

COLLECTIVE BARGAINING AGREEMENT

September 1, 2023 — August 31, 2025

NORTHSHORE EDUCATION ASSOCIATION

and

NORTHSHORE SCHOOL DISTRICT #417

for

CERTIFICATED STAFF



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**Collective Bargaining Agreement
between
Northshore Education Association (NSEA)
and
Northshore School District No. 417
September 1, 2023-August 31, 2025**

ARTICLE 1 PREAMBLE

- 1.1 This Collective Bargaining Agreement hereinafter referred to as the “Agreement”, is made and entered into by and between Northshore School District No. 417, King and Snohomish Counties, Washington, hereinafter referred to as the “District,” and Northshore Education Association, hereinafter referred to as the “Association” which is affiliated with the Washington Education Association and National Education Association.
- 1.2 WHEREAS, the parties, pursuant to Chapter 41.59 RCW, have reached certain agreement on wages, hours, and terms and conditions of employment, which they desire to confirm in this document, in consideration of the following covenants, it is hereby agreed as follows:

ARTICLE 2 RECOGNITION

- 2.1 The District recognizes the Association as the exclusive bargaining representative for all nonsupervisory certificated employees, whether under contract or letter of intent, or on leave, or on hourly rate basis. All terms and conditions of this agreement apply to all employees unless specifically stated otherwise.

ARTICLE 3 DEFINITIONS

- 3.1 When used in this Collective Bargaining Agreement, terms shall have the following meanings:
- A. “Employee” shall mean any individual in the bargaining unit as defined in Section 2.1.
 - B. “Exclusive bargaining representative” means the Association.
 - C. “Work year” means one hundred eight (180) days, with one hundred eighty (180) days of student instruction, unless a waiver from the Washington State Board of Education is obtained and implemented for fewer days of student instruction.
 - D. “Act” means the Educational Employment Relations Act (Chapter 41.59 RCW), as now existing or hereafter amended.
 - E. “Extra-curricular” means assignments that require a certificate and that appear on Addendum C-2 and are compensated for by a supplemental contract, or as posted and paid on a supplemental contract under the guidelines of Article 51.

- F. "One-half of a working day" and/or "one-half time" and "early dismissal" shall be deemed to be three hours and forty-five minutes (3.75 hours).
- G. "Posting means prominent display of posted positions in locations determined by staff."
- H. "I.E.C." means Individual Employment Contract issued by the District to each employee to indicate remuneration for the work year base contract per the current salary schedule.
- I. "Per diem" means one/one-hundred eighty-third (1/183) of employee's base salary amount multiplied by 85%.
- J. COBRA means consolidated Omnibus Budget Reconciliation Act of 1985 providing continuation of health benefit plans under specific situations with the premium being paid by the employee or dependent.
- K. Unless otherwise noted, "day," "days," refers to contracted work days and is exclusive of weekends, holidays and vacations or school breaks. During the period following the last contracted day in June and the first contracted employee work day, the term "school day" shall mean week day.
- L. Superintendent of Public Instruction is also referred to in this document as SPI and State Board of Education may be referred to as SBE.

ARTICLE 4 STATUS AND APPLICATION OF THE AGREEMENT
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- 4.1 As provided in the Agreement, certain rights and functions are accorded and ascribed to the Association. Said rights and functions are exclusive to the Association.
- 4.2 Where there is a conflict between this Collective Bargaining Agreement and any resolution, rule, policy, regulation, or practice of the District, the terms of this Agreement shall prevail.
- 4.3 If any provisions of this Agreement or any application of this Agreement shall be found to be contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of this Agreement shall continue in full force and effect. If any provision of this Agreement is held to be contrary to law, the parties shall, by mutual consent, commence bargaining on said provision as soon thereafter as is reasonably possible.
- 4.4 While this Agreement remains in force, the District shall maintain those written School Board policies and procedures which affect certificated employee wages, hours, and terms and conditions of employment directly related thereto, unless the District communicates to the Association that in order to conform with legislation, regulations, or other legal authority, it is required to change such policies and procedures.
- 4.5 Except as otherwise provided herein, this Agreement is complete in and of itself and sets forth all terms and conditions of the Agreements between the District and Association pursuant to Chapter 41.59 RCW.

