondary teachers, schools  
15 will announce to the community the dates upon which grades will be  
16 updated via the public building calendar. Paper progress reports will not be  
17 required. Report cards will be sent home at the end of each quarter and  
18 semester (high school or middle school).

19 35.22.2 End of term grade posting schedule: Secondary teachers shall have a  
20 uniform and equal length of time to finish grading and posting grades and  
21 optional comments for report cards at the end of quarters and semesters.  
22 The deadline for posting grades and optional comments shall be 5 business  
23 days after the final day of Q1, Q2/S1, and Q3 by 3:00pm. The deadline for  
24 posting grades and optional comments for report cards shall be the final  
25 student day by 3:00pm for Q4/S2.

- 26 • Elementary educators shall not be required to complete reports at  
27 the end of Q1 and Q3.
- 28 • Educators responsible for IEP updates (i.e., special education  
29 teachers and therapeutic specialists) shall be required to complete  
30 progress reports no more frequently than their general education  
31 colleagues.
- 32 • In order to support the progress reporting requirements required as  
33 a result of individually designed instruction, special educators in  
34 grades 6-12 and High School Transition shall be paid for one (1)  
35 additional day to support progress reporting at the need of both Q1  
36 and Q3.

37 35.22.3 Middle School – Quarter-long Electives: Sixth grade students at the middle  
38 schools may be offered quarter-long electives as well as semester or year-  
39 long electives. Such classes require that teachers be assigned a new student

cohort up to four times annually for each class period. With each assignment of a new student cohort to a teacher, the corresponding workload includes implementation of a full teaching cycle, including but not limited to: start-up systems; preparation of materials; accommodations, including implementation of 504's and IEP's; additional informal accommodations; formative and formal assessment; appropriate outreach to support family engagement; and assignment of final grades. Staff teaching quarter-long electives shall be compensated for one additional day of pay at the per diem rate for each transition from the first to second quarter and/or third to fourth quarter in November and/or April, respectively.

### **36.0 SECONDARY PREPARATION**

36.1 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).

36.2 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 Supplemental Academic Support (SAS) except by mutual agreement of the employee and the administrator.

36.3 Certificated supervision of SAS shall be as defined in the Glossary.

36.3.1 Students assigned to a teacher only for SAS shall count toward the calculation of overload in Section 35.2. Overload trigger due to an advisory will be compensated through Option A, Compensation.

36.3.2 Credit bearing classes taught during SAS shall be scheduled and compensated as 0.1 FTE.

36.3.3 Special Educators assigned to teach Skills classes during SAS shall be provided the Overload Remedy at Level 1, and additional overload shall otherwise apply, as defined in Section 35.12.1.

36.3.4 Building/District-directed activities may be assigned to SAS no more than two days per week, and non-supervisory certificated staff shall have flexible use of SAS time as described in the menu of options listed on Appendix N on the remaining days per week.

Students assigned to a teacher only for an advisory period shall count toward the calculation of overload in Section 35.2. Overload triggered due to an advisory will be compensated through Option A, Compensation.



## 37.0 REIMBURSEMENTS

37.1 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.

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

## 38.0 HIGH IMPACT AND INCLUSION

### 38.1 Definitions

38.1.1 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.

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

38.2 Each building shall receive an allocation of \$35,000 per year to increase the staff's ability to work effectively with both high impact and inclusion students.

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

38.4 The staff at each building shall participate in the development of an annual building plan for the utilization of the high impact and inclusion allocations. Although the utilization of these funds is a building decision, in order to ensure consistency with the intent of bargaining, each building must submit its plan to the Executive Director of Student Services for review and final approval by a joint SEA-District committee. The plan must describe how the staff were involved in the development of the plan, the intended outcomes, and how the plan's effectiveness will be evaluated. District Student Services staff will provide technical assistance and support as may be necessary to assist buildings in the development of their plans.

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

1 38.6 It is agreed that when an inclusion student is placed in a general education classroom,  
2 the affected certificated staff shall be provided appropriate background information  
3 about the student's current special needs. The District will provide in-service training  
4 and assistance in developing instructional approaches and/or special learning materials  
5 where necessary and appropriate to support the teacher and to assist the student's  
6 educational progress

## 7 **39.0 CERTIFICATED EMPLOYEE RETENTION AND RECALL**

8 39.1 If there is a lack of funds or a decrease in student enrollment which creates a necessity  
9 to reduce program and the number of certificated staff, the District shall determine  
10 those certificated employees to be retained and those who shall be terminated from  
11 employment using the procedures in this Article.

### 12 39.2 Seniority Definition

13 39.2.1 "Seniority" shall include the total amount of Washington State experience as  
14 allowed by the state S-275 reporting rules. Seniority is calculated in such a  
15 manner as to include all work experience, through January 15 of each year, to  
16 allow for the seniority verification process and publication of the seniority list  
17 as described in Section 39.3, below. In addition, beginning January 1, 2022,  
18 seniority shall be calculated effective the date and time an initial offer of  
19 employment is accepted in writing by each employee. Employees earn seniority  
20 credit while on unpaid leave.

21 39.2.2 When two or more employees have equal seniority, tiebreakers will be applied  
22 in the following order, as necessary:

- 23 a. The employee with the highest level of seniority within the District shall  
24 be retained;
- 25 b. The employee placed on the base certificated salary schedule cell with  
26 the highest dollar value shall be retained;
- 27 c. Beginning in the 2015-2016 school year, when each affected employee  
28 has been evaluated using the same evaluation system, the employee(s)  
29 with the highest comprehensive summative evaluation performance  
30 rating in the prior year shall be retained; and
- 31 d. After applying the above provisions, if there is still an equal seniority  
32 rank between two or more employees, they shall participate in a  
33 drawing, by lot. The employee who has drawn the longest lot shall be  
34 retained. Employees who cannot attend may appoint a proxy or one will  
35 be assigned for them, and lots will be drawn on their behalf. In such  
36 instance, the Association and all employees so affected shall be notified  
37 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.

**39.3 Seniority Verification**

39.3.1 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 39.2 and the retention categories for which the employee qualifies. The list shall also include notation of each employee's contract status (provisional, continuing).

39.3.2 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 41.

39.3.3 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 39.3.2 above. This notification must be provided for each year the employee desires to be removed from that category.

39.3.4 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.

**39.4 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.

**39.5 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.

1       39.6   Determination of Program. If necessary, the District will determine a modified  
2 educational program based on the projected reduction in staffing. The modified  
3 educational program shall take into consideration the determination of the specific  
4 services and activities to be retained, as well as those services and activities that will  
5 be reduced or eliminated. The modified educational program shall be shared with the  
6 Association prior to implementing a reduction in force.

7       39.7   Selection of Employees

8           39.7.1 For the purposes of this Section 39.7, employees qualify for any retention  
9 category in which the employee holds the required certification (including  
10 endorsement if a post-1987 certificate) unless an employee with at least ten (10)  
11 years experience in the District has not taught in a category in the District in the  
12 last ten (10) years and has notified the District of their desire to opt out of that  
13 category (during the process in Section 39.3 above).

14          39.7.2 Employees will qualify for retention in categories established using the  
15 following criteria:

- 16           a. Elementary (K-6) classroom positions;
- 17           b. Elementary (K-6) subject-area specialty (e.g. physical education and  
18 music);
- 19           c. Secondary school (grades 7-12) subject-areas (e.g. science, math, music,  
20 social studies, language arts, art, vocational, physical education, health, and  
21 individual foreign languages); and
- 22           d. Other non-supervisory P-12 certificated specialty (e.g. librarians, school  
23 psychologists, counselors, Speech Language Pathologists, Occupational  
24 Therapists, ELL/ESL, special education teachers).

25           The District shall confirm the retention categories with the Association each  
26 year prior to publishing the seniority list in Section 39.3.

27          39.7.3 If one or more employees in a category which staffing is to be reduced also  
28 qualifies for a category in which there is a vacancy, the District shall transfer  
29 an employee in order to avoid laying off an employee. The District first shall  
30 ask for volunteers among the qualified employees to fill the vacancy. If two or  
31 more qualified employees volunteer, the District shall make the selection. If  
32 there are no volunteers, the District shall transfer the least senior of such  
33 qualified employees into the vacancy.

34          39.7.4 When there are no vacancies to be filled via 39.7.3 above, the District shall  
35 implement the Board's reduced educational program by identifying the least  
36 senior employee(s) currently assigned to the category or categories in which  
37 positions are being eliminated up to the amount of FTE being reduced in that  
38 category. These employees shall be considered "displaced employees."

Beginning with the most senior displaced employee, the District shall reassign the displaced employee to replace the least senior employee in any other category for which the displaced employee qualifies. The less senior employee who is now displaced also shall be reassigned in a similar manner, if possible. If there is no less senior employee for a displaced employee to replace, the employee shall be identified for layoff.

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

39.7.6 Employees who are non-renewed as part of the reduction in force (RIF) will be added to the recall pool, as described in Section 39.9 below.

39.8 Leave. When Article 39.0 is implemented by the District, the District shall grant requests for voluntary leave that reduce the need for a reduction in force. To accomplish this purpose:

a. The two (2) consecutive year limit on leaves of absence within Section 42.3 is waived. The District will attempt to reach employees who notified the District of their intent to return for the following school year at the end of the two (2) consecutive year limit to explain this possible option for a third year of leave and confirm each employee's plans for the following school year.

b. The District and the Association will review cases in which 42.1.2.e could be helpful in reducing the need for a reduction in force.

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

### 39.9 Recall Procedure

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

39.9.2 All employees who have been placed in the recall pool shall be recalled if they qualify, as defined in Section 39.7.1 above, for available positions before the District employs, assigns or transfers any additional personnel, including through the transfer process.

39.9.3 In the event that programs are restored, or positions are available, recall pool personnel will be offered positions for which they qualify in the reverse order of the reduction in force as defined above, i.e., the last reduction shall be the first recall. In such a case that an employee is initially recalled into a position

of lesser FTE than that from which s/he was laid off, that employee will be made whole prior to the recall of the next employee on the recall list with appropriate certification.

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

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

39.9.6 An employee shall be removed from the recall pool if:

- a. He or she refuses an employment offer which is equal to the FTE from which they were reduced;
- b. He or she fails to notify the District of their acceptance of an offered position within five (5) business days from the date of notification of the job offer; or
- c. Non-renewed FTE (in part or in whole) remains in the recall pool for 30 months.

#### **40.0 WITHDRAWAL FROM CONTRACT**

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

40.2 Notice of Withdrawal. Staff members shall give thirty (30) days' notice of withdrawal from contract. A waiver may be allowed by the District. Staff members who seek to separate from employment for the subsequent school year will be released from their contract so long as they give notice of withdrawal prior to August 1.

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

## 41.0 GRIEVANCES

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

41.1.1 For the purposes of this Section (41.0), “days” shall be defined as District business days.

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

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

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

41.1.5 If the Association has cause to file a grievance, it is mutually agreed that the grievance shall commence at Step II, Section 41.3 of this procedure. The Association grievance shall be presented within twenty (20) days after alleged grievance has occurred.

### 41.2 Step I - Grievance

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

### 41.3 Step II - Grievance

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

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

1 41.3.3 Within five (5) contract days of receipt of the written grievance, the designated  
2 administrator shall meet with the grievant and the Association in an effort to  
3 resolve the grievance.

4 41.3.4 The designated administrator shall provide the grievant with a written answer  
5 within five (5) contract days after the meeting. The answer shall include the  
6 reasons upon which the decision was based.

7 41.4 Step III - Grievance

8 41.4.1 If the grievant does not accept the disposition of the grievance, or if no  
9 disposition has been made within five (5) days of such meeting, a Step III  
10 grievance may be transmitted by the grievant and the Association to the  
11 Superintendent or their designee(s) within five (5) days. If the Superintendent  
12 has chosen a designee for the grievance, both the Superintendent and the  
13 designee shall receive copies of the grievance.

14 41.4.2 The Superintendent or their designee(s) shall meet with the grievant and the  
15 Association within ten (10) days of receiving notification of appeal, and shall  
16 indicate the disposition of the grievance in writing within ten (10) days of such  
17 meeting, and shall furnish a copy to the grievant.

18 41.5 Step IV- Arbitration

19 41.5.1 In the event the disposition of the grievance under Step III is not acceptable  
20 to the grievant or the Association, the Association may within twenty (20)  
21 days of the receipt of the Superintendent's decision request the initiation of  
22 arbitration.

23 41.5.2 The Association agrees to notify the District of its proposed action within  
24 twenty (20) days of a request for arbitration on a grievance.

25 41.5.3 Arbitration shall be conducted by an arbitrator selected by the Association and  
26 the District, and shall be conducted under the rules of the American  
27 Arbitration Association. If the two parties cannot agree upon the arbitrator,  
28 the arbitrator shall be selected from a list provided by the Federal Mediation  
29 and Conciliation Service.

30 41.5.4 During arbitration, neither party may assert any grounds or evidence not  
31 previously disclosed to the other party. The arbitration shall be limited to the  
32 Collective Bargaining Agreement between the District and the Association.

33 41.5.5 The Arbitrator shall decide all arbitrability issues, but shall have no power to  
34 alter, add to, or subtract from this Agreement. The arbitrator shall consider  
35 any questions of arbitrability of the grievance prior to hearing the merits of  
36 the grievance upon request of either party.



1           41.5.6   The arbitrator shall determine the decision or award, which shall be published  
2                   in writing not later than thirty (30) calendar days from the date of the hearing.  
3                   The decision or award shall set forth the arbitrator's finding of fact, reasoning,  
4                   and conclusions on the issues submitted and shall be final and binding on both  
5                   parties.

6           41.5.7   Each party shall bear its own costs of arbitration, except that the fees and  
7                   charges of the arbitrator shall be borne equally by the District and the  
8                   Association.

9           41.5.8   Upon submission of a grievance to arbitration, the Association and grievant  
10                   shall waive access to any other forum which may be available for resolution  
11                   of any issues submitted to the arbitrator for resolution.

## 12   **42.0   LEAVE OF ABSENCE**

13       42.1   A leave of absence may be granted by the Board upon the recommendation of the  
14                   Superintendent with the following provisions:

15       42.1.1   The certificated employee shall notify the Human Resources Office by letter  
16                   of the request for a leave of absence and provide a statement of the employee's  
17                   commitment to return to the District at the end of the leave.

18       42.1.2   A leave of absence may be granted for:

- 19                   a.    Personal illness;
- 20                   b.    Family emergency, childcare, adoption, or foster care;
- 21                   c.    Shared contracts, as defined in an approved plan per Section 23.1;
- 22                   d.    Study, education or travel related to the education profession;
- 23                   e.    Elected or appointed public office (local, state, or national); or
- 24                   f.    Other cases unrelated to circumstances above, including unpaid  
25                       sabbaticals, approved by the Superintendent in consultation with  
26                       Association leadership.