ARTICLE 5 ASSOCIATION RIGHTS
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- 5.1 The District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and the Association. No employee may be mandated to attend the meetings or presentations by the Association. The District shall provide the Association with access to the new employee within ninety days of the employee's start date within the bargaining unit. The access shall be for no less than forty-five (45) minutes and shall occur during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and the Association.
- 5.2 The District will provide copies of the new hire letters to the Association (electronically when possible). This letter provides the employee's start date, location, hours, and position. Upon request by the Association, the District will provide a roster of all employees which includes employee name, job title, location, last four digits of the employee's social security number, cell number, email address, home address, and home phone number, when such information is held by the District.
- 5.3 The District agrees to furnish to the Association, upon reasonable request, enrollment, staffing, and financial information in the format produced or used in daily operations.
- 5.4 The Association shall have the right to use District buildings for meetings to transact Association business in accordance with District policy, procedures, rules, and regulations governing the public use of buildings. Association representatives shall have the right to visit the District's premises to meet with employees during periods of the day when employees are not performing assigned duties. Such representative(s) should first check in at the principal's office.
- 5.5 The Association shall have the right to use intra-district mail services, bulletin boards, and employee mailboxes for communications with employees (except during work stoppages). The Association and employees shall have the right to use District e-mail and wi-fi for Association business under the same conditions as the District's acceptable use policies. The Association acknowledges that records sent over the District's electronic network are public records and subject to review.
- 5.6 The Association agrees to defend, indemnify and hold the District harmless for any alleged misuse of District's facilities by the Association, its officers or agents.
- 5.7 The Association shall have the right to designate up to six (6) employees, who shall be released from assigned duties without loss of pay for the purposes of bargaining with the District at mutually agreeable times.
- 5.8 The Association may designate employees to be released from assigned duties for purposes of conducting Association business provided that the Association reimburses the District for the cost of substitutes. On school or non-student days regularly scheduled for meetings, members elected and/or appointed to the Executive Board and/or Representative Council shall be released at the time when the students are normally scheduled to be dismissed from school as long as the employee's safety-sensitive duties are completed.

- 5.9 Upon the request of the Association, the District agrees to release the Association President and/or Vice President(s) from their regular assignment on a full- or part-time basis. Such release will be without loss of salary, tenure standing, salary advancement, or other rights accorded full-time employees, subject to the Association reimbursing the District the total cost of the Association officer's salary and benefits. Reimbursement shall include such costs as salary, social security, industrial insurance, pension, health and welfare, and other related employer payroll items. Such reimbursement shall be paid monthly, in advance, upon receipt of a billing by the District. The Association officers shall be returned to a bargaining unit position upon completion of their term of office.
- 5.10 The Association shall have the right to address the Board of Directors during that time reserved on the Board's agenda for "Association Comments." The Association shall be placed on the list of local media entitled to notice of special meetings of the Board of Directors.
- 5.11 The duties and/or responsibilities normally assigned to employees shall not be transferred to any agency or individual in such a manner so as to reduce or replace said duties and/or responsibilities, with the exception of providing specialized programs for disabled students or when the Association and District agree that there is a need to contract out with an agency or individual because the District is not able to hire a qualified individual to provide required services.
- 5.12 Aides or other Paraeducator personnel will be employed only for the purpose of providing supportive services for certificated employees and under their direct supervision.
- 5.13 **Dues Deductions**
- 5.13.1 Within five (5) days of execution of this Agreement or by September 10, whichever date comes later, the Association shall give written notice to the District of the amount of dues required for Association membership
- 5.13.2 Following the commencement of employment or the beginning of the school year, whichever date is later, each employee, with the exception of substitute employees, may sign and deliver to the District an assignment of wages authorizing payroll deduction of Association dues. Receipt of such individual assignment shall be a condition precedent to the District's obligation to deduct and transmit to the Association dues.
- 5.13.3 One-twelfth (1/12) of the annual Association membership dues shall be deducted from each employee's pay beginning with the pay period for September and transmitted to the Association as provided by Section 5.13.6 below.
- 5.13.4 Dues deductions for employees who commence contracted service after the beginning of the school year or who terminate before June shall be prorated at one-twelfth (1/12) of the total annual Association dues for each month served.
- 5.13.5 The District shall transmit to the Association on a monthly basis the membership dues which have been deducted in accordance with this Agreement, using those forms provided by the Association, which may appoint for purposes of membership dues and insurance premiums collection by an Association affiliate. It is understood and expressly agreed that payment of such amounts shall not constitute District recognition of said affiliate as bargaining representative for employees, but shall merely authorize the

District to pay such amounts to the Association affiliate as collection agent for the Association.

- 5.13.6 An assignment of wages authorizing payroll deduction of Association dues shall continue in effect from year to year unless the employee submits a written revocation to the Washington Education Association. Upon receiving such written notification from the employee, the Association will notify the District in writing to cease the payroll deduction of dues for that employee.
- 5.13.7 In the event that a change in law allows for an agency union shop, the District and Association agree to re-establish an agency shop relationship for the purposes of Association security, and re-open Article 5 to re-establish the terms of the agency shop relationship.
- 5.14 The Association will indemnify and hold harmless the District, its officers, agents, or employees against any claim made or any suit instituted against the District or said persons, individually or severally, resulting from the correct implementation of the provisions of this Article, provided that the Association shall have the right, but not the duty, to designate, and pay all costs for, the attorney who may assist in the defense of any suit brought against the District as a result of these provisions.
- 5.15 The parties agree that there shall be two collective bargaining agreements between NSEA and the District: one agreement for the bargaining unit representing non-supervisory certificated staff, and one agreement for the bargaining unit representing ESP staff. In order to most efficiently achieve the mutual interests of the parties, these agreements shall be bargained jointly, with simultaneous expiration dates. The parties agree that joint bargaining includes the following elements:
- The District and NSEA shall each have a single bargaining team with the authority to bargain both agreements.
 - The parties may agree at times to utilize bargaining subcommittees to maximize efficiency.
 - Proposals may include elements germane to either or both bargaining units.
- 5.16 When any new District committee, work group, or task force is formed, the District will make every effort to inform NSEA leadership in a timely manner. Prior to the first meeting of the committee, the District will inform the Association and the parties will determine if it warrants NSEA representation as defined above. When NSEA representation is deemed warranted and such committees meet outside the regular workday of the NSEA employee, the employee will be compensated at the C-7 rate.
- If NSEA learns of a committee, work group, or task force that has been initiated that was not communicated with NSEA in advance, NSEA may request information and participation on the committee.
- 5.17 Employees have a right to privileged communications with their union representatives except as otherwise provided in RCW 5.60.060. Employees are encouraged to use non-District email and other accounts for such communications. When District accounts are used, such communications may be subject to public disclosure under the Public Records Act.