27  
28       42.1.3   An employee must have completed five (5) years of actual service for the  
29                   reasons in d and e, and five (5) years of actual service for unpaid sabbaticals  
30                   referenced in f. Leaves approved by the Superintendent in consultation with  
31                   Association leadership may be granted regardless of years of actual service.  
32                   In order to qualify for an additional leave of absence of the same type (except  
33                   leaves under a, b, and c), the employee must have returned to work for at least  
34                   five (5) full school years (as applicable) following the end of the previous  
35                   leave of absence.

36       42.2   A certificated employee who is granted a leave of absence shall notify the District by  
37                   letter not later than January 15 of their intention to return to District employment in the  
38                   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.

**42.3 Extension of Leaves**

42.3.1 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 1<sup>st</sup> 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.

42.3.2 The limitation to the combination or duration of approved leave of absence described in 42.3.1 shall not apply to shared contracts (Section 23.0). 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.

42.4 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.

42.5 The District is obligated to re-employ a certificated staff member who is granted a leave of absence in a position for which they are both certificated and endorsed. On returning from a leave of absence, a certificated employee shall be given a continuing contract for that school year. Employees returning from a leave of absence for medical reasons shall have return rights provided in 42.7.

42.6 A leave of absence may be revoked if the District learns that the person on leave is no longer engaged in the activity for which the leave was approved. The SEA President and the Director of Human Resources will jointly review the circumstances, and determine what leaves, if any, are to be revoked. A person whose leave is revoked loses all rights to be re-employed under Section 42.5.

42.7 For the purposes of staffing placement, employees on temporary disability, PFML, FMLA or instructional improvement leave as of May 1 who have notified the District of their intent to return for the following school year will be considered to be in the position they held at the time they began leave and will be placed in the same manner as persons not on leave. Employees on other types of unpaid leaves of absence under Article 42.0 as of May 1 who have notified the District of their intent to return for the following school year will be re-employed subject to the availability of a position for which they are both qualified and certificated pursuant to Section 42.5. The District will attempt to reach this latter group of employees by both phone and written letter to clarify and explain their re-employment right.

**43.0 SICK LEAVE (ACCUMULATIVE)**

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

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

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

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

43.5 A doctor's certificate may be requested from an employee by the Human Resources Office after five (5) days of absence.

43.6 Accumulated sick leave days shall be reported to each certificated employee on payroll dates.

43.7 Unused sick leave shall be transferred to and/or received from other public school districts in the State of Washington. Accumulated sick leave shall be retained by an employee in accordance with State law.

43.8 The District shall provide to each certificated employee information for requesting a substitute, (i.e., phone number and assignment information). A certificated employee shall notify the building administrator of the absence as soon as practical.

43.9 Each January each eligible employee may elect to receive remuneration of unused sick leave accumulated in the previous calendar year. Each year during the annual sick leave buy-out period, all employees will be reminded of the limits on the number of accumulated sick leave days and the consequences of not participating in the annual sick leave buy-out.

43.9.1 An eligible employee is a current employee:

- a. Who has accumulated greater than sixty (60) full days of illness or injury leave in a manner consistent with applicable law, policies, and collective bargaining agreements as of the end of the previous calendar year; and

- 1                   b.       Who provides written notice to the Human Resources Office by the  
2                               last working day of January of their intent to convert their excess sick  
3                               leave to monetary compensation.

4           43.9.2   The number of sick leave days which an eligible employee may convert shall  
5                   be determined by:

- 6                   a.       Taking the number of sick leave days in excess of sixty (60) full days  
7                               that were accumulated by the employee during the previous calendar  
8                               year at a maximum of twelve (12) days per year; and  
9                   b.       Subtracting therefrom the number of sick leave days used by the  
10                              employee during the previous calendar year.  
11                   c.       The remainder, if positive, shall constitute the number of sick leave  
12                              days which may be converted to monetary compensation.

13           43.9.3   Sick leave days that are eligible for conversion shall be converted to monetary  
14                   compensation at the rate of twenty-five percent (25%) of an employee's  
15                   current, full-time daily rate of compensation for each full day of eligible  
16                   illness or injury leave.

17           43.9.4   The term "full-time daily rate of compensation" shall mean the salary of an  
18                   employee or classification of employees for each full day of employment  
19                   exclusive of supplemental pay, and exclusive of fringe benefits such as health  
20                   insurance premiums and other forms of insurance premiums.

21           43.9.5   Partial days of eligible sick leave shall be converted on a pro rata basis.

22           43.9.6   All sick leave days converted to monetary compensation pursuant to this  
23                   procedure shall be deducted from an employee's accumulated sick leave  
24                   balance.

25           43.10   Upon separation from employment with the District, an eligible employee, or their  
26                   estate, may elect to convert all eligible, accumulated, unused sick leave days to  
27                   monetary compensation.

28           43.10.1   An "eligible employee" is one who has separated from employment under one  
29                   of the following conditions: (a) retirement; (b) death; (c) at least fifty-five (55)  
30                   years old, and at least ten (10) years of service under TRS Plan 3; or (d) at  
31                   least fifty-five (55) years old, and at least fifteen (15) years of service under  
32                   TRS Plan 2.

33           43.10.2   Retirement for purposes of this policy shall mean commencing receiving a  
34                   retirement allowance from a Washington State retirement system.

35           43.10.3   Vested out-of-service employees who terminate employment but leave funds  
36                   on deposit with a State retirement system shall not be considered to have  
37                   retired or to be an eligible employee.

1 43.10.4 All unused sick leave days that have been accumulated by an eligible  
2 employee less sick leave days previously converted pursuant to Section 40.9  
3 may be converted to monetary compensation upon the employee's termination  
4 of employment due to retirement or death.

5 43.10.5 Sick leave days that are eligible for conversion shall be converted to monetary  
6 compensation at the rate of twenty-five percent (25%) of an employee's full-  
7 time daily rate of compensation at the time of termination of employment for  
8 each full day of eligible sick leave.

9 43.10.6 The term "full-time daily rate compensation" shall mean the salary of an  
10 employee or classification of employees for each full day of employment  
11 exclusive of supplemental pay, and exclusive of fringe benefits such as health  
12 insurance premiums and other forms of insurance premiums.

13 43.10.7 Partial days of eligible sick leave shall be converted on a pro rata basis.

#### 14 **44.0 TEMPORARY DISABILITY LEAVE**

15 44.1 A certificated employee who, for medical reasons, (i.e., mental, or physical, including  
16 pregnancy) cannot perform the functions of their assigned position shall be considered  
17 eligible for a temporary disability leave with sick leave benefits.

18 44.2 An employee requesting a leave due to temporary disability shall be considered eligible  
19 for a temporary disability leave with sick leave benefits.

20 44.3 An employee requesting a leave due to temporary disability shall submit the leave  
21 request to the Human Resources Office.

22 44.4 The effective date of the leave shall be determined by the Human Resources Office in  
23 consultation with the employee and their physician.

24 44.5 An employee on temporary disability leave shall receive sick leave benefits for each  
25 contracted day of the leave up to the number of sick leave days accrued and shall retain  
26 all other rights and benefits of approved leaves.

27 44.6 The District shall have the right to request a physician's certificate of disability while  
28 the leave is in effect.

29 44.7 An employee who is able to return to work shall immediately be reinstated to their  
30 former position if available, or a similar position.

#### 31 **45.0 PARENTAL LEAVE**

32 45.1 Five (5) days of paid leave shall be granted annually to each certificated employee on  
33 the occasion of the birth, adoption, or foster placement beyond one month of a child or  
34 children in the employee's home. In addition, a certificated employee shall be granted

1 leave for childbirth, adoption, or foster placement under the provisions of Article 39.0,  
2 Leave of Absence.

3 45.2 If both parents of a child are employed by the District, they each are entitled to five (5)  
4 days of leave and both parents may take their portion of the childbirth/adoption/foster  
5 placement leave at the same time or separately.

6 45.3 The certificated employee shall be re-employed at the end of the leave of absence or at  
7 the beginning of the following contracted year, as mutually agreed upon by the Human  
8 Resources Office and the certificated employee and under the provisions of Article  
9 42.0, Leave of Absence.

## 10 **46.0 CHILDBIRTH LEAVE**

11 46.1 A certificated employee may continue to work until the attending physician verifies  
12 that the employee is physically unable to continue working. An employee can be  
13 granted temporary disability leave for the period of disability due to pregnancy and/or  
14 childbirth as verified by the employee's physician. The length of authorized temporary  
15 disability leave may vary and is based on the employee's and child's needs as verified  
16 by the treating physician.

17 46.2 Additional leave may be taken as Family Leave (Article 48.0) or Leave of Absence for  
18 Childcare (Section 42.1.2.b) for employees meeting the eligibility requirements. The  
19 maximum period for a leave of absence shall not exceed two (2) consecutive years,  
20 except if the leave begins after March 1st of the school year, in which case the leave  
21 cannot exceed the two (2) consecutive school years following the end of the school  
22 year when the leave started (including periods covered by sick leave).

23 46.3 A childbirth leave shall be granted to a certificated employee upon request by the  
24 certificated employee and a letter from the attending physician. The request shall be  
25 made in writing, with the anticipated due date or specific leave date, to the Director of  
26 Human Resources as early as possible, to assist in staffing and for submission to the  
27 Board.

28 46.4 The employee may use accrued sick leave benefits during the period of disability, as  
29 verified by the treating physician. No sick leave benefits shall be allowed during any  
30 additional approved unpaid leave, after the end of the temporary disability period.

31 46.5 The certificated employee shall be re-employed upon expiration of the approved leave.  
32 While on leave, the employee may request an early return to active employment. The  
33 early return shall be arranged with the, Human Resources Office, provided that a  
34 position is available, for which the employee is qualified.

35 46.6 Two (2) weeks prior to the agreed upon ending date of the leave, the employee shall  
36 notify the District in writing of the intent to: (1) return to duty, (2) request extension of  
37 leave, or (3) resign.

1       46.7   The District is obligated to re-employ a certificated staff member who is granted a leave  
2           of absence in a position for which they are both certificated and endorsed.

3   **47.0    SHARED LEAVE**

4       47.1   Once implementation rules are written for the shared leave provisions in 2018  
5           Engrossed Substitute House Bill 1434, the District agrees to provide SEA members  
6           with the maximum shared leave benefits allowed by these rules.

7       47.2   Employees shall be eligible to receive shared leave if they meet qualification criteria  
8           outlined in RCW 41.04.665:

- 9           a) They suffer from, or have a relative or household member suffering from, an illness,  
10           injury, impairment, or physical or mental condition which is of an extraordinary or  
11           severe nature; or,  
12           b) They have been called to service in the uniformed services; or,  
13           c) A state of emergency has been declared anywhere within the United States by the  
14           federal or any state government and the employee has needed skills to assist in  
15           responding to the emergency or its aftermath and volunteers his or her services to  
16           either a governmental agency or to a nonprofit organization engaged in  
17           humanitarian relief in the devastated area, and the governmental agency or  
18           nonprofit accepts the employee's offer of volunteer services; or,  
19           d) They are a victim of domestic violence, sexual assault, or stalking; or,  
20           e) They are a current member of the uniformed services or is a veteran as defined  
21           under RCW 41.04.005, and are attending medical appointments or treatments for a  
22           service connected injury or disability; or,  
23           f) They are the spouse of a current member of the uniformed services or a veteran as  
24           defined under RCW 41.04.005, who is attending medical appointments or  
25           treatments for a service connected injury or disability and requires assistance while  
26           attending appointments or treatment; or,  
27           g) They need time for parental leave; or,  
28           h) They are sick or temporarily disabled because of pregnancy disability.

29  
30       47.3   An employee is eligible for shared leave when the condition listed above has caused,  
31           or is likely to cause the employee to go on leave without pay or terminate district  
32           employment.

33       47.4   In such cases as the employee qualifies for shared leave for the reasons in g) or h)  
34           above, they shall have the right to access the sixteen (16) weeks of shared leave for  
35           bonding with a child, and in the case of h) above, at any time within the first twelve  
36           (12) months. In either case employees shall not be required to deplete all of their sick  
37           leave and can maintain up to forty (40) hours of sick leave in reserve. The sixteen-  
38           week period shall be defined as ninety (90) workdays, exclusive of weekends, holidays  
39           and school breaks.

40       47.5   Leave donated from one District employee to another shall be calculated on an hour  
41           donated and hour received basis.

1       47.6   The maximum amount of shared leave an employee may receive during their total  
2           employment with the District is five-hundred twenty-two days.

3   **48.0   FAMILY AND MEDICAL LEAVE (FMLA)**

4       48.1   An employee, whether male or female, is entitled to twelve (12) work weeks of family  
5           leave during any twelve (12) month period. An employee, for purposes of family leave,  
6           is defined as anyone who was employed by the District on a continuous basis for the  
7           past 52 weeks, excluding authorized leave or periods of time in which persons do not  
8           report to work but have a continuing employment relationship and do not collect  
9           unemployment benefits.

10      48.2   The District will continue the employee's benefit insurance coverage and will continue  
11           to pay the District's contribution towards insurance premiums for a maximum of twelve  
12           (12) work weeks of unpaid family leave after sick leave eligibility has ended. After the  
13           first twelve (12) work weeks of unpaid leave, the employee may continue insurance  
14           coverage at the employee's own expense, with no District contribution. The employee  
15           must self-pay the employee's contribution by the 15<sup>th</sup> of each month to ensure that there  
16           is no interruption of insurance coverage. Employees will not receive bills and are  
17           responsible for making timely payments.

18      48.3   Family leave may be taken: (a) because of the birth of a child and to care for a newborn  
19           child; (b) because of the placement of a child with the employee for adoption or foster  
20           care; (c) to care for a child, spouse, or parent who has a serious health condition; or (d)  
21           because of the employee's own serious health condition. If both parents of a child are  
22           employed by the District, they together are entitled to a total of twelve (12) weeks of  
23           leave and both parents may take their portion of the family leave at the same time.  
24           Absence covered by sick leave will not be deducted from the twelve (12) week total  
25           allocation for family leave.

26      48.4   Leave taken to care for a newborn or newly adopted child must be completed within  
27           twelve (12) months after the birth or adoption. Leave taken to care for a terminally ill  
28           child may be taken only once for any given child. The District requires confirmation  
29           by a health care provider of the employee's need for family leave.

30      48.5   A "child" is defined as a biological, adopted or foster child, a stepchild, a legal ward  
31           who is under 18 years of age, or a legal ward incapable of self-care due to a mental or  
32           physical disability. A "serious health condition" is one caused by injury, illness,  
33           impairment, or physical or mental condition that involves (a) inpatient care, or (b)  
34           continuing treatment by a health care provider.

35      48.6   The family leave shall be without pay. The District may require the employee to use  
36           their paid leave (sick leave and/or personal leave) before going on unpaid family leave.

37      48.7   The family leave is in addition to any leave for sickness or temporary disability because  
38           of pregnancy or childbirth.



1       48.8   An employee who plans to take family leave must provide the District with written  
2           notice at least thirty (30) days in advance, unless the family leave is not foreseeable, in  
3           which case the employee must notify the District of the expected leave within one (1)  
4           working day of the beginning of the leave.