- 5.18 The Association and District agree that the voice of educators is important to include on hiring committees for central office administrative positions that affect the instructional program. To that end, the District administrator in charge of Human Resources will confer with NSEA when the District fills such central office positions to determine NSEA's interest in, participation, and level of involvement within the hiring process. When NSEA wishes to participate in the hiring process for such positions, the hiring committee will include two NSEA representatives.

At least two NSEA representatives (one certificated and one classified) selected by the building SDLT will be included on hiring teams for building administrative positions (e.g. principals/assistant principals). To ensure NSEA participation during any summertime hiring, NSEA representatives will be asked prior to the end of the year their interest in participating within summertime hiring committees. SDLT will select NSEA representatives to be contacted if such hiring occurs. The district will determine the remaining members of the interview team.

It is understood the Superintendent will maintain the ability to place a person into an administrative position without using the hiring process, and will alert NSEA to when this may take place.

- 5.19 The District will reserve 10 positions for representatives appointed by NSEA on the Racial and Educational Justice Committee. Current NSEA members on the REJ committee will complete their multi-year terms; as positions open NSEA will appoint the new members for a consistent total of 10 NSEA represented members.

Representatives from the NSEA Equity Committee and the NSD Racial and Educational Justice Department and Human Resources Department will meet four times per year to discuss and collaborate on issues related to racial and educational justice, including issues related to the working conditions, hiring, and retention of employees in historically marginalized groups. Eight total release days per year will be set aside for this purpose and may be used in half-day increments; the release time will be paid for through the existing REJ department budget.

ARTICLE 6 APPLICATION OF AGREEMENT/INDIVIDUAL EMPLOYMENT CONTRACTS

- 6.1 Individual employment contracts shall be issued consistent with the terms of this Agreement and any amendments. In the event negotiations have not been completed by the time of issuance of employment contracts, the individual employment contracts are to be made consistent with the final settlement and the Agreement's terms. If any such individual contract contains language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 6.2 On or before May 20, the district shall issue an individual employment contract to those employees to be retained for the ensuing school term. Employees shall have 10 calendar days in which to return the contract signed. Employees who fail or elect not to return the contract signed as indicated shall be deemed to have indicated their intent to resign or otherwise terminate employment for the ensuing school term. Employees who had returned the contract signed within the time allotted, shall be released from that contract, should they so request and desire; provided, however, the request to be released from the employment contract must be made prior to August 1. In the event a request to be released is received after August 1, the individual will not be released or assured of

being released any time sooner than when a competent replacement individual is located by the Human Resources Department regardless of whether the job is a critically needed position. The District agrees to post vacancies consistent with Article 32 Employee Initiated Transfer/Reassignment. After October 1, the District shall issue a contract amendment or "rider" to those employees with an individual employment contract. The rider shall serve to change the individual employment contract to reflect any bargained adjustments as well as experience and/or education incremental movement.

ARTICLE 7 DISTRIBUTION OF AGREEMENT

- 7.1 Within the first thirty (30) school days following execution of this Agreement, the District shall make the Agreement available electronically on the District's website and host a meeting for Association representatives and District administrators to review new provisions and commonly misunderstood provisions. The electronic copy shall be downloadable, include all Memorandums of Understanding and Letters of Agreements, and be both ADA-compliant and fully searchable. The District shall deliver 500 printed copies to the Association to be distributed as chosen by the Association. A printed copy of the CBA shall be given to each employee who requests one. The District and Association shall provide "just in time" reminders about contract provisions throughout the school year.

ARTICLE 8 MONITORING THE AGREEMENT

- 8.1 The Association President and/or their designee shall meet with the Superintendent and/or their designee periodically, as requested by either party to review and discuss the monitoring of this Agreement. Such meetings shall not be construed to be a part of collective bargaining.

ARTICLE 9 NO STRIKES

- 9.1 For the duration of this Agreement, and any extensions thereof by mutual agreement, the Association, its officers, or agents, acting individually or in concert with others, shall not engage in any strike, work slowdown or stoppage against the District.
- 9.2 For the duration of this Agreement, the District will 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.

ARTICLE 10 DISTRICT RIGHTS

- 10.1 Except as otherwise specifically limited by provisions of this Agreement, the District has the exclusive right to exercise all the rights or functions of management, including the development, adoption, implementation and enforcement of policies, rules, regulations, and practices in furtherance of management rights or functions, and the use of judgment and discretion in connection with the exercise of District rights, except as modified by this Agreement.
- 10.2 It is expressly agreed by the Association that the enumeration of District rights in this Article shall not be deemed to exclude other District rights not specifically enumerated above.

- 10.3 In the event the District does not have successful passage of maintenance and operations levies such that it will not have two levy collections for any particular school year, or in the event the legislature reduces the District's authority to collect a maintenance & operations levy at the level in effect at the time of ratification of this Agreement or changes the way levy funds may be spent, the District and the Association will reopen the sections of this Agreement regarding overload, responsibility factor, extended days, and activity schedules. The parties shall bargain in good faith and will reach a mutually acceptable agreement on these provisions.

ARTICLE 11 ASSOCIATION AND ADMINISTRATIVE LEADERSHIP TEAM (AALT)

- 11.1 The District and Association share a common ongoing commitment to achieving the highest level of instructional quality for all students as articulated in District goals and performance measures. The parties also share a common belief that instructional quality will be a product of a specific way of doing business: working together as partners rather than as competitive adversaries. To be effective and authentic partners, the parties must share authority, responsibility and accountability for decisions about instructional quality, and owe each other a duty to act under the highest standards of good faith for the common benefit of all partners.
- 11.2 Commitment to How We Will Do Business
- 11.2.1 Respect. The District and Association shall expect, articulate and demonstrate mutual respect for the professional expertise of all educators in the decisions that affect instructional quality and in our communications about those decisions.
- 11.2.2 Trust. The District and Association shall develop a culture of mutual trust by being reliable (following-through on commitments), truthful (candidly honest and fair), and forgiving (allowing room for error or weakness).
- 11.2.3 Support. The District and Association shall support the success of the initiatives included within the partnership by prioritizing these projects in the allocation of each party's resources, and by supporting the decisions made through our partnership.
- 11.2.4 Consensus. The District and Association shall work through disagreements and challenges respectfully, in a manner that acknowledges the legal and political roles of each party and promotes the greatest possible consensus across the District. Consensus requires time to process information and to truly understand and represent the interests of constituencies.
- 11.2.5 Public Communication. The district and Association shall support the success of our partnership by affirmatively communicating the importance of our initiatives and our partnership to our own constituencies and to the broader Northshore community.
- 11.2.6 Focus. The District and Association shall strategically choose partnership tasks to focus our limited time, energy and resources on topics that provide the greatest impact on instructional quality.
- 11.2.7 Commitment. The words on these pages were our best effort to put our commitment in writing, and may fall short of our intentions. The District and Association shall commit to maximizing their cooperation to improve instructional quality.

11.3 The District and Association agree to maintain an Association and Administration Leadership Team (AALT) for the purpose of problem solving mutually agreed upon issues, assessing mutual needs, and facilitating communication between the parties. The AALT will not engage in negotiations or in grievance resolutions unless mutually agreed upon by both parties.

11.4 The AALT will meet on a monthly basis and will be comprised of up to fourteen (14) administrators from the District, up to ten (10) certificated from the Association and up to four (4) ESP representatives from the Association. The co-chairs of the AALT will be the Association President and Superintendent or their designee.

Agendas will be developed by the AALT co-chairs with agenda items being submitted to the other party one week prior to the meeting. In order to achieve the aforementioned commitments, if either party believes the agenda requires the time, the parties agree to meet for up to five hours. Employees will be released without loss of pay for meetings scheduled by the Council during the regular work year.

11.5 The Association and Administration Leadership Team is the forum for implementing this Article. The District shall inform the Association when significant changes in District adoptions, programs (understood in the broadest way possible), professional development, instructional initiatives, or curriculum as well as state initiatives or mandates (e.g., the classroom teacher evaluation system, induction for new teachers, state assessment changes, common core standards) are under consideration or preliminary plans are being made in order to provide the Association with a timely opportunity to dialog and provide input prior to a decision. "New District Initiatives" shall be a standing agenda item at all the AALT meetings. When there are questions whether a building-level initiative has district-wide implications, SDLTs and building administrators shall consult with regional assistant superintendents and Association leaders to check if building-level initiatives are significant or broad enough to be added to the AALT agenda. Inclusion of new district initiatives on the AALT agenda is not intended to inhibit the creativity or urgency of building-level and district wide initiatives, or to modify the authority for any person or group authorized to make decisions.

If the Association raises concerns, the parties shall attempt to resolve the matter pursuant to this Article.

11.6 NSEA members with experience and a high level of ability are a substantial resource to improve instructional quality in the role of Teachers on Special Assignment (TOSA). TOSAs shall be utilized, as funding constraints permit, to improve instructional quality. TOSAs shall be selected by jointly created hiring teams which include other nonsupervisory staff. The District and Association will discuss and plan for the use of TOSAs to support instructional improvement. These discussions and plans are not a substitute for the authority and responsibility of district administrators to supervise and direct non-supervisory certificated staff in TOSA roles.