5       48.9   Upon returning from family leave, the employee is entitled to return to the same  
6           position he/she previously held or to an equivalent position with equivalent  
7           employment benefits, pay, and other terms and conditions of employment. If the  
8           employee fails to return from the approved leave, the employee must reimburse the  
9           school district for all premiums paid during unpaid leave. In scheduling the employee's  
10          return from family leave, consideration will be made for weekends and break periods  
11          (including summer vacation). If the employee returns to work on the earliest possible  
12          work day after the end of the approved leave, no reimbursement of the District's  
13          contributions towards insurance premiums will be required.

14       48.10 Any employee who works primarily in an instructional capacity and would be on leave  
15           for greater than twenty percent (20%) of the total number of working days in the period  
16           during which the leave would extend, may be required to take leaves for periods of  
17           particular duration or to transfer temporarily to an alternative equivalent position that  
18           better accommodates the leave.

19       48.11 Any employee who works primarily in an instructional capacity and requests a period  
20           of leave which will end near the conclusion of the academic term may be required to  
21           continue the leave until the academic term has concluded.

## 22   **49.0   WASHINGTON PAID FAMILY MEDICAL LEAVE (PFML)**

23       49.1   Beginning January 1, 2020 employees will be provided PFML benefits as allowed by  
24           law.

25       49.2   The District will pay the employer premium and employees will pay the employee  
26           premium required by law to fund the program.

27       49.3   To qualify for PFML, employees must work 820 hours or more in the qualifying period,  
28           which shall be defined as the first four of the last five completed calendar quarters  
29           starting from when the employee makes their claim for benefits. PFML may not be  
30           taken without a qualifying event.

31       49.4   PFML benefits shall include up to twelve (12) weeks of paid leave per year to care for  
32           self or family. The twelve-week period shall be defined as sixty (60) workdays,  
33           exclusive of weekends, holidays and school breaks. Such leave may be used as follows:

### 34       49.4.1 Family Leave:

- 35           • To care and bond after a baby's birth or the adoption or foster placement of a  
36           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

#### 49.4.2 Medical Leave to care for self in relation to an illness or medical event

#### 49.4.3 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

49.5 Employees are responsible to file claims with the Employment Security Department (ESD) and payments will come from ESD. The amount of the payments will be determined by, and payments will come from, the ESD.

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

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

49.8 Employees who are eligible for FMLA as well as PFML shall use FMLA concurrently with use of PFML.

### **50.0 MILITARY LEAVE**

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

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

### **51.0 PERSONAL LEAVE**

51.1 Three (3) days Personal Leave shall be allowed each certificated employee each year, cumulative up to a maximum of eight (8) Personal Leave days. These days will be frontloaded. No explanation shall be requested by the District. Except in emergencies, an employee will need to provide five (5) contract days advance notice to the principal. Except in emergencies or required religious observances, no more than 10% of the total number of certificated staff in any building can take Personal Leave on any given day. Absences for Personal Leave shall be reported on Form PS102.

1 51.2 Except for extended disability leaves (including maternity), no more than five (5)  
2 Personal Leave days may be taken consecutively at any one time. Use of more than  
3 five (5) consecutive personal leave days for extraordinary circumstances may be  
4 granted upon written request to the Director of Human Resources.

5 51.3 The District will maintain a centralized system for tracking the availability and usage  
6 of each employee's personal leave.

7 51.4 An employee who uses less than three (3) days personal leave in a given school year  
8 may cash out the difference between the number of days used and three (3) at the daily  
9 substitute rate. Due to state law, employees covered by the TRS Plan I shall document  
10 eight (8) hours of additional service for each day cashed out. All personal leave cash  
11 out requests must be submitted to Human Resources by the final day of school.  
12 Compensation for personal leave cash out will be included in the employee's August  
13 paycheck. Personal leave cash out will be pro-rated for an employee who separates  
14 from employment before the end of the school year.

## 15 **52.0 BEREAVEMENT LEAVE (NON-ACCUMULATIVE)**

16 52.1 A maximum of five (5) days bereavement leave shall be allowed for each death in the  
17 employee's family or household and up to two (2) days each for funerals of friends.  
18 Such absence shall be reported on Form PS 102. An additional five (5) days  
19 bereavement leave for death in the employee's family or household may be granted  
20 upon written request to the Director of Human Resources. These additional days shall  
21 be deducted from sick leave under Section 43.1.

## 22 **53.0 PROFESSIONAL LEAVE - ASSOCIATION PRESIDENT**

23 53.1 A leave of absence shall be granted by the Board to a certificated employee who is  
24 elected or appointed to serve as the president of the Association. The request for a  
25 professional leave shall be made by May 15 preceding the school year in which the  
26 leave is to be granted.

27 53.2 The District shall, unless otherwise requested by the employee, re-employ the  
28 individual who is granted a professional leave in a comparable position on a continuing  
29 contract upon termination of the leave. While on leave, the individual shall retain all  
30 rights, benefits, and seniority allowed to a contracted certificated employee. The  
31 individual shall be placed at the same educational level (primary, intermediate, middle,  
32 high school) if a position is available.

33 53.3 The Association agrees to reimburse the District for all salaries, benefits, and employee  
34 taxes.

## 35 **54.0 APPROVED ABSENCE**

36 54.1 Approved Absence is defined as an absence beyond the control of the employee (e.g.,  
37 funerals of friends and associates which exceed the bereavement leave, illness in the  
38 family, or serious illness/injury). An Approved Absence is limited to two (2) days.

1 Extension may be granted by the Superintendent's Office or designee under exceptional  
2 circumstances.

3 54.2 Deduction at the substitute rate of pay shall be made for approved absences that exceed  
4 any leave provision.

5 54.3 Absences for recognized religious holidays and observances shall be granted. Such  
6 absences shall be reported on Form PS 102 and submitted to the Director of Human  
7 Resources. Deduction shall be at the substitute rate of pay. Employees may also  
8 choose to use a personal leave day without deduction of the substitute rate of pay.

9 54.4 Absences due to extension of the contract year shall be approved. Deduction shall be  
10 at the per diem rate of pay.

## 11 **55.0 EXCUSED ABSENCE**

12 55.1 Excused absence may be defined as absence from the District when an employee is on  
13 District business or the professional interest of the District is being served. This shall  
14 include the performance of duties not covered by this collective bargaining agreement,  
15 but requested or contracted by the Shoreline School District. A substitute will be  
16 provided when student supervision or services must be continued during the  
17 employee's absence.

18 55.2 Excused absence shall include jury duty, subpoena to court, and court proceedings.

19 55.3 Such absences shall be reported on Form PS 102.

20 55.4 Deduction: No deduction shall be made when the employee receives compensation  
21 such as for jury duty or subpoena to court.

## 22 **56.0 EXCUSED ABSENCE FOR ASSOCIATION BUSINESS**

23 56.1 Excused absence shall be granted by the District when the Association requests  
24 released time for the purpose of Association business when the following conditions  
25 exist:

26 56.1.1 When the Association and the District agree to conduct bargaining session(s)  
27 during the contract day, members of the Association bargaining team shall be  
28 excused without loss of pay. When a substitute is provided, substitute  
29 coverage shall be paid for by the District.

30 56.1.2 Excused absence shall be granted for Association business, including  
31 preparation for bargaining, where representatives are elected or appointed by  
32 the Shoreline Education Association the Washington Education Association  
33 or the National Education Association. When a substitute is provided,  
34 substitute coverage shall be paid for by the Association.

35 56.2 Such absence, shall be documented using the appropriate District procedure and forms.

## **57.0 UNAPPROVED ABSENCE**

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

## **58.0 ABSENCE WITHOUT PAY**

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

58.2 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.

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

58.4 Absences without pay shall be reported on Form PS102.

## **59.0 HOURLY RATES**

59.1 Certificated employees will be paid their individual per diem rate for the direct instruction of one or more students in a supplemental assignment beyond regular contact time. Employees will not be paid for additional planning hours.

59.2 The Certificated Hourly Rate shall be \$50.00/hour. 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, and payment of ELO stipends from the allocations provided in Sections 62.6.1, 62.7.1 and 62.8.1.

59.3 Compensation rates and working conditions for substitutes are defined in the Substitute Addendum.

## **60.0 SALARY LEVELS AND PROVISIONS**

### **60.1 Overview**

60.1.1 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 school years covered by this agreement. In addition to the cost-of-living increase (IPD), the District will increase total salary included on Appendix A by 1% of total compensation in the 2021-2022 school year, and 2% of total compensation in the 2023-2024 school year.

60.1.2 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.

60.1.3 It is mutually understood by the parties that any negotiated salary increases beginning in the 2021-2022 school year are intended to mitigate the Washington Cares payroll tax enacted in the 2021-2022 school year. Should the state rescind the Washington Cares payroll tax, salaries shall not be reduced.

60.2 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.

60.3 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.

60.4 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.

60.5 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.

## 61.0 TIME, RESPONSIBILITY AND INCENTIVE (TRI) CONTRACT

61.1 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.

61.2 For the responsibilities listed in Section 61.3 and the additional days of work identified in Section 18.1, 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.

61.3 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.

61.4 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.

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

## **62.0 EXTENDED CONTRACTS BEYOND SCHOOL DAY/SCHOOL YEAR**

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

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

### **62.3 Special Assignments**

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

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

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

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

62.4 Summer Teaching Assignments. Teachers in regular summer programs (e.g. Summer School, Jump Start and Extended School Year (ESY)) will be paid at the certificated instructional rate in Section 59.1 for all hours of instruction. This rate was originally calculated as an average certificated per diem rate plus an additional 20% for planning time. Employees will not be paid for additional planning hours. SLP's, OT's, PT's and Audiologists shall be paid \$50 per hour, or the individual's per diem rate if higher, for service in the regular summer programs.

### **62.5 Activity and Leadership Assignments – General**



- 1           62.5.1 All activity and leadership assignments are for a school year. Building  
2 principals shall submit an initial list of employees recommended for activity  
3 and leadership assignments to the Human Resources Office no later than the  
4 third Friday in October. A final list of activity and leadership assignments for  
5 each building must be submitted by June 1. Stipends of \$600 or less shall be  
6 paid in a lump sum in either January, April or July, whichever comes first after  
7 completion of the assignment. A notice of the stipends included in the lump  
8 sum shall be provided to the employee in the month such payment is made.  
9 Stipends greater than \$600 shall be paid in equal installments over the  
10 remaining months of the contract year beginning with the month the employee  
11 begins working the assignment.
- 12           62.5.2 All staff requesting ELO funding shall document their ELO request on the  
13 negotiated form - "Extended Learning Opportunities and Leadership  
14 Assignments Application Form". Decisions on the distribution of pooled  
15 allocations for activity and leadership assignments (Section 62.6.1, 62.7.1,  
16 and 62.8.1) are delegated to a building's certificated staff and administrator(s)  
17 in accordance with the site-based decision making model in Section 63.2.
- 18           62.5.3 Staff FTE used in allocation formulas for activity, athletics and leadership  
19 funds shall be measured as of the October count date.
- 20           62.5.4 The funds allocated to any activity or leadership assignment that remains  
21 unfilled or fails to commence within ten (10) school days of the expected  
22 starting date may be reallocated to the general pool allocated for activity and  
23 leadership assignments (Section 62.6.1, 62.7.1, and 62.8.1) and distributed in  
24 accordance with the site-based decision making model in Section 67.2.
- 25           62.5.5 At the request of the District or Association, a committee of three (3)  
26 representatives from the District and three (3) representatives from the  
27 Association shall meet to review the agreed expectations (including basic job  
28 descriptions for each stipend identified in the CBA) and compensation for the  
29 specifically named activity and leadership assignments in Section 62.6, 62.7  
30 and 62.8.
- 31           62.6 Extended Learning Opportunities and Leadership Assignments – Elementary
- 32           62.6.1 Each elementary school shall be allocated \$1100 per certificated staff FTE  
33 assigned to the building to compensate certificated employees for collegial  
34 planning, building leadership positions and extended learning opportunities  
35 (including health and fitness, core academics, and educational enrichment) for  
36 students at all levels of achievement. All stipends paid from this allocation  
37 shall be paid at the certificated hourly rate described in Section 59.2 or via an  
38 honorarium, as approved by staff in the building.
- 39           62.6.2 In addition, each elementary school shall be allocated the following amounts  
40 for specific special assignments:

1	5 <sup>th</sup> Grade Overnight Camp Team-----	\$3,000
2	Band Director-----	\$500
3	Dean-----	\$2,100
4	Equity Lead-----	\$1,000
5	Field Day Coordinator-----	\$500
6	General Music & Honor Choir Director-----	\$1,000
7	Orchestra Director-----	\$500
8	State Testing Coordinator-----	\$1,000
9	Student Study Team-----	\$5,000
10	Teacher Librarian-----	\$2,100

11  
12 Individuals with five (5) or more years experience in an activity listed in  
13 subsection (62.6.2) will be paid an additional \$500. In the case of itinerants  
14 with more than one building assignment, only one experience stipend may be  
15 earned.

16     62.7   Extended Learning Opportunities and Leadership Assignments – Middle School

17           62.7.1   Each middle school shall be allocated \$18,500 to compensate certificated  
18 employees for collegial planning, building leadership positions and extended  
19 learning opportunities (including health and fitness, core academics, and  
20 educational enrichment) for students at all levels of achievement. All stipends  
21 paid from this allocation shall be paid at the certificated hourly rate described  
22 in Section 59.2 or via an honorarium, as approved by staff in the building.

23           62.7.2   In addition, each middle school shall be allocated the following amounts for  
24 specific special assignments:

25	Activity Coordinator-----	\$2,100
26	Band Director-----	\$2,100
27	Choir Director-----	\$1,500
28	Dean-----	\$2,100
29	Drama Director/Advisor (per production, maximum 2 per year funded) --	\$1,500
30	Equity Lead (split between two leads)-----	\$2,100
31	Jazz Club Advisor-----	\$6,500
32	New Student Orientation & Mentoring-----	\$2,600
33	Orchestra Director-----	\$1,500
34	*Robotics/Engineering-----	\$2,100
35	Student Study Team-----	\$5,000
36	Teacher Librarian-----	\$2,100

37  
38           \* CTE funded; cannot be assigned for any other use.

39           Individuals with five (5) or more years' experience in an activity listed in this  
40 subsection (62.7.2) will be paid an additional \$500.

1           62.7.3 In addition, each middle school shall be allocated \$500 per certificated staff  
2           FTE for leadership positions.

3           62.7.4 In addition to the Learning Resource Center amount identified in Section  
4           62.7.2, when a building principal and head librarian mutually agree that the  
5           head librarian should attend department head meetings, the head librarian will  
6           be paid for their time at the meeting at the certificated hourly rate.

7           62.7.5 In addition, middle school Department Head positions shall perform the  
8           responsibilities described in the job description jointly prepared by the  
9           Association and the District, and shall be paid an annual stipend based on the  
10          following:

11	10-24 sections per semester -----	\$2,000 per semester
12	25-34 sections per semester -----	\$2,500 per semester
13	35+ sections per semester -----	\$3,000 per semester
14	Special Education -----	\$3,000 per semester

15  
16           All department head positions for the ensuing school year shall be posted in  
17           each building by June 1. The principal, upon request, shall provide the  
18           reason(s) for such decisions to a certificated employee who applied and was  
19           not appointed.