11.7 In the event NSEA brings concerns regarding building climate to the AALT, the parties shall mutually develop a joint plan of action to address the concerns.

ARTICLE 12 SHARED DECISION MAKING

See Article 21 regarding Department Heads. See Article 13 regarding SDLT teaming structures as defined in the MTSS Article.

12.1 Schools are communities for learning organized to support the academic achievement of all students. As a learning community, the school must use all the resources available to focus on this goal. In developing a Shared Decision Making Model, the District and the Association believe that the model process will:

- Create a clear, shared vision for the school in accordance with goals and expectations at the federal, state and district level.
- Promote staff engagement and responsibility for building-wide decisions that support the academic achievement of all students.
- Build capacity for principals, teachers and support staff to increase their skills, and effectiveness in creating a learning environment that promotes academic achievement.
- Support a learning community that engages in effective communication processes that support building-wide plans and goals.
- Collaboratively oversee the distribution of resources provided within the Collective Bargaining Agreement (CBA).

12.1.1 Each School shall have a Shared Decision Making Leadership Team (SDLT). The building principal will act as the facilitator of the leadership team. The District and the Association will be responsible for collaboratively training schools annually in the structure for Shared Decision Making.

The Adult Transition Program shall be considered a school for the purposes of this Article.

12.1.2 The District and Association have a mutual interest in minimizing substitute release for SDLT meetings and maximizing teacher access to meetings. Towards those ends, while SDLTs may have daylong meetings before and after the school year, and such meetings may be off-site, the expectation is for SDLTs to meet at school (unless space is unavailable) during the school year so that other teachers can attend meetings if they wish. When space is not available, offsite meetings should generally be at other District facilities. SDLTs will minimize demand for substitutes by generally using half-day release and meeting outside the school day, although a full day release in the spring may be utilized.

12.2 Responsibilities

12.2.1 The SDLT has the authority to identify how decisions will be processed and made through operating principles which will identify the role of:

- Consensus
- Voting
- Consulting/Input
- Command/Principal Decision
- Building staff

12.2.2 In areas such as:

- Work that will support the mission of improving student achievement
- Use of specific monies in this CBA, i.e., building discretionary
- Activities on SDLT-Directed Days and SDLT-Directed early release occurrences.
- Technology Plan(s)
- Building Inservice/Professional Development
- Building Operating Principles
- Input to consider in staffing decisions/departmental issues
- Input to consider in faculty meeting agendas
- School climate
- School Effectiveness
- Annual review of student rights and responsibilities and building disciplinary standards
- Use of student technology devices in school common areas, to the extent necessary to maintain appropriate school climate and student focus on learning.

12.2.3 The principal, as the administrative designee for the district at the school and as the facilitator of the SDLT, has the responsibility to ensure that decisions of the SDLT meet the scope of responsibilities. (See Limitations of SDLT Authority)

12.2.4 Any decisions of the SDLT deemed outside the scope of responsibility by the principal shall be redirected to the SDLT for reconsideration.

12.2.5 Schools benefit from ongoing two-way communication with parents. As such, every SDLT shall design methods for parent involvement in the development and review of the School Improvement Plan.

12.2.6 On an annual basis, each building's SDLT will identify professional development needs regarding instructional practices that minimize learning disruptions, such as culturally competent classroom management, trauma-informed teaching practices, de-escalation, functional behavior analysis, and other best practices as appropriate. Each SDLT will report these professional development needs to the appropriate Regional Assistant Superintendent. Regional Assistant Superintendents will provide updates to the AALT as needs arise. The District and building leadership will identify opportunities for such professional development and/or provide such professional development to staff.

12.3 **Process**

12.3.1 The SDLT for each school will operate in accordance with a written decision making process, which shall be annually submitted to the full staff for approval by October 1st each year. The elements of a written decision making process shall include:

- Operating principles for the school's decision making process that identifies how decisions will be made and that holds all SDLT members accountable.
- A calendar of scheduled SDLT meetings. Meeting length and frequency should be agreed upon by the principal and SDLT and published for the entire staff. All SDLT meetings are considered open to staff who want to attend.

- SDLT decisions will be made by the process deemed appropriate by the team and reference the decision-making matrix. All votes and decisions will be recorded.
- A process to identify agendas and outcomes of all meetings and how staff will be informed about the work of the SDLT. It is the responsibility of each SDLT to develop a two-way communication plan to collect information from and disseminate information to staff.
- A record keeper to take minutes which will be shared electronically with staff.
- How the SDLT shall determine when there is a need for resources or process assistance from the AALT.
- An SDLT training will be jointly developed by NSD and NSEA staff and will be produced in a format that allows for asynchronous access.
 - Topics should include but are not limited to: building decision making process and collaborative decision making.
- Any SDLT or any member of an SDLT may request SDLT training at any time.
- SDLT will receive copies of relevant SDLT CBA language yearly.
- All new members to the SDLT will be expected to access the SDLT online training module.

12.4 **Membership**

12.4.1 The Elementary Shared Decision Making Leadership Team will be composed of certificated building staff, classified representatives, and the building administrators. The Secondary Shared Decision Making Leadership team will be composed of department heads, at-large members, classified representatives, and the building administrators. Certificated staff will be nominated or self-nominated by certificated employees. The election and appointment process for classified staff representatives is addressed in the collective bargaining agreements for classified staff. A district-wide announcement will occur the week after Spring Break letting staff know that the selection process for SDLT is now open.

Notification of a building's SDLT election will occur in the April SDLT minutes.

A person will vote for SDLT representatives based on their expected assignment for the next school year. In cases of an assignment shared between departments, the person will vote for the department where the largest section of their FTE resides.

Elections for department heads will be conducted no later than June 1. This election will be jointly organized by the NSEA Building Representatives and the Principal and conducted through the use of a secret ballot. Terms of office shall be one year and members are eligible for re-election at the end of their term. A report on SDLT elections will be made at the June AALT meeting.

12.5 **Limitations of SDLT Authority**

12.5.1 The parties agree that each cannot set aside their legal responsibilities; therefore, it is understood that unless waivers are made as outlined in Section 12.6, the Leadership Team cannot change:

- State and federal laws pertaining to education

- Washington Office of Public Instruction Rules & Regulations
- Northshore School Board policies and administrative regulations, adopted curriculum, graduation requirements, and district programs
- The Collective bargaining agreements between any of the employee groups and the School Board
- Course alignments across grade levels and schools

12.6 **Waivers**

12.6.1 Requests for waivers will be based on improved student learning and/or program improvement and shall be referred to the Labor-Management Council and the appropriate party for action (i.e., the Association if the issues deals with the agreement, the District if the issue deals with policy, etc.).

12.6.2 Waiver requests must be approved at the site by eighty percent (80% agreement).

12.6.3 The waiver request must include:

- Reference to the specific provisions of Policy or Collective Bargaining Agreement to be waived;
- Evidence of both employees and administrator participation in the decision making process leading up to the request;
- Rational attesting to the need for the waiver;
- Timelines, if applicable;
- Cost, if applicable;
- Effect of the waiver on other areas of Policy or the Agreement;
- Method of assessing improvements to the teaching and learning created by this waiver.

12.6.4 It is clearly understood that these waivers are not precedent setting. The waivers are temporary and are automatically rescinded at the end of each contract year unless specifically extended. Waiver requests for major changes that may require multiple years to be tested for effectiveness may be requested and granted for up to three years.

12.7 The School Psychologist, OT/PT, and SLP groups shall each develop a schedule and plan in cooperation with Special Education Department administrators for monthly meetings of 2.5 hours for professional development, collaboration, and to share best practices.

In order to attend these jointly planned professional development events, employees shall be released from school SDLT-Directed early release occurrences. Employees may also use their professional judgment and choose to participate in school SDLT-Directed activities.

ARTICLE 13 MULTI-TIERED SYSTEMS OF SUPPORT

13.1 The District and Association recognize that the use of the MTSS Whole Child Framework enables teachers, ESAs, ESPs, administrators, students, and families to work together to ensure that each student has equitable access to opportunities that meet every need, enhance every strength, and move our system towards racial and educational justice.

13.2 The District will continue to develop and provide guidance and materials to ensure there is a unified approach across the system that builds on educator knowledge and students' strengths in order to support the academic, social, emotional, and behavioral needs of students, especially minoritized students furthest from educational justice. If a change of working conditions occurs as a result of these provisions, the parties agree to discuss it in AALT. If a solution agreeable to both parties is not achieved, either party may request to reopen this article.

13.3 **MTSS Teaming Structures**

NSD MTSS Teaming Structures include, the MTSS District Implementation Team, the Universal Support Leadership Team (SDLT), Grade Level/Department PLCs, and the Intensive Support Guidance Team (GT). To enable each school to implement the essential components of a comprehensive NSD MTSS Whole Child Framework, the District and/or Association agree to implement and facilitate improvements in the aforementioned Teaming Structures and other areas as outlined in the remainder of this Article.

All staff will be educated on MTSS systems, structures and processes (all levels, district admin, building admin, ESA, Certs, etc.). Teams will be provided training about roles and responsibilities. Training will be provided yearly. Ongoing support will be offered for existing teaming structures. Communication about MTSS roles, expectations, systems, structures and processes will utilize multiple avenues (e.g., email, PD Calendar, etc.).

Buildings will facilitate a district-created annual orientation regarding the roles and responsibilities of the SDLT and Intensive Support Guidance Teams.

13.4 **District MTSS Implementation Team**

The District MTSS Implementation Team will:

- A. Be revised yearly with District and Association leadership to ensure the team's composition is representative of involved parties. NSEA reserves the right to select and appoint its members to the District MTSS Implementation Team (DIT). The District will select school administrators as part of this team. NSEA and NSD will each appoint 8 members to this team.
- B. Meet regularly at times mutually agreed upon by team members and not more than one time per month of each school year. PIP funds will be used for the duration of this contract to cover the release time for NSEA members participating on the DIT.
- C. Create recommendations for systems, structures, and/or processes for elementary and secondary teams to collaborate that will allow staff that serve multiple grade levels and/or serve similar content areas to work with each of their teams.
- D. Share recommendations for systems, structures, and processes developed by the team with AALT prior to dissemination of information and/or training in schools.