20          62.8   Extended Learning Opportunities and Leadership Assignments – High School

21          62.8.1 Each high school shall be allocated \$11,500 to compensate certificated  
22          employees for collegial planning, building leadership positions and extended  
23          learning opportunities (including health and fitness, core academics, and  
24          educational enrichment) for students at all levels of achievement. All stipends  
25          paid from this allocation shall be paid at the certificated hourly rate described  
26          in Section 59.2 or via an honorarium, as approved by staff in the building.

27          62.8.2 In addition, each high school shall be allocated the following amounts for  
28          specific special assignments:

29	Activity Coordinator -----	\$6,500
30	Annual Advisor -----	\$4,000
31	Athletic Director -----	\$6,500
32	Band Director -----	\$6,500
33	Assistant Band Director -----	\$2,100
34	Choir Director -----	\$2,600
35	Class Advisor – Freshman -----	\$2,100
36	Class Advisor – Sophomore -----	\$2,100
37	Class Advisor – Junior -----	\$2,100
38	Class Advisor – Senior -----	\$2,100
39	*Culinary Arts -----	\$4,000

1	Dean -----	\$6,500
2	Debate -----	\$2,100
3	*DECA -----	\$4,000
4	Drama Director/Advisor per production, maximum 2 per year funded)	\$4,500
5	Equity Lead (split between two leads) -----	\$2,100
6	Literary Arts Magazine -----	\$2,100
7	National Honor Society Advisor -----	\$1,500
8	New Student Orientation & Mentoring-----	\$2,600
9	Newspaper-----	\$4,000
10	Orchestra Director -----	\$2,600
11	*Robotics/Engineering -----	\$4,000
12	Student Study Team-----	\$5,000
13	Teacher Librarian-----	\$2,100
14	*Video Production -----	\$4,000

15  
16 \* CTE funded; cannot be assigned for any other use.

17  
18 Individuals with five (5) or more years' experience in an activity listed in this  
19 subsection (62.8.2) will be paid an additional \$500.

20 62.8.3 In addition, high school Department Head positions shall perform the  
21 responsibilities described in the job description jointly prepared by the  
22 Association and the District, and shall be paid an annual stipend based on the  
23 following:

24	10-24 sections per semester -----	\$2,000 per semester
25	25-34 sections per semester -----	\$2,500 per semester
26	35+ sections per semester -----	\$3,000 per semester
27	Special Education -----	\$3,000 per semester

28  
29 All department head positions for the ensuing school year shall be posted in  
30 each building by June 1. The principal, upon request, shall provide the  
31 reason(s) for such decisions to a certificated employee who applied and was  
32 not appointed.

33 62.8.4 In addition to the Learning Resource Center amount identified in Section  
34 62.8.2, when a building principal and head librarian mutually agree that the  
35 head librarian should attend department head meetings, the head librarian will  
36 be paid for their time at the meeting at the certificated hourly rate.

37 62.9 Extended Learning Opportunities and Leadership Assignments - Additional

38	HEE Program Director -----	\$6,500
39	National Boards Mentors -----	\$4,000
40	Student Services Leads -----	\$2,100

41

1 62.10 Each Dean, Activity Coordinator and Athletic Director shall be contracted for ten (10)  
2 additional 8-hour days beyond the certificated employee's contract year, compensated  
3 on a per diem basis on a supplemental contract.

4 62.11 Career and Technical Education (CTE):

5 62.11.1 Program Advisory Chairs. Program advisories are co-chaired by a community  
6 member and a teacher. A stipend will be provided for the teacher co-chair of  
7 each of the Program Advisory Committees. The stipend will be equivalent to  
8 5 hours at the Certificated Hourly rate.

9 62.11.2 Program Advisory Meetings. Teachers will compensated at the Certificated  
10 Hourly Rate for verified attendance at Program Advisory Committee  
11 meetings. Compensation will not exceed 4.5 total hours per teacher for the  
12 year (three, 1.5-hour meetings). Program advisory chairs are compensated  
13 hourly for their attendance at meetings, in addition to the stipend for serving  
14 as co-chair. Program Advisory Committee meetings are not required to occur  
15 at district facilities.

16 62.11.3 Required Training. All CTE teachers are required to maintain valid CPR and  
17 First Aid certificates and will be provided appropriate classroom safety  
18 training and hazardous materials training, specific to their course, at no cost.  
19 The district will provide training multiple times a year during contracted, non-  
20 student time, or as compensated time outside the workday, as referenced in  
21 Section 69.5.

22 62.11.4 District-wide CTE meetings. With prior approval from the CTE Director, CTE  
23 meetings outside the regularly contracted workday will be compensated at the  
24 Certificated Hourly Rate.

25 62.11.5 Laboratory maintenance. With prior approval from the CTE Director, CTE  
26 teachers will be compensated at the Certificated Hourly Rate for laboratory  
27 maintenance.

28 62.11.6 CTE Course Frameworks and Student Leadership Documents. For each unique  
29 semester-long course, two hours at the Certificated Hourly Rate will be  
30 provided to each CTE teacher who maintains their current course frameworks  
31 and student leadership documents. When revisions to course frameworks or  
32 student leadership documents beyond the annual update are necessary, the  
33 district will provide, with pre-approval, release time and/or extra hourly  
34 compensation at the Certificated Hourly Rate.

35 62.11.7 Career and Technical Student Organization (CTSO)/Leadership Equivalency.  
36 For purposes of this collective bargaining agreement, both CTSOs and  
37 Leadership Equivalencies shall be known as CTE student clubs. No teacher  
38 is required to serve as an advisor to a CTE student club. Those teachers  
39 serving as advisors to CTE student clubs shall be compensated according to

the negotiated stipend schedule in Sections 62.7.2 and 62.8.2 above. Teachers shall have the ability to develop new CTE student clubs, funded through the building ELO allocation outlined in 62.7.1 and 62.8.1. 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.

62.11.8 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

## **63.0 EXTENDED RESPONSIBILITIES**

63.1 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.

### **63.2 Counselors**

63.2.1 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.

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

63.2.3 The District shall allocate three hundred (300) hours at the certificated hourly rate for each high school, one hundred fifty (150) hours at the certificated hourly rate for each middle school and forty (40) hours for the certificated hourly rate at each elementary school and Cascade K-8 for counselor special assignments (e.g. awards ceremonies, sixth grade registration, financial aid

night). Use of this resource will be coordinated with the building administrators.

### 63.3 Support for Students' Mental Health

63.3.1 The parties recognize that school-based mental health support services for students are essential in the provision of a learning environment that allows all staff and students to flourish. Accordingly, certificated employees shall continue to refer students to appropriate outside service providers to receive individual mental health services and support as deemed appropriate by the staff member.

63.3.2 The District has identified a qualified community partner to support the offering of school-based mental health services at the high school level to offer individual mental health support services to students at school. Each school shall make available appropriate office space for a community partner to provide confidential mental health counseling to individual students. Certificated employees shall refer students to the partner organization within the school, as well as to other community-based providers, as the staff member deems appropriate to meet the needs of the student.

63.3.3 Beginning in the 2021-2022 school year, the District will expand the school-based mental health support services to the middle schools.

63.3.4 The District shall evaluate the success, including potential ways to improve services to students, of the community partner mental health service model annually, and share the outcome of that evaluation with SEA leadership no later than the June Labor Management meeting.

### 63.4 Special Programs Educational Staff Associates

63.4.1 A District-employed Speech Language Pathologist (SLP), Occupational Therapist (OT), Physical Therapist (PT), Psychologist, Social Worker, or Audiologist will be offered additional employment opportunities at the employee's per diem rate of pay, or \$50.00 per hour, whichever is higher prior to the District contracting with outside services to cover for an SLP, OT, PT, Psychologist, Social Worker or Audiologist on leave.

63.4.2 No Speech Language Pathologist (SLP), Occupational Therapist (OT), Physical Therapist (PT), Psychologist, Social Worker, or Audiologist shall be compelled to take on the assignment or caseload of an absent colleague. A District-employed SLP, OT, PT, Psychologist, Social Worker or Audiologist will be offered additional employment opportunities prior to the District contracting with outside services when such person is asked to provide the normal services of an SLP, OT, PT, Psychologist, Social Worker or Audiologist outside the individual's contract.

- 1           63.4.3 School Psychologists and Audiologists shall be provided six (6) additional  
2 days beyond the employee's contract year on a per diem basis on a  
3 supplemental contract. Such additional days will be provided pro-rata, based  
4 on FTE. The scheduling of the extended days offered shall be determined by  
5 mutual agreement of the employee and their supervisor. School Psychologists  
6 and Audiologists may also flex their work-year schedule, by mutual  
7 agreement of the employee and their supervisor, to work additional days  
8 during high-demand times (e.g., before the school year) instead of other  
9 student or non-student workdays in the regular employee work calendar.
- 10           63.4.4 SLP's, OT's and PT's with prior professional experience providing the same  
11 type of service to a school-age population as would be expected in their district  
12 position which is not counted for salary schedule placement under the state's  
13 salary allocation model shall be given a supplemental incentive contract for  
14 the difference between the employee's base salary and the salary the employee  
15 would receive if such experience was counted. The definition of "years" shall  
16 be the same as used for state salary schedule credit. The burden of providing  
17 verification of such experience shall remain with the employee, and must be  
18 provided within the same timelines as expected for verification of teaching  
19 experience. The incentive purpose of the contract is to attract and retain  
20 specialists in hard-to-fill positions.
- 21           63.5 Support for the Professional Certification Process: The District also provides resources  
22 in Section 32.1 for educator selected professional development.
- 23           63.6 Mentor Program. A mentor shall be offered to classroom teachers who have received  
24 a "Basic" final summative evaluation score, and to new employees within their first  
25 five years of employment in the district, as follows:
- 26           63.6.1 Mentor teachers shall be offered from a list of employees selected by the  
27 district in advance, and mutually agreed by the Association.
- 28           63.6.2 Mentor teachers shall be provided a stipend of \$1,500.00 for the collaborative  
29 work involved in each mentor relationship.
- 30           63.6.3 In order to ensure a positive and supportive mentoring relationship, mentors  
31 will not be asked to provide evidence in the evaluation process. The mentor  
32 may observe and provide non-evaluative feedback.
- 33           63.7 Classroom Coverage. Employees who agree, upon the request of the District, to cover  
34 classes for an absent certificated employee when a substitute is not available shall be  
35 compensated at the employee's per diem hourly rate for the time spent covering classes.
- 36           63.8 Employees appointed to serve on district committees that meet outside of the scheduled  
37 work day and include members other than SEA and District administrators will be paid  
38 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.

#### **64.0 AUTHORIZED PAYROLL DEDUCTION**

64.1 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.

#### **65.0 GROUP INSURANCE**

65.1 School Employees Benefit Board (SEBB) Program:

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

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

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

- Basic Life and accidental death and dismemberment insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental including orthodontia
- Medical Plan

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

65.2 Eligibility:

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

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

65.2.3 When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year, and there are not enough days remaining in the year to achieve 630 hours, that employee will be provided with benefits coverage.

65.2.4 All compensated hours in any position within the district shall count for purposes of establishing eligibility. Part-time employees may document hours worked for extended learning opportunity and leadership assignments described in Section 62.0, and for any other stipend or extended contract in this collective bargaining agreement, to meet benefit eligibility requirements.

65.3 Benefit Enrollment and Continuity of Coverage:

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

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

65.4 Leaves:

65.4.1 Paid leave hours shall count towards eligibility for benefits under this section. Employees who are otherwise eligible for benefits who go on unpaid leave and retain their employee/employer relationship will remain eligible for benefits.

65.4.2 An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave (PFML) will continue to receive the employer contribution for insurance coverage in accordance with the federal FMLA or RCW 50A.04.245.

65.5 Benefit Termination:

- 1           65.5.1 Any employee eligible for benefits who terminates the employee/employer  
2 relationship shall continue to receive benefits through their final month of  
3 employment.
- 4           65.5.2 In cases where separation occurs after completion of the student year, benefit  
5 coverage will continue through August 31. Any exception shall be requested  
6 by the employee, and confirmed by the district.
- 7       65.6 Substitutes:
- 8           65.6.1 Substitute employees shall be eligible for full insurance coverage under the  
9 SEBB program if they work, or are anticipated to work 630 hours or more in  
10 an eligibility year, or have worked 630 hours in the previous two years. The  
11 district will not sever the employee/employer relationship with substitute  
12 employees in order to avoid initial or ongoing benefit eligibility.
- 13       65.7 The District shall make an employee effectiveness program through the District's  
14 selected provider available to each certificated employee that includes at least four (4)  
15 counseling sessions per incident for the employee or members of the employee's  
16 family.
- 17       65.8 The District and Association agree to continue participation in a medical reserve trust  
18 program on a year to year basis for employees separating from employment and eligible  
19 for sick leave cash-out under Section 43.10.2. The District and Association also agree  
20 to continue participation in a medical reserve trust program on a year to year basis for  
21 employees who have accumulated 180 days or more days of sick leave.
- 22       65.9 The District Insurance Committee shall periodically evaluate supplemental insurance  
23 programs. The Association shall appoint three (3) representatives to the committee.
- 24       65.10 In recognition that SEBB required the phase-out of negotiated monies the full value of  
25 those monies (\$331,379) shall be repurposed to support the addition of middle school  
26 deans as described in Section 35.7.2.

## 27   **66.0 INDUSTRIAL INSURANCE COORDINATION**

- 28       66.1 Whenever an employee is absent from employment as a result of personal illness or  
29 injury sustained in the normal course of employment and in the performance of their  
30 duties, the employee shall be paid the difference between the employee's full salary and  
31 that allowed by State industrial insurance compensation. The combined insurance and  
32 leave payments cannot total more than the employee's regular contract salary. Any  
33 overpayments shall be returned to the District by the employee. No part of such  
34 absence shall be charged to sick leave.

## 35   **67.0 SITE-BASED DECISION MAKING PROCESS**

- 36       67.1 Each building shall be allocated \$1,526 for site-based decision making activities as  
37 determined in the decision making model described in Section 67.2.

1 67.2 Decisions which this Agreement delegates to a building or site's certificated staff and  
2 administrator(s) shall be accomplished through the equitable participation of staff and  
3 building administration in designing an equitable process to share and examine  
4 information and to reach a decision. An equitable process will include the following  
5 principles, as appropriate:

- 6 a. Defining jurisdictional issues, recognizing that the final decision rests with  
7 those legally and professionally responsible;
- 8 b. Explaining the process for making the decision before the process begins;
- 9 c. Defining whether input or influence will be sought as to "how" and "from  
10 whom";
- 11 d. Analyzing the impact of potential decisions on a school and on the system;
- 12 e. In alignment with the preamble of this collective bargaining agreement, before  
13 a decision is made, consider who is present in any discussion and who is not,  
14 and maintain an active commitment to ensure the impact on stakeholders will  
15 influence a decision;
- 16 f. Seeking input from other groups who can provide information, such as the  
17 central office, employee groups, or community members;
- 18 g. Publicizing the process.
- 19 h. In alignment with the preamble, reflect and evaluate the outcome's ultimate  
20 impact on equity and provide an opportunity to revise the decision to assure  
21 equity is advanced.

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

24 67.3 The use of professional development funds allocated to buildings will be the subject of  
25 the decision making process under Section 67.2.

## 26 **68.0 TECHNOLOGY**

27 68.1 All certificated staff recognized in Sections 1.1.1 and 1.1.2 of this bargaining  
28 agreement shall be issued the current version of the certificated staff laptop. If the  
29 district issues a different device to students, teachers working with students using those  
30 devices shall also be offered the device.

31 68.2 No teacher will be required to maintain both a classroom website and a newsletter for  
32 the purposes of communicating with their classroom community. No teacher will be  
33 required to update a classroom website more frequently than once per month.  
34 Elementary teachers who maintain a classroom website shall make paper copies of  
35 critical communication available to families without online access upon request.

36 68.3 The District shall provide access to language line and translation services, and work  
37 with the Association to define use expectations for communication with families whose  
38 primary home language is other than English.

- 1       68.4   Selection of any uniform, mandated learning management system or student  
2       information system that includes a grading utility shall be the subject of a mutual  
3       agreement between the Association and the District as memorialized in a memorandum  
4       of understanding.
- 5       68.5   In recognition of the parties' mutual understanding that the quality of teaching and  
6       service provided by SEA members is at its best when delivered in person, and that all  
7       students in the classroom are impacted when in-person instruction must be modified to  
8       accommodate the provision of remote instruction, all efforts will be made to maintain  
9       in-person teaching and service delivery models for students. As such, only under  
10      certain limited conditions shall any teacher be asked to record their lessons or teach  
11      simultaneously in-person and remotely (on camera, recorded or live). Such conditions  
12      shall be restricted to the provision of services to students who qualify for Special  
13      Education or a 504 plan, and the following conditions will be met:
- 14               68.5.1   In the event that an IEP team or 504 team decides to accommodate a  
15               student's needs with asynchronous recording of instruction, or use of a  
16               camera or other technology to allow remote instruction, there must be  
17               student need documented in an IEP or 504 plan;
- 18               68.5.2   There will be an appropriate amount of time for staff to be trained in the  
19               operation and use of any technology provided to support students  
20               described in 68.5.1, above in the classroom by the IT department and  
21               student services department;
- 22               68.5.3   No audio or video that is recorded or otherwise captured shall be used for  
23               evaluation purposes without permission of the teacher. Additionally,  
24               instruction that has been modified to accommodate the delivery of remote  
25               instruction shall not be deemed less than proficient due to those  
26               modifications.
- 27               68.5.4   Certificated staff shall be informed in writing that any audio or video  
28               captured with such devices are subject to discovery and FERPA records  
29               requests;
- 30               68.5.5   No audio or video that is recorded or otherwise captured shall be posted  
31               to a site or streamed live to anyone other than the accommodated student  
32               and teacher; and
- 33               68.5.6   These accommodations will be monitored and assessed by the IEP or 504  
34               team at least annually to determine ongoing use.
- 35      68.6   Employees who work in Grades 6-12 shall have access to software to monitor student  
36      participation (e.g., "Relay Classroom", etc.) on request, for use on their own district-  
37      provided computer as well as each district-issued student chromebook or computer  
38      used in the classroom.

1       68.7   There is mutual recognition that SEA members may use their personal cell phones and  
2           other technology in the course of their regular duties. Accordingly, SEA members'  
3           personal devices, accounts, and home networks do not become part of the District's  
4           network if they are performing official duties on behalf of the District, and if they are  
5           following the District's Technology Guidelines, which the parties shall reaffirm  
6           annually.

7                   68.7.1   In the event the District receives a Public Records Act request for  
8                   documents, records or other information created on, stored by, posted from  
9                   or otherwise associated with an employee's personal device used to  
10                  conduct district business, the District will notify the employee of the  
11                  request and give parameters to the employee to conduct a search of their  
12                  own device for responsive materials. The employee may be asked to sign  
13                  a sworn attestation, setting forth the method of the search conducted and  
14                  identifying the responsive documents located as a result of the search. The  
15                  employee will search their device as requested or may ask a district  
16                  representative to conduct the search on their behalf. The District or its  
17                  agents will not take possession of or conduct a search of an employee's  
18                  personal device without the employee's consent.

19                  68.7.2   The District reserves the right to require an employee to conduct follow-  
20                  up searches of their personal device or account when the District  
21                  determines that such follow-up searches are necessary for the District to  
22                  comply with its obligations under the Public Records Act.

23       68.8   Prior to a new curriculum adoption, the adoption committee and technology department  
24           shall be made aware of the technology required to support implementation of that  
25           curriculum. The field test of the adoption shall identify the technology requirements  
26           for successful implementation. For any online component of the curriculum that the  
27           adoption committee identifies as a requirement for successful implementation, the  
28           classroom will be equipped with a computer or equivalent device for each student.  
29           Teachers who use online curriculum or materials shall have access to computers or  
30           equivalent devices to support their students. Each student in Grades 3-12 shall have a  
31           device for student use at a ratio of 1:1.

## 32   **69.0   SAFETY AND EMERGENCY PREPAREDNESS**

33           69.1   In the event of an emergency, a certificated employee may be requested by the  
34           building administrator to assume a different assignment for that period of time.

35           69.2   The District shall designate building staff responsible for emergency evacuation  
36           situations. Those staff shall be selected from volunteers. Each building will  
37           designate an administrator or a non-supervisory certificated employee as the  
38           designated building emergency preparation lead. The District will train the selected  
39           staff and provide guidance in creating an individualized Incident Command System  
40           (ICS) plan for each school site.

1       69.3   Certificated employees required to stay at school buildings or district designated  
2           facilities outside the employee's contract day (involuntary service) for emergency  
3           situations shall be paid at their per diem hourly rate.

4       69.4   The district will perform and publish an annual audit of all schools and  
5           administrative buildings regarding emergency supplies based on the  
6           recommendation of the Office of Superintendent of Public Instruction. The District  
7           will incur the full annual cost of bringing buildings into compliance with these  
8           standards.

9       69.5   The District will provide, at no cost to employees, access to the following training:

10           ➤ CPR

11           ➤ Basic First Aid

12       69.6   No employee may be asked, required or allowed to carry a firearm on school  
13           grounds.

14       69.7   Safety Committee:

15           69.7.1 By the definition in WAC 296-800-13020, a safety committee is an  
16               organizational structure where members are selected to represent a larger  
17               group of employees to create and maintain a safe and healthy workplace for  
18               all employees. All worksites with over eleven (11) employees are required  
19               to have an active safety committee, which shall be established and  
20               maintained per Labor and Industries (L&I) guidelines.

21           69.7.2 The building administrator will work with the Building Safety Committee  
22               to ensure adherence to all health and safety protocols and requirements. The  
23               committee will work to increase knowledge of L&I health and safety  
24               guidelines.

25           69.7.3 Employee-elected and employer-selected members (employees selected by  
26               the employees' bargaining representative or union qualify as employee  
27               elected).

28                   1.    The number of employee-elected members must equal or  
29                        exceed the number of employer-selected members.

30                   2.    The term of employee-elected members must be a maximum  
31                        of one year. (There is no limit to the number of terms a  
32                        representative can serve.)

33                   3.    If there is an employee-elected member vacancy, a new  
34                        member must be elected prior to the next scheduled meeting.

35                   4.    Has an elected chairperson.

5. Determines how often, when, and where, the safety committee will meet.

69.7.4 The safety committee will cover the following topics;

1. Review safety and health inspection reports to help correct safety hazards.
2. Evaluate the accident investigations conducted since the last meeting to determine if the cause(s) of the unsafe situation was identified and corrected.
3. Evaluate the workplace accident and illness prevention program and discuss recommendations for improvement, if needed.
4. Develop building safety procedures, including general and emergency safety protocols to address classroom safety concerns, including instances requiring extreme de-escalation (e.g., “room clears”).
5. Document attendance.
6. Write down subjects discussed.

69.7.5 Meeting Records;

1. Minutes shall be prepared from each safety committee meeting that takes place.
2. Minutes shall be preserved for one year.
3. Minutes shall be made available for review by safety and health consultation personnel of the Department of Labor and Industries.
4. The committee shall determine the frequency and duration of the meetings, so long as they maintain compliance with their charge. If the committee cannot agree on the frequency and duration of their meetings, the Department of Labor and Industries’ regional safety consultation representative shall be consulted for recommendations.

69.7.6 Up to three SEA members will serve on the Building Safety Committee in each school. One SEA team member per building may attend the District Safety Committee meetings.



1   **70.0   DURATION OF AGREEMENT**

2       70.1   This Collective Bargaining Agreement shall be effective as of September 1, 2021, and  
3           continue in effect until August 31, 2024.

4       70.2   This Agreement may be reopened by mutual consent. The parties agree to reopen this  
5           Agreement to deal with changes arising from the Legislative Session which impact  
6           wages, hours or working conditions of SEA employees covered by this Agreement, if  
7           any. The parties agree to reopen the Agreement in the event of a failure of the District's  
8           General Fund Program Enhancements Levy, or in the event the District is unable to  
9           collect the levy that has been approved by the voters during the term of this agreement.  
10          This contract may also be reopened by either party to deal with the recommendations  
11          of joint committees.

12       70.3   During the term of this Agreement, the parties agree to reopen the collective bargaining  
13           agreement to address due process through the potential modification of Section 30.0 –  
14           Administrative Discipline and Appendix C – Glossary and Word Usage. In addition,  
15           the Agreement shall be reopened to negotiate any implementation of the Dual  
16           Language program at the Middle School. These reopeners shall be negotiated for  
17           implementation effective September 1, 2022.

18  
19                   Ratified October 6, 2021 by the Shoreline Education Association  
20                   Approved October 19, 2021 by the Shoreline Board of Directors  
21  
22

23  
24                   Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
25  
26  
27

28   SHORELINE EDUCATION ASSOCIATION

SHORELINE SCHOOL DISTRICT #412

29  
30  
31   *Signature on File*

*Signature on File*

32   \_\_\_\_\_  
33   Matt Reiman, SEA President

\_\_\_\_\_  
Dr. Susana Reyes, Superintendent and  
Secretary to the Board of Directors

34  
35  
36  
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39   *Signature on File*

*Signature on File*

40   \_\_\_\_\_  
41   Lyn Sherry, UniServ Director

\_\_\_\_\_  
Marla S. Miller, Deputy Superintendent

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## APPENDIX A – 2021-2022 SEA Certificated Salary Schedule

### 2021-2022 - Final (TA 9/30/21) SEA Certificated Salary Schedule

1

Years of Service	1	2	3	4	7	8	9	
	BA	BA+15	BA+30	BA+45	BA+90/M A+0	MA+45	MA+90/ PhD	
0	53,960 2,398 9,929	55,104 2,449 10,139	56,273 2,501 10,354	57,467 2,554 10,574	58,684 2,608 10,798	59,930 2,664 11,028	61,202 2,720 11,261	Base (180 days) TRI Time (8 days) TRI Responsibility
	<b>66,287</b>	<b>67,692</b>	<b>69,128</b>	<b>70,595</b>	<b>72,090</b>	<b>73,621</b>	<b>75,183</b>	<b>Total Compensation</b>
1	55,793 2,480 10,266	56,977 2,532 10,484	58,186 2,586 10,707	59,420 2,641 10,933	60,680 2,697 11,165	61,968 2,754 11,403	63,281 2,813 11,644	Base (180 days) TRI Time (8 days) TRI Responsibility
	<b>68,539</b>	<b>69,993</b>	<b>71,479</b>	<b>72,994</b>	<b>74,542</b>	<b>76,125</b>	<b>77,738</b>	<b>Total Compensation</b>
2	57,691 2,564 10,615	58,915 2,618 10,839	60,164 2,674 11,070	61,440 2,731 11,305	62,743 2,789 11,545	64,074 2,848 11,790	65,433 2,908 12,040	Base (180 days) TRI Time (8 days) TRI Responsibility
	<b>70,871</b>	<b>72,373</b>	<b>73,908</b>	<b>75,476</b>	<b>77,077</b>	<b>78,711</b>	<b>80,382</b>	<b>Total Compensation</b>
3	59,652 2,651 10,977	60,918 2,707 11,209	62,210 2,765 11,445	63,529 2,824 11,689	64,877 2,883 11,937	66,253 2,945 12,191	67,658 3,007 12,448	Base (180 days) TRI Time (8 days) TRI Responsibility
	<b>73,279</b>	<b>74,834</b>	<b>76,420</b>	<b>78,042</b>	<b>79,697</b>	<b>81,388</b>	<b>83,113</b>	<b>Total Compensation</b>
4	61,680 2,741 11,349	62,989 2,800 11,590	64,325 2,859 11,836	65,690 2,920 12,086	67,083 2,981 12,342	68,505 3,045 12,605	69,959 3,109 12,872	Base (180 days) TRI Time (8 days) TRI Responsibility
	<b>75,771</b>	<b>77,379</b>	<b>79,020</b>	<b>80,695</b>	<b>82,407</b>	<b>84,155</b>	<b>85,941</b>	<b>Total Compensation</b>
5	63,779 2,835 11,735	65,131 2,895 11,985	66,513 2,956 12,238	67,922 3,019 12,497	69,363 3,083 12,762	70,834 3,148 13,033	72,337 3,215 13,310	Base (180 days) TRI Time (8 days) TRI Responsibility
	<b>78,349</b>	<b>80,010</b>	<b>81,706</b>	<b>83,439</b>	<b>85,208</b>	<b>87,016</b>	<b>88,862</b>	<b>Total Compensation</b>
6	65,946 2,931 12,134	67,346 2,993 12,391	68,773 3,057 12,654	70,232 3,121 12,922	71,722 3,188 13,197	73,243 3,255 13,476	74,796 3,324 13,763	Base (180 days) TRI Time (8 days) TRI Responsibility
	<b>81,011</b>	<b>82,729</b>	<b>84,484</b>	<b>86,276</b>	<b>88,106</b>	<b>89,974</b>	<b>91,883</b>	<b>Total Compensation</b>
7	68,188 3,031 12,547	69,636 3,095 12,812	71,112 3,161 13,085	72,620 3,228 13,362	74,160 3,296 13,647	75,734 3,366 13,934	77,339 3,437 14,231	Base (180 days) TRI Time (8 days) TRI Responsibility
	<b>83,765</b>	<b>85,543</b>	<b>87,357</b>	<b>89,209</b>	<b>91,102</b>	<b>93,034</b>	<b>95,007</b>	<b>Total Compensation</b>
8	70,507 3,134 12,974	72,002 3,200 13,249	73,529 3,268 13,529	75,089 3,337 13,816	76,682 3,408 14,109	78,309 3,480 14,409	79,968 3,554 14,714	Base (180 days) TRI Time (8 days) TRI Responsibility
	<b>86,614</b>	<b>88,451</b>	<b>90,327</b>	<b>92,243</b>	<b>94,199</b>	<b>96,198</b>	<b>98,237</b>	<b>Total Compensation</b>
9		74,451 3,309 13,700	76,029 3,379 13,990	77,643 3,451 14,287	79,288 3,524 14,589	80,970 3,599 14,898	82,688 3,675 15,215	Base (180 days) TRI Time (8 days) TRI Responsibility
		<b>91,460</b>	<b>93,398</b>	<b>95,381</b>	<b>97,401</b>	<b>99,468</b>	<b>101,578</b>	<b>Total Compensation</b>
10			78,615 3,494 14,465	80,282 3,568 14,772	81,985 3,644 15,086	83,723 3,721 15,406	85,499 3,800 15,733	Base (180 days) TRI Time (8 days) TRI Responsibility
			<b>96,575</b>	<b>98,622</b>	<b>100,714</b>	<b>102,850</b>	<b>105,032</b>	<b>Total Compensation</b>
11				83,011 3,689 15,274	84,772 3,768 15,598	86,570 3,848 15,928	88,406 3,929 16,268	Base (180 days) TRI Time (8 days) TRI Responsibility
				<b>101,975</b>	<b>104,137</b>	<b>106,346</b>	<b>108,603</b>	<b>Total Compensation</b>
12				85,834 3,815 15,793	87,654 3,896 16,128	89,513 3,978 16,472	91,412 4,063 16,820	Base (180 days) TRI Time (8 days) TRI Responsibility
				<b>105,443</b>	<b>107,679</b>	<b>109,963</b>	<b>112,295</b>	<b>Total Compensation</b>