- E. Provide guidance for all staff on the purpose, process, membership, roles and responsibilities, and procedures (before-during-after) of Guidance Teams. The MTSS District Implementation Team will continue to revise and improve this process yearly.
- F. Work in collaboration to ensure the greatest supports and access for students' needs across the District.

In support of school-based teams, the District, with consultation by the District Implementation Team, will create an inventory of supports available to the buildings (staff time, sub pool hours, PD, curriculum, behavior or academic supports, etc.).

To ensure employee voice, the MTSS District Implementation Team will create, and review yearly, a feedback loop process prior to the last day of the first quarter. This process will identify how staff can provide feedback/concerns throughout the year. Minutes from DIT meetings and received feedback/concerns will be shared with AALT. The DIT shall provide regular updates to the Cabinet.

13.5 **School-Based MTSS Directed Work**

To implement Northshore's MTSS Whole Child Framework, ESPs and certificated educators will continue to come together to review student data, identify necessary interventions and supports, monitor student progress, and make adjustments to established interventions and supports as needed based on available data.

Employees can utilize time such as early release Wednesdays and/or other times agreed upon by the various teams (e.g., Guidance Team, grade-level, department, Counselor, ESA, Specialist, Teacher Librarian, etc.). School SDLTs may determine additional time in accordance with Article 15.14.

ESAs (including counselors) will not be required to design or implement interventions for students who are not already on their caseloads. Additionally, ESAs (including counselors) will be able to access one day per quarter as a professional day to complete responsibilities related to their role. This day can be worked from home or the worksite.

Each school shall additionally be provided a pool of 30 hours of release time each school year to support implementation efforts, to be divided amongst non-supervisory staff as determined by the SDLT.

13.6 **SDLT Implementation of MTSS Teaming Structures**

SDLTs will implement the MTSS Universal Teaming Structure based on the following guidelines. Specifically, SDLTs:

- A. Will support the work of each school's Strategic Action Plan. This includes determining the data to be collected (and associated timelines) and used to identify student academic and social-emotional and behavior needs, and informing school-based MTSS supports, as well as monitoring progress. The district will provide SDLTs with guidance, resources, and training.
- B. Will ask representatives from grade level/department/specialized teams to share how their teams are identifying student academic and

social/emotional/behavior needs, implementing student supports, and monitoring progress.

- C. May elect to utilize all or part of the 2 - 4 designated days, see Article 15.14 to complete any MTSS work identified by the MTSS District Implementation Team and approved through the appropriate process which includes a discussion at AALT of any workload impacts.
- D. Work in collaboration to ensure the greatest supports and access for students' needs across the building.

13.7

Intensive Support Guidance Teams (Guidance Teams)

Intensive Support Guidance Teams will:

- A. Meet at least twice per month.
- B. Will check in with staff who work with students new to the building to see if additional support is needed and create a plan for support and quarterly checkpoints, as necessary.
- C. Be provided with
 1. clarified facilitation roles for counselors, ESAs, and other members;
 2. other structures and supports for interventions, including templates for agenda management and/or team facilitation to support effectiveness of GT (i.e., review of actions, parking lot items, persons responsible, etc.); and
 3. a clear mechanism for addressing GT operational concerns with the building administrative representative and/or through District Implementation Team feedback.
- D. Utilize the available district resources and instructional matrices to identify and support students.
- E. Work in collaboration to ensure the greatest support and access for students' needs across the building.

13.8

Members of the GT will be compensated for meetings outside the work day at the C-7 rate of pay and shall not lose duty-free time if meetings are held during lunch. All staff will be provided with initial and ongoing training about the function of the GT, as well as the resources in place for how to access GT support. As part of training provided to GTs, ensure all members understand how to support completion of the EL matrix. This is not intended to be completed by the ELD teacher alone. Training will be made available to educators in a variety of venues (e.g., during Staff Meetings, SDLT-identified days, through electronic communication, etc.)

13.9

Grade Level/Department PLCS

Educators will continue to meet to engage in MTSS-focused collaborative efforts in building or across the district to:

- A. Complete any work identified by the MTSS District Implementation Team and approved through the appropriate process which includes a discussion at AALT of any workload impacts.
- B. Work in collaboration to ensure the greatest support and access for students' needs across the building. These efforts may include, but are not limited to:
 - 1. Reviewing student data;
 - 2. Identifying students' strengths, needs, and supports;
 - 3. Monitoring student progress; and
 - 4. Adjusting instruction, interventions and supports based on data.

13.10 Schools will develop or continue to use the systems designed to share each teams' work related to the school's Strategic Action Plans.

13.11 **Related Supports**

In addition to the above, the parties agree that when teams meet to engage in MTSS-focused work:

- A. Counselors, school psychologists, SLPs, and OT/PTs shall continue to have monthly department meetings per the provisions of Section 12.7.
- B. Specialist groups (elective teachers and elementary specialists) may meet district wide at a predesignated time, or on early release Wednesday afternoons unless the day is identified by their school's SDLT as a required SDLT-designated afternoon.