2021-2022 SEA Salary Schedule (TA).xlsx,2122 TA,10/4/21

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**2021-2022 - Final (TA 9/30/21)  
SEA Certificated Salary Schedule**

2

Years of Service	1 BA	2 BA+15	3 BA+30	4 BA+45	7 BA+90/M A+0	8 MA+45	9 MA+90/ PhD	
13					90,635 4,028 16,677	92,557 4,114 17,031	94,521 4,201 17,392	Base (180 days) TRI Time (8 days) TRI Responsibility
					<b>111,340</b>	<b>113,701</b>	<b>116,113</b>	<b>Total Compensation</b>
14					93,717 4,165 17,244	95,705 4,254 17,609	97,734 4,344 17,983	Base (180 days) TRI Time (8 days) TRI Responsibility
					<b>115,126</b>	<b>117,567</b>	<b>120,061</b>	<b>Total Compensation</b>
15					96,902 4,307 17,830	98,959 4,398 18,208	101,057 4,491 18,594	Base (180 days) TRI Time (8 days) TRI Responsibility
					<b>119,039</b>	<b>121,565</b>	<b>124,143</b>	<b>Total Compensation</b>
16 & Over					100,198 4,453 18,436	102,323 4,548 18,828	104,494 4,644 19,227	Base (180 days) TRI Time (8 days) TRI Responsibility
					<b>123,087</b>	<b>125,698</b>	<b>128,364</b>	<b>Total Compensation</b>

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

2021-2022 SEA Salary Schedule (TA).xlsx, 2122 TA, 10/4/21

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APPENDIX B-1 – 2021-22 CALENDAR

Shoreline Public Schools									
**FINAL** 2021-2022 SCHOOL CALENDAR									
Board approved 6/29/2020									
2021					2022				
MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI
JULY					JANUARY				
				1	3	4	5	6	7
5	6	7	8	9	10	11	12	13	14
12	13	14	15	16	17	18	19	20	21
19	20	21	22	23	24	25	26	27*	28*
26	27	28	29	30	31				
AUGUST					FEBRUARY				
2	3	4	5	6	1	2	3	4	
9	10	11	12	13	7	8	9	10	11
16*	17	18	19	20	14	15	16	17	18
23	24*	25*	26*	27*	21	22	23	24	25
30*	31*				28				
SEPTEMBER					MARCH				
1*	2	3*			1	2	3	4	
6	7	8	9	10*	7*	8*	9*	10*	11*
13	14	15	16	17	14	15	16	17	18
20	21	22	23	24	21	22	23	24	25
27	28	29	30		28	29	30	31	
OCTOBER					APRIL				
4	5	6	7	8	4	5	6	7	8*
11	12	13	14	15	11	12	13	14	15
18	19	20	21	22	18	19	20	21	22
25	26	27	28	29	25	26	27	28	29
NOVEMBER					MAY				
1*	2*	3*	4*	5*	2	3	4	5	6
8	9	10	11	12	9	10	11	12	13
15	16	17	18	19	16	17	18	19	20
22	23	24*	25	26	23	24	25	26	27
29	30				30	31			
DECEMBER					JUNE				
6	7	8	9	10	6*	7	8	9	10
13	14	15	16	17	13	14	15	16	17*
20	21	22	23	24	20*	21	22	23	24
27	28	29	30	31	27	28	29	30	31
					Total Student Days 180				
					Non-Student Days 180				
					Total Student Days 180				
					Non-Student Days 180				
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					Non-Student Days 180				
					Total Student Days 180				

# APPENDIX B-2 – 2022-2023 CALENDAR

Shoreline Public Schools														
2022-2023 SCHOOL CALENDAR - FINAL														
2022							2023							
MON	TUE	WED	THUR	FRI			MON	TUE	WED	THUR	FRI			
JULY							JANUARY							20
					1		2	3	4	5	6			
4	5	6	7	8			9	10	11	12	13			
11	12	13	14	15			16	17	18	19	20			
18	19	20	21	22			23	24	25	26	27*			
25	26	27	28	29			30	31						
AUGUST							FEBRUARY							15
1	2	3	4	5				1	2	3				
8	9	10	11	12			6	7	8	9	10			
15*	16	17	18	19			13	14	15	16	17			
22	23	24	25	26			20	21	22	23	24			
29*	30*	31*					27	28						
SEPTEMBER							MARCH							23
			1*	2*				1	2	3				
5	6*	7*	8	9			6*	7*	8*	9*	10*			
12*	13	14	15	16			13	14	15	16	17			
19	20	21	22	23			20	21	22	23	24			
26	27	28	29	30			27	28	29	30	31			
OCTOBER							APRIL							15
3	4	5	6	7			3	4	5	6	7*			
10	11	12	13	14			10	11	12	13	14			
17	18	19	20	21			17	18	19	20	21			
24	25	26	27	28			24	25	26	27	28			
31*														
NOVEMBER							MAY							22
	1*	2*	3*	4*			1	2	3	4	5			
7	8	9	10	11			8	9	10	11	12			
14	15	16	17	18			15	16	17	18	19			
21	22	23*	24	25			22	23	24	25	26			
28	29	30					29	30	31					
DECEMBER							JUNE							15
			1	2						1	2			
5	6	7	8	9			5	6	7	8	9			
12	13	14	15	16			12	13	14	15	16			
19	20	21	22	23			19	20	21	22	23*			
26	27	28	29	30			26*	27	28	29	30			
Total Student Days 180														

\* see note on right    schools closed    non-student workday

Reviewed in SEA LMC 1/27/22

## Designated Dates

Jul 1	Additional Independence Day Holiday (Certain Shoreline CBAs)
Jul 4	Independence Day Holiday (federal holiday)
Aug 15	School offices open to the public
Aug 29 *	A/A Non-Student SEA Staff Work Day (designated use of day to be determined through bargaining)
Aug 30 *	A/C Non-Student SEA Staff Work Day (designated use of day to be determined through bargaining)
Aug 31 *	I/A Non-Student SEA Staff Work Day (designated use of day to be determined through bargaining)
Sep 1 *	A/C Non-Student SEA Staff Work Day (designated use of day to be determined through bargaining)
Sep 2 *	A/I Non-Student SEA Staff Work Day (designated use of day to be determined through bargaining)
Sep 5	Labor Day (federal holiday)
Sep 6 *	I/I Non-Student SEA Staff Work Day (designated use of day to be determined through bargaining)
Sep 7	<b>First day of School Grades 1 through 12</b>
Sep 7 - 9	WaKIDS Conferences with Kindergarten parents, no school for kindergarten students
Sep 12	<b>First day of School for Kindergarten Students</b>
Sep 14	First Early Release Wednesday - all students released 100 minutes before normal end of school day
Oct 31-Nov 1, Nov 3-4	Elementary Half-Day Release for Elementary Parent Conferences; evening conferences scheduled either 4 - 6 Tuesday & Thursday or 4 - 8 Thursday
Nov 2	Half-Day Release for Elementary Students; regular Early Release work day for Staff
Nov 4	End of 1st Quarter (secondary) - 43 days
Nov 11	Veterans Day (federal holiday)
Nov 23	Half-Day Release for all students and SEA Certificated Staff
Nov 24 - 25	Thanksgiving Break (federal holiday plus one additional day)
Dec 19 - Dec 30	Winter Break (Federal New Year's Holiday is Jan. 2nd)
Jan 16	Martin Luther King Jr. Day (federal holiday)
Jan 27	End of 1st Semester (and end of 2nd Quarter-Secondary) - 46 days
Jan 30	I/I Non-Student Grading Day; no school for all students
Feb 20	President's Day (federal holiday)
Feb 21 - 24	Mid-Winter Break
Mar 6 - 9	Elementary Half-Day Release for Elementary Parent Conferences; evening conferences scheduled either 4 - 6 Tuesday & Thursday or 4 - 8 Thursday
Mar 8	Half-Day Release for Elementary Students for Parent Conferences; regular Early Release work day for Secondary Staff
Mar 10	Half-Day Release for Elementary Students and Elementary SEA Cert Staff
Apr 7	End of 3rd Quarter (secondary) - 44 days
Apr 24 - 28	Spring Break: No School, non-work days for staff on school-year based work calendars
May 29	Memorial Day (federal holiday)
Jun 12	I/I Non-Student Grading Day; no school for all students
Jun 19	Juneteenth - no school for all
Jun 23	<b>Likely last day of school; Half-day release for all students (end of 4th Quarter - 47 days)</b>
Jun 26	School make-up day if needed, please refer to note 1 below

## Please note:

- 1) School make-up days are anticipated to be scheduled in the following order as needed: 6/12, 6/26 and subsequent days
- 2) There are 30 anticipated Early Release Wednesdays in this school year (15 I, 15 A)
- 3) Designated Use Codes for Release Days:
  - C Collegial Time
  - P Principal Time
  - D District Time
  - A Administrator Time\*
  - I Individual Time

\*TBD

\* NOTE: For the 2022-2023 Calendar, so long as all members' rights to their negotiated time is protected, buildings may use the site-based decision-making process in the CBA to reschedule Individual, Collegial and/or Administrative Principal Time without seeking a waiver.

APPENDIX B-3 – 2023-2024 CALENDAR

Shoreline Public Schools																				
2023-2024 SCHOOL CALENDAR - FINAL																				
2023					2024															
MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI											
JULY					JANUARY															
3	4	5	6	7	1	2	3	4	5											
10	11	12	13	14	8	9	10	11	12											
17	18	19	20	21	15	16	17	18	19											
24	25	26	27	28	22	23	24	25	26*											
31					29	30	31													
AUGUST					FEBRUARY															
7	8	9	10	11	5	6	7	8	9											
14*	15	16	17	18	12	13	14	15	16											
21	22	23	24	25	19	20	21	22	23											
28*	29*	30*	31*		26	27	28	29												
SEPTEMBER					MARCH															
4	5*	6*	7	8	4*	5*	6*	7*	8*											
11*	12	13	14	15	11	12	13	14	15											
18	19	20	21	22	18	19	20	21	22											
25	26	27	28	29	25	26	27	28	29											
OCTOBER					APRIL															
2	3	4	5	6	1	2	3	4	5*											
9	10	11	12	13	8	9	10	11	12											
16	17	18	19	20	15	16	17	18	19											
23	24	25	26	27	22	23	24	25	26											
30*	31*				29	30														
NOVEMBER					MAY															
6	7	8	9	10	6	7	8	9	10											
13	14	15	16	17	13	14	15	16	17											
20	21	22*	23	24	20	21	22	23	24											
27	28	29	30		27	28	29	30	31											
DECEMBER					JUNE															
4	5	6	7	8	3	4	5	6	7											
11	12	13	14	15	10	11	12	13	14											
18	19	20	21	22	17	18	19	20	21*											
25	26	27	28	29	24*	25	26	27	28											
										Total Student Days 180										

\* see note on right    schools closed    non-student workday

Reviewed by SEA LMC 1/27/22

Designated Dates

Jul 3	Additional Independence Day Holiday (Certain Shoreline CBAs)
Jul 4	Independence Day Holiday (federal holiday)
Aug 14	School offices open to the public
Aug 28 *	A/A Non-Student SEA Staff Work Day (designated use of day to be determined through bargaining)
Aug 29 *	A/C Non-Student SEA Staff Work Day (designated use of day to be determined through bargaining)
Aug 30 *	I/A Non-Student SEA Staff Work Day (designated use of day to be determined through bargaining)
Aug 31 *	A/C Non-Student SEA Staff Work Day (designated use of day to be determined through bargaining)
Sep 1 *	A/I Non-Student SEA Staff Work Day (designated use of day to be determined through bargaining)
Sep 4	Labor Day (federal holiday)
Sep 5 *	I/I Non-Student SEA Staff Work Day (designated use of day to be determined through bargaining)
Sep 6	First day of School Grades 1 through 12
Sep 6 - 8	WaKIDS Conferences with Kindergarten parents, no school for kindergarten students
Sep 11	First day of School for Kindergarten Students
Sep 13	First Early Release Wednesday - all students released 100 minutes before normal end of school day
Oct 30 - Nov 3	Elementary Half-Day Release for Elementary Parent Conferences; evening conferences scheduled either 4 - 6 Tuesday & Thursday or 4 - 8 Thursday
Nov 1	Half-Day Release for Elementary Students; regular Early Release work day for Staff
Nov 3	End of 1st Quarter (secondary - 43 days)
Nov 10	Veterans Day (federal holiday)
Nov 22	Half-Day Release for all students and SEA Certificated Staff
Nov 23 - 24	Thanksgiving Break (federal holiday plus one additional day)
Dec 25 - Jan 5	Winter Break (Federal New Year's Holiday is Jan. 1st)
Jan 15	Martin Luther King Jr. Day (federal holiday)
Jan 26	End of 1st Semester (and end of 2nd Quarter-Secondary - 45 days)
Jan 29	I/I Non-Student Grading Day; no school for all students
Feb 19	President's Day (federal holiday)
Feb 20 - 23	Mid-Winter Break
Mar 4 - 7	Elementary Half-Day Release for Elementary Parent Conferences; evening conferences scheduled either 4 - 6 Tuesday & Thursday or 4 - 8 Thursday
Mar 6	Half-Day Release for Elementary Students for Parent Conferences; regular Early Release work day for Secondary Staff
Mar 8	Half-Day Release for Elementary Students and Elementary SEA Cert Staff
Apr 5	End of 3rd Quarter (secondary - 44 days)
Apr 22 - 26	Spring Break: No School, non-work days for staff on school-year based work calendars
May 27	Memorial Day (federal holiday)
Jun 10	I/I Non-Student Grading Day; no school for all students
Jun 19	Juneteenth - no school for all
Jun 21	Likely last day of school; Half-day release for all students (end of 4th Quarter - 48 days)
Jun 24	School make-up day if needed, please refer to note 1 below

Please note:

- 1) School make-up days are anticipated to be scheduled in the following order as needed: 6/10, 6/24 and subsequent days
- 2) There are 30 anticipated Early Release Wednesdays in this school year (15 I, 15 A)
- 3) Designated Use Codes for Release Days:
  - C Collegial Time
  - P Principal Time
  - D District Time
  - A Administrator Time\*
  - I Individual Time
  - \*TBD

\* NOTE: For the 2023-2024 Calendar, so long as all members' rights to their negotiated time is protected, buildings may use the site-based decision-making process in the CBA to reschedule Individual, Collegial and/or Administrative Principal time without seeking a waiver.

## 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 the  
2 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-guardian  
15 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 or  
18 part-time capacity.

19 SUPPLEMENTAL ACADEMIC SUPPORT (SAS) – a designated time during the student day which may  
20 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 the  
22 needs of the students. SAS does not count as a classroom preparation when the content meets the definition  
23 of an advisory period. SAS counts as a classroom preparation when non-supervisory certificated staff  
24 provide content to meet the academic needs of students through the design, delivery and assessment of  
25 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 Article  
29 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. In alignment with the preamble of this collective bargaining agreement, before a decision is made, consider who is present in any discussion and who is not, and maintain an active commitment to ensure the impact on stakeholders will influence a decision;
- f. Analyze the impact of potential decisions on a school and on the system;
- g. Seek input from central office, employee groups, community members, or other experts who can offer information;
- h. Publicize the process; and
- i. In alignment with the preamble, reflect and evaluate the outcome’s ultimate impact on equity and provide an opportunity to revise the decision to assure equity is advanced.

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.

- 1 EQUITY - does not necessitate equality. It is the recognition and practice of fair treatment based upon  
2 agreed and common philosophy, standards and/or objective criteria in making decisions for the benefit of  
3 the system.
- 4 PARTNERSHIP - is a commitment among the parties to work together consistently and cooperatively to  
5 share information, solve problems, make decisions, and to keep agreements for the benefit of the partners  
6 and the system.
- 7 ANCHOR - is s representative of a specific population or organization such as the school board,  
8 administrators, SEA, and classified staff. The anchors will develop and agree on a set of operating  
9 principles which will form the basis for anchor agreements.
- 10 ANCHOR GROUP - is comprised of the four representatives cited above.
- 11 ANCHOR AGREEMENT is a result of discussion among the four representatives cited above. The  
12 purposes are to enhance communication, discuss areas of mutual concern including jurisdictional issues, as  
13 well as assist, clarify and provide guidance in support of the system. An anchor agreement must be agreed  
14 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 \$200.00 per full day and \$100.00 per half day.
- 3.1.2 A Senior Daily Substitute as defined in Section 2.2 shall be paid \$245.00 per full day and \$122.50 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. In such instances that a substitute works in a position for thirty (30) days or more and has not initially been placed on a leave replacement contract, the leave replacement rate of pay shall be paid retroactively to the first day of the assignment. Substitutes

employed on a leave replacement contract shall be contracted for the FTE of the position they are filling.

#### **4.0 ASSOCIATION MEMBERSHIP**

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

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

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

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

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

#### **5.0 SUBSTITUTE TEACHER HANDBOOK**

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

#### **6.0 WORKDAY**

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

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

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

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

## **7.0 TRAINING AND TECHNOLOGY**

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

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

## **8.0 ASSIGNMENT AND INTERVIEW CONSIDERATIONS**

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

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

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

## **9.0 PERSONNEL FILES**

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

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

## **10.0 DISCIPLINE OF STUDENTS**

Section 12.0 of the CBA shall apply to substitute employees, with the exception of any responsibilities related to student discipline that may take place after the cessation of the substitute's employment in the impacted position.

## **11.0 SICK LEAVE**

11.1 In alignment with RCW 49.46.210, substitutes shall accrue one (1) hour of sick leave for every forty (40) hours worked, and shall have the ability to use leave in one (1) hour increments.

11.2 Leave usage may commence beginning on the 90<sup>th</sup> calendar day of employment, whether the substitute has worked in regular daily or senior daily substitute positions. Employees on a

1 leave replacement contract shall accumulate leave as described in Section 40.0 of the collective  
2 bargaining agreement.

3 11.3 Leave days shall be available to be used for the purposes of caring for their health needs or the  
4 health needs of their family members. In addition, the leave may be used if the employee's  
5 child's school or place of care has been closed for any health-related reason.

6 11.4 Substitute employees are entitled to accrue and use paid sick leave once they reach 90 calendar  
7 days of employment. Substitute employees are entitled to use accrued sick leave when they  
8 are required by the District to work. Substitute employees are required to work when there is  
9 a reasonable expectation that the employee will be in attendance to perform work duties. In  
10 order to request leave, the substitute must contact the Substitute Coordinator to provide  
11 notification of leave utilization. The District shall encourage substitutes to provide at least  
12 forty-eight (48) hours notice when they intend to utilize sick leave.

13 11.5 A maximum of 40 hours of unused leave may be carried over from one school year to the next.

14 11.6 Substitutes shall be able to track leave accumulation and usage using Skyward/Employee  
15 Access, and the District will notify the employee on their monthly pay warrant the amount of  
16 leave available for use.

17 11.7 In cases when a substitute separates from employment and is rehired within 12 months, unused  
18 leave shall be reinstated.

## 19 **12.0 INSURANCE**

20 12.1 Each substitute who works seventy-two (72) or more days in the previous school year, or who  
21 works seventy-two (72) consecutive work days or more in the same assignment in the current  
22 school year, may choose to self-pay premiums in the District's group insurance plans  
23 (mandatory plans and optional medical insurance plans) for one school year.

24 12.2 Only those employees who are current and active substitutes on the District's substitute list,  
25 and who are members of the Shoreline Education Association as defined in Article 2 of this  
26 Addendum shall be eligible for the insurance benefits provided in this Section.

27 12.3 Payments for the insurance benefits provided in this Section shall be made by the fifteenth  
28 (15<sup>th</sup>) of the month prior to the first month of eligibility for coverage (September 15 for October  
29 coverage) and prior to the 15<sup>th</sup> of each subsequent month. It is the employee's responsibility  
30 to make timely premium payments. No billings or reminders will be sent to the employee. If  
31 payment is not made by the 15<sup>th</sup> in any month, the employee's option to self-pay the premiums  
32 at the District's group rates shall be revoked for the remainder of the year and insurance  
33 coverage will be continued only under COBRA rules.

## 34 **13.0 NON-DISCRIMINATION**

35 13.1 The District and the Association agree that non-discrimination pursuant to federal laws, State  
36 laws, and the Washington Administrative Code shall be maintained for all employees under  
37 this Agreement. Race, creed, color, religion, national origin, gender, marital status, age, sexual  
38 orientation or the presence of any sensory, mental, or physical disability shall not be the basis  
39 for discrimination.

1     **14.0     GRIEVANCES**

2           14.1     A substitute employee in a long-term assignment alleging a violation of this Addendum, or any  
3                     substitute employee seeking reconsideration of his or her removal (for a reason other than  
4                     inactivity) from the District's substitute list for all schools, may seek resolution of the issue  
5                     through the process described in this section. Recognizing the tenuous nature of substitute  
6                     employment, the parties shall seek to resolve the issue and/or advance the process described in  
7                     this section as rapidly as possible. The time limitations set forth in this section may be waived  
8                     only by mutual agreement between the District and the Association. Employees who  
9                     participate as grievants, witnesses, or representatives of the Association or the District shall be  
10                    guaranteed fairness and freedom from any retaliation by any of these parties.

11          14.2     Step I. The grievant and/or his or her designee(s) shall first present the grievance to the  
12                     District's Human Resources administrator in writing within twenty (20) business days after the  
13                     alleged grievance has occurred. Within five (5) business days of receipt of the written  
14                     grievance, the Human Resources administrator shall meet with the grievant and the Association  
15                     in an effort to resolve the grievance. The grievant and/or the administrator may each be  
16                     represented by his or her designee(s). The grievant may choose to have an Association  
17                     representative present. Every effort shall be made to resolve the grievance at this step in an  
18                     informal manner. The designated administrator shall provide the grievant with a written answer  
19                     within five (5) business days after the meeting. The answer shall include the reasons upon  
20                     which the decision was based.

21          14.3     Step II. If the grievant does not accept the disposition of the grievance, or if no disposition has  
22                     been made within five (5) business days of such meeting, the grievance may be transmitted by  
23                     the grievant and the Association to the Superintendent or his/her designee(s) within five (5)  
24                     business days. If the Superintendent has chosen a designee for the grievance, both the  
25                     Superintendent and the designee shall receive copies of the grievance. The Superintendent or  
26                     his/her designee(s) shall meet with the grievant and the Association within ten (10) business  
27                     days of receiving notification of appeal, shall indicate the disposition of the grievance in writing  
28                     within ten (10) business days of such meeting, and shall furnish a copy to the grievant. The  
29                     decision of the Superintendent will be final.

30     **15.0     SUBSTITUTE COUNSELOR COVERAGE**

31                     Counselors may request using the Aesop system. Eligibility for substitute coverage shall begin  
32                     on the third (3<sup>rd</sup>) 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 grade levels 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 as for any other building, and Section 35.0 shall apply.

### 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 -----	\$5,000
Teacher Librarian -----	\$2,100

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

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

6.4 Except as noted above for CTE, 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 Funds to support site-based decision-making shall be allocated as for any other building, and Section 63.0 shall apply.

## 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 October 6, 2021 by the Shoreline Education Association  
Approved October 19, 2021 by the Shoreline Board of Directors

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

SHORELINE EDUCATION ASSOCIATION

SHORELINE SCHOOL DISTRICT #412

*Signature on File*

*Signature on File*

\_\_\_\_\_  
Matt Reiman, SEA President

\_\_\_\_\_  
Dr. Susana Reyes, Superintendent

*Signature on File*

*Signature on File*

\_\_\_\_\_  
Lyn Sherry, UniServ Director

\_\_\_\_\_  
Marla S. Miller, Deputy Superintendent

# VEBA Plan

## Memorandum of Understanding

### 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<sup>(1)</sup>) 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, 2021 to August 31, 2022<sup>(2)</sup>.

  
Signed for Shoreline Education Association

12.9.21  
Date

Signed for Shoreline Education Association

Date

  
Signed for Shoreline School District No. 412

1/10/2022  
Date

<sup>(1)</sup> 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. <sup>(2)</sup> 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 (4<sup>th</sup> days of school);
4. When possible, allow additional certificated support staff to begin the school year working with the grade level colleagues for the purposes of team planning and preparation;
5. When possible, work with principals to find consistently available spaces in their schools so that teachers can use their additional certificated support staff to make smaller groups, if they so choose;

6. Support equity in class-size and workload at each elementary grade level in a building within available resources and work with building principals to keep class sizes balanced, if additional certificated staff support is used to address grade level rather than an individual class;
7. Coordinate with principals and staff members to provide stability in staffing and support for students throughout the school year. Movement of students and additional certificated support staff will be minimized except for legitimate educational or organizational needs unrelated to student counts;
8. Attempt to notify teachers at least two weeks before each overload count date of their anticipated level of additional certificated support staff on that date, based on the previous month's count data;
9. Maintain allocated additional certificated support staff in their positions until the next count date, even if the classroom/grade level drops below the overload threshold;
10. Ensure that if one classroom at a grade level is overloaded, but the grade level as a whole is not, that the teacher of the overloaded classroom is provided support as required in Section 32.2 of the SEA/District Contract;
11. Ensure that substitute coverage for the additional certificated support staff that is not yet hired be consistently provided as of October 1.

Ratified October 6, 2021 by the Shoreline Education Association  
Approved October 19, 2021 by the Shoreline Board of Directors

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

SHORELINE EDUCATION ASSOCIATION

*Signature on File*

\_\_\_\_\_  
Matt Reiman, SEA President

*Signature on File*

\_\_\_\_\_  
Lyn Sherry, UniServ Director

SHORELINE SCHOOL DISTRICT #412

*Signature on File*

\_\_\_\_\_  
Dr. Susana Reyes, Superintendent

*Signature on File*

\_\_\_\_\_  
Marla S. Miller, Deputy Superintendent

## APPENDIX H - HIGHLY CAPABLE PROGRAMMING AND INSTRUCTION

### LETTER OF AGREEMENT

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

Whereas the parties have a mutual interest in providing evidence-based instruction;

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

Whereas, the Parties agreed to a jointly facilitated committee which met in the 2018-2019 school year, charged with examining issues related to the implementation of highly capable programming;

Whereas, on August 12, 2019, the Parties agreed to a Memorandum of Understanding (MoU) which documented the committee recommendations, including “phasing out the ‘Walk to Math’” program and seeking different ways to support highly capable mathematics instruction, including, but not limited to: an alternate screening and testing timeline, and alternate acceleration model, structured support for enrichment and differentiation, and the phased-in provision of a 1.0 math specialist to support math instruction at the elementary level”;

Whereas, in the August 12, 2019 MoU, the Parties agreed to “move forward with some, but not all, of the committee’s recommendations,” i.e., the “Walk to Math” model would be phased out;

Whereas, in the 2019-2020 school year, the District convened a committee charged with examining the secondary mathematics pathways, including for highly capable students, which recommended a range of offerings to secondary students; and,

Whereas, there remains a need to develop recommendations for grades 4 and 5 math related to the implementation of the outstanding recommendations of the earlier joint committee.

NOW THEREFORE:

1. The Parties will convene a jointly facilitated work group in the 2021-2022 school year to complete the work of the earlier joint committee.
2. Each Party will name participants to the work group, with equal representation for the District and the Association.
3. The work group’s recommendations will be presented to the bargaining teams, and be the subject of negotiations through a reopener to the 2021-2024 Collective Bargaining Agreement, with a goal of implementing any negotiated changes in the 2022-2023 school year.

Ratified October 6, 2021 by the Shoreline Education Association

Approved October 19, 2021 by the Shoreline Board of Directors

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

SHORELINE EDUCATION ASSOCIATION

SHORELINE SCHOOL DISTRICT #412

*Signature on File*

*Signature on File*

\_\_\_\_\_  
Matt Reiman, SEA President

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Dr. Susana Reyes, Superintendent

\_\_\_\_\_  
Lyn Sherry, UniServ Director

\_\_\_\_\_  
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  
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24                                   Ratified October 6, 2021 by the Shoreline Education Association  
25                                   Approved October 19, 2021 by the Shoreline Board of Directors

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29                                   Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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33   SHORELINE EDUCATION ASSOCIATION

SHORELINE SCHOOL DISTRICT #412

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35   *Signature on File*

*Signature on File*

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37   \_\_\_\_\_  
38   Matt Reiman, SEA President

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Dr. Susana Reyes, Superintendent

39   *Signature on File*

*Signature on File*

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41   \_\_\_\_\_  
42   Lyn Sherry, UniServ Director

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

- 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 2021-2022 school year.  
8 The pilot design and parameters shall be approved by the SEA Labor Management  
9 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 1<sup>st</sup>.  
16  
17  
18

19 Ratified October 6, 2021 by the Shoreline Education Association  
20 Approved October 19, 2021 by the Shoreline Board of Directors  
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23  
24 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
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28 SHORELINE EDUCATION ASSOCIATION

SHORELINE SCHOOL DISTRICT #412

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30 *Signature on File*

*Signature on File*

31 \_\_\_\_\_  
32 Matt Reiman, SEA President

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Dr. Susana Reyes, Superintendent

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34 *Signature on File*

*Signature on File*

35 \_\_\_\_\_  
36 Lyn Sherry, UniServ Director

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Marla S. Miller, Deputy Superintendent



## APPENDIX K – CAREER AND TECHNICAL EDUCATION

### MEMORANDUM OF UNDERSTANDING

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

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

- advisory committee meetings;
- student leadership components;
- program maintenance and staff meetings; and,
- completion of OSPI-required reports.

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

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

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

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

Ratified October 6, 2021 by the Shoreline Education Association  
Approved October 19, 2021 by the Shoreline Board of Directors

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

SHORELINE EDUCATION ASSOCIATION

SHORELINE SCHOOL DISTRICT #412

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\_\_\_\_\_  
Matt Reiman, SEA President

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Dr. Susana Reyes, Superintendent

*Signature on File*

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Lyn Sherry, UniServ Director

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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, 150 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 1<sup>st</sup>, 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, 150 hours/MS, and 40 hours/Elementary & CK-8 paid at the certificated hourly rate.
  - b. Payment will be in the form of a stipend, with no timesheets required.

- 1                   i. Stipends may be different for each counselor, depending on the plan and  
2                   duties assigned and accepted.  
3                   ii. Pro-rata allocation of stipends by FTE is not assumed.  
4           c. Allocation of stipends:  
5                   i. Stipends will be allocated at each building, based on assignment of duties  
6                   described in the building plan.  
7                   ii. Each stipend will be calculated and allocated by dollar amount, not hours.  
8           d. Payment will be made as described in 58.5.1, with stipends of \$600 or less paid in  
9           a lump sum, and stipends greater than \$600 paid in equal installments over the  
10           remaining months of the contract year, once the building plan has been submitted.  
11           (Refer to 58.5.1 for specific timelines)  
12           e. As described in Section 63.2, in the event that the process above does not produce  
13           a decision regarding allocation and payment of stipends, the final determination  
14           will be made by the building administration.  
15  
16   6. The parties agree that prior to negotiation of a successor agreement, the bargaining teams  
17   will review the effectiveness of this MOU.  
18  
19  
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21                   Ratified October 6, 2021 by the Shoreline Education Association  
22                   Approved October 19, 2021 by the Shoreline Board of Directors  
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26                   Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
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30   SHORELINE EDUCATION ASSOCIATION

SHORELINE SCHOOL DISTRICT #412

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35   Matt Reiman, SEA President

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Dr. Susana Reyes, Superintendent

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39   Lyn Sherry, UniServ Director

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Marla S. Miller, Deputy Superintendent

## 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;
  - k. PLCs share progress and artifacts of their work with the principal and colleagues to support a culture of learning and so that they can be a resource to the PLC group;

- 1 1. PLCs are provided dedicated, recurring and sufficient time for meeting, and the meeting  
2 location is determined by the PLC group, so long as it takes place on campus or at a  
3 mutually agreed work site.  
4  
5 5. As the District and Association study alternative school calendar models, finding time for  
6 regular recurring PLC meetings will be a priority.  
7  
8

9 Ratified October 6, 2021 by the Shoreline Education Association  
10 Approved October 19, 2021 by the Shoreline Board of Directors  
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12  
13

14 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
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18 SHORELINE EDUCATION ASSOCIATION

SHORELINE SCHOOL DISTRICT #412

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20 *Signature on File*

*Signature on File*

21 \_\_\_\_\_  
22 Matt Reiman, SEA President

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Dr. Susana Reyes, Superintendent

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24 *Signature on File*

*Signature on File*

25 \_\_\_\_\_  
26 Lyn Sherry, UniServ Director

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Marla S. Miller, Deputy Superintendent

## **APPENDIX N - Supplemental Academic Support (SAS)**

### Supplemental Academic Support Goals

1. Decreased failure and increased pass rates
2. Improved graduation rates
3. Increasing GPA/grades improvement trends
4. Improved success of students represented in our achievement gap analysis

### Potential Uses of Supplemental Academic Support (SAS) Time

<b>SAS Focus</b>	<b>Definition/Guidelines</b>
Reinforcement	<ul style="list-style-type: none"> <li>• Assistance with studies that are taking place in current classes.</li> <li>• Helping students in current courses who may not understand a particular concept or lesson.</li> </ul>
Targeted Intervention	<ul style="list-style-type: none"> <li>• Additional or different instruction to that which is offered to all students in a particular class.</li> </ul>
Enrichment & Credit Bearing Classes	<ul style="list-style-type: none"> <li>• Classes or workshops.</li> </ul>
School/Community Connection	<ul style="list-style-type: none"> <li>• Activities intended to connect students to their school or community.</li> </ul>

### Options for Potential Uses of Supplemental Academic Support (SAS) Time

1. Targeted Intervention:
  - a. Small Groups That Are Fluid (Teacher By Teacher)
  - b. More Formal, Assigned Support Class
  - c. Students Assigned Based On Grades Or Standards
  - d. Special Education Students
2. Workshops (short term, non-credit):
  - a. Study Skills
  - b. Test Prep
  - c. Writer Workshop
  - d. IEP Time To Provide Ability To Take Extra Elective For Some Students
  - e. Wellness
3. Self-selected /student driven time:
  - a. Go to teachers based on need for additional assistance, or due to missed assignments
4. Study hall time – staff supervised

5. Community connectedness:
  - a. Wellness
  - b. Community
  - c. Student Connectedness
  - d. Teacher Check-In (Maybe Reframe)
6. Guidance curriculum
7. Student Interest groups/Clubs
8. School wide nuts & bolts:
  - a. Assemblies
  - b. Building Safety
  - c. Handbook
  - d. Elections
  - e. Naviance
  - f. Announcements
  - g. Student Government
  - h. Tech Training
  - i. Emergency Trainings/Drills
9. Culminating projects
10. Classes (credit assigned):
  - a. Consensus reached that we will table for 2014-2015
  - b. Keep this on the list for consideration in 2015-2016 portion of pilot
  - c. Need to do further work regarding logistics (costs, credit implications, contact time, etc.)

List initially generated August 2014

Approved by committee September 25, 2014

Re-visited August 17, 2015

Re-affirmed by Consensus April 26, 2016

Ratified for inclusion in the CBA: October 6, 2021 (SEA) / October 19, 2022 (Shoreline School Board)

**APPENDIX O – 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 P - COVER PAGE FOR EVALUATION FORMS**

For Section 29.0 - Evaluation (for ESAs and TOSAs )

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**For Section 28.0 and Section 29.0**

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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"> <li><input type="checkbox"/> 1. Understanding the importance of their learning and why it is useful to them.</li> <li><input type="checkbox"/> 2. Listening to all group members, learning to respect and value divergent ideas, and resolving differences through respectful means.</li> <li><input type="checkbox"/> 3. Engaging in higher-level thinking skills and using a variety of strategies to analyze information and solve problems.</li> <li><input type="checkbox"/> 4. Reflecting on their thinking/learning strategies and communicating what strategies worked well and what strategies did not.</li> <li><input type="checkbox"/> 5. Explaining and applying relevant assessment criteria.</li> </ol>
<b>CRITERION 2: CLASSROOM MANAGEMENT</b>
<p>The competent educator demonstrates effective classroom management skills by:</p> <ol style="list-style-type: none"> <li><input type="checkbox"/> 1. Maintaining a record keeping system as required by law and District policy.</li> <li><input type="checkbox"/> 2. Organizing and arranging the classroom to facilitate learning and minimize student disruption.</li> <li><input type="checkbox"/> 3. Managing time effectively to maximize instructional time and learning.</li> <li><input type="checkbox"/> 4. Establishing clear classroom procedures and expectations for students.</li> <li><input type="checkbox"/> 5. Providing a classroom environment appropriate to different learning styles and abilities.</li> <li><input type="checkbox"/> 6. Promoting and modeling appropriate interaction with respect to culture, gender, and individual differences.</li> <li><input type="checkbox"/> 7. Providing smooth and efficient transitions between learning activities and environments.</li> <li><input type="checkbox"/> 8. Fostering a healthy and safe classroom environment.</li> <li><input type="checkbox"/> 9. Managing instructional resources, supplies, and equipment within the context of learning activities.</li> </ol>
<b>CRITERION 3: COMMITMENT TO EDUCATION AS A PROFESSION</b>
<p>The competent educator demonstrates a commitment to education as a profession by:</p> <ol style="list-style-type: none"> <li><input type="checkbox"/> 1. Exhibiting knowledge of the theory, principles, and methods of teaching.</li> <li><input type="checkbox"/> 2. Actively participating in meetings, committees and/or other activities relevant to the professional assignment.</li> <li><input type="checkbox"/> 3. Adhering to and enforcing school law, State regulations, board policy, and established administrative procedures.</li> <li><input type="checkbox"/> 4. Adhering to school-wide agreements and expectations.</li> <li><input type="checkbox"/> 5. Keeping current with professional practices.</li> <li><input type="checkbox"/> 6. Sharing knowledge gained from the professional teaching community.</li> <li><input type="checkbox"/> 7. Working collaboratively with team members.</li> </ol>
<b>CRITERION 4: EFFORT TOWARD IMPROVEMENT</b>
<p>The competent educator demonstrates effort toward improvement by:</p> <ol style="list-style-type: none"> <li><input type="checkbox"/> 1. Engaging in regular self-evaluation of professional performance to identify areas of success and growth.</li> <li><input type="checkbox"/> 2. Systematically seeking and receiving feedback from a variety of sources.</li> <li><input type="checkbox"/> 3. Exploring and learning new curriculum and instructional techniques.</li> </ol>
<b>CRITERION 5: THE HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS</b>
<p>The competent educator encourages positive student behavior by:</p> <ol style="list-style-type: none"> <li><input type="checkbox"/> 1. Supporting school and District discipline policies.</li> <li><input type="checkbox"/> 2. Clearly defining and publishing classroom behavior expectations to students and parents/guardians.</li> <li><input type="checkbox"/> 3. Communicating student discipline issues and behaviors needing improvement to students and parents/guardians.</li> <li><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.</li> <li><input type="checkbox"/> 5. Utilizing a variety of progressive interventions.</li> <li><input type="checkbox"/> 6. Consulting and cooperating with parents/guardians, support staff, and administrators to develop and implement remediation plans for student behavior problems.</li> <li><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.</li> </ol>

**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.

\_\_\_\_\_

\_\_\_\_\_

Evaluator

Employee

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



## PROFESSIONAL GROWTH PLAN (PGP) TEMPLATE FOR CERTIFICATE RENEWAL

<b>First Name:</b>	<b>Last Name:</b>			
<b>Certificate Number or Birthdate:</b>				
<b>Certificates Held:</b> <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		
<b>District/Agency:</b>	<b>Academic Year</b> <small>(use 1 form each year):</small>			
<b>Step 1 - Needs Assessment and Goal Selection</b>				
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>				
<b>Professional Growth Goals</b> Based on your self-assessment, identify areas of focus that will lead to your professional growth	<b>Rationale</b> 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?			
<b>Standards-based Benchmarks</b> For initial, continuing, and professional level certificates, focus on the "career" level benchmarks listed at <a href="http://program.pesb.wa.gov/professional-growth-plan-pgp-t/career-level-standards-for-pgps">http://program.pesb.wa.gov/professional-growth-plan-pgp-t/career-level-standards-for-pgps</a>				
<b>Step 2 - Professional Growth Action Plan</b>				
<b>Activities</b> 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.	<b>Proposed Evidence</b> 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.			



<b>Step 3 - Evidence of Professional Growth Final Review</b>	
Describe the evidence that you have collected. Provide evidence and documentation for the supervisor or certificated colleague to review.	
<b>Step 4 - Reflection/Implications</b>	
Describe your learning and outcomes from the PGP activities. Based on this learning, what are some next steps that might guide future professional growth?	
<b>Step 5 - Review of PGP Completion (to be completed no later than June 30)</b>	
I declare under penalty of perjury under the laws of the State of Washington that I have completed the professional growth plan and submitted evidence to that effect. The intentional misrepresentation of a material fact in this form subjects the certificate holder to revocation of his/her certificate pursuant to chapter 181-86 WAC.	
<div style="border-bottom: 1px solid black; width: 100%;"></div> Educator Signature (required)	<div style="border-bottom: 1px solid black; width: 100%;"></div> Print Name
Date: <div style="border-bottom: 1px solid black; width: 100%;"></div>	
I declare under penalty of perjury under the laws of the State of Washington that I have reviewed the professional growth plan and evidence to that effect. The intentional misrepresentation of a material fact in this form subjects the certificate holder to revocation of his/her certificate pursuant to chapter 181-86 WAC.	
<div style="border-bottom: 1px solid black; width: 100%;"></div> Supervisor/Colleague Signature	<div style="border-bottom: 1px solid black; width: 100%;"></div> Print Name
Date: <div style="border-bottom: 1px solid black; width: 100%;"></div>	

Shoreline School District – Voluntary Plan of Assistance

Teacher:  
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 30<sup>th</sup>.

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 1<sup>st</sup>)

3.1 SUB GROUP	Sub group of students:
<b>STEP 1: Data Review &amp; Focus</b>	
<b>Data/Context</b> <i>What data or context prompted your goal focus?</i>	
<b>Goal</b> <i>-What is your goal?</i>	
<b>Learning Standard</b> <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>	
<b>STEP 2: Identify Measures and Determine Timeframe</b>	
<b>Baseline Measures</b> <i>What measure(s) will be used to determine baseline data in order to accurately assess learning?</i>	
<b>Growth Measures</b> <i>What measures will be used to demonstrate growth and learning?</i>	
<b>Timeframe</b> <i>When will success be measured? What is the instructional time frame?</i>	
<b>STEP 3: Establish Learning Targets</b> <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>	
<b>High Growth Target</b> <i>Evidence of high growth for all or nearly all students would be:</i>	
<b>Average Growth Target</b> - <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 1<sup>st</sup>)

SG 6.1 WHOLE CLASS	Identify class (if applicable):
STEP 1: Data Review & Focus	
<b>Data/Context</b> <i>What data or context prompted your goal focus?</i>	
<b>Goal</b> <i>-What is your goal?</i>	
<b>Learning Standard</b> <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	
<b>Baseline Measures</b> <i>What measure(s) will be used to determine baseline data in order to accurately assess learning?</i>	
<b>Growth Measures</b> <i>What measures will be used to demonstrate growth and learning?</i>	
<b>Timeframe</b> <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>	
<b>High Growth Target</b> <i>Evidence of high growth for all or nearly all students would be:</i>	
<b>Average Growth Target</b> <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