Communication about expectations related to recommended and approved MTSS District Implementation Team systems, processes and supports will clearly direct staff efforts.

The District will provide training to all staff related to MTSS structures, resources, processes, and materials within the school, including professional development related to the "why," "what," and "how" of MTSS and aligned with Northshore's determined Tier 1, Tier 2 and Tier 3 multi-tiered support systems.

13.12 Educators will have access to the following resources for reading, math and social/emotional/behavior interventions and instructional supports

- A. Online district interventions/instructional support resources will be easily accessible .
- B. District intervention resources will be linked to Guidance Team agenda templates and training documents.
- C. An organizational chart of contacts for intervention/instructional support expertise and resources will be made available to staff.
- D. The district will offer professional development about available assessments, interventions and instructional supports available in district core and supplemental curriculum.
- E. Intervention/instructional support resources will be embedded into professional development opportunities to the extent possible.
- F. Instructional staff and/or teams will have access to district mechanisms to share their successful interventions/instructional supports.
- G. An MTSS FAQ will be made available to staff.

- H. Onboarding for new instructional staff will include orientation to district resources for interventions and instructional supports.

ARTICLE 14 WORK YEAR

- 14.1 **Student School Days:** The work year for employees shall include one hundred eighty (180) student school days, as specified on the approved District Calendar. Less than full-time staff shall work a pro rata share of the one hundred eighty (180) days based on the employee's individual FTE.
- 14.2 As part of the Professional Learning and Responsibility Contract, employees with a PhD will be paid an additional \$2,000.
- 14.3 **Supplemental Work Days:** Five (5) additional 7.5 non-student work days beyond the base contract year at the employee's full per diem rate of pay shall be included in the Professional Learning and Responsibility Contract. Because of the importance of the collaborative and professional development work on these days, neither the compensation nor the expected work time shall be pro-rated for part-time staff.
- 14.3.1 Three (3) of these days shall be for individually-directed work (including grading). Each employee may use their professional judgement on how to use this time to enhance the quality of instruction and learning for students. The first individual directed day (or two (2) half-days) shall be scheduled prior to the start of the school year. The second individually-directed day shall be scheduled between the semesters of each school year. The third individually-directed day shall be scheduled immediately after the last day of each school year.
- 14.3.2 One (1) of these days shall be SDLT-directed. The SDLT shall decide how staff shall utilize this time to enhance the quality of instruction and learning for students. This day (or two (2) half-days) shall be scheduled prior to the start of the school year. Employees who work at more than one school shall work with their administrators to determine which school's SDLT-directed day occurrences they shall participate in. Alternatively, the employee's Principals may decide this together.
- 14.3.3 One (1) of these days shall be District-directed.
- 14.4 Each certificated employee participating in both nights of the overnight Outdoor Education Opportunity shall receive an additional 7.5 hours of compensation at their per diem rate of pay. Other employees required to attend only a portion of the Outdoor Education Opportunity shall receive an additional 3.75 hours of compensation at their per diem rate of pay.
- 14.5 School year calendars will be developed for each year of the duration of the contract plus one year ahead, using the following parameters:
1. Every year by June 30 NSD and NSEA will agree on the calendar for the school year two years ahead (i.e. by June 30 of 2024, for the 2025-2026 school year).
 2. The first student day will be on a Tuesday or Wednesday depending on whether it will end the school year before Juneteenth.

3. The student year will begin before Labor Day if Labor Day falls on September 5, 6, or 7 and begin after Labor Day if the Labor Day falls on September 1, 2, 3, or 4.
4. The Wednesday before Thanksgiving will be a half-day at all levels.
5. Winter break will be scheduled over a period that includes three full weekends.
6. Mid-winter break will be scheduled during the week of Presidents' Day.
7. Spring Break will be scheduled during the third quarter.
8. Three (3) emergency closure make up days will be included in the calendar, to be used if needed and scheduled following the last student day in June.
9. Early release days will be scheduled on Wednesdays.
10. Professional days will be scheduled on the Tuesday, Wednesday, and Thursday of the week prior to the first student day.
11. The District will provide clear and consistent communication opportunities for constituent groups, including staff and families, to plan for the future.
12. To accommodate fall conferences at the elementary level for the 2023-24 school year, the conference calendar will include the Tuesday, Thursday, and Friday before the Thanksgiving holiday week, as well as the Monday and Tuesday of the Thanksgiving holiday week.

The parties will jointly determine elementary conference dates when developing future calendars.

- 14.5.1 If a change in the approved District calendar occurs, District representatives and Association representatives will meet to mutually determine the following:
- A. Necessary adjustments in the calendar;
 - B. When employee work days will be rescheduled;
 - C. Changes in calendar-related items.
- 14.6 In agreeing to the work-year calendars herein, the parties incorporated the mutual interest that collegial time is important. Therefore, leave benefits for the non-student supplemental work days (Section 14.3) may be accessed by the employee as provided in the Agreement, except for personal leave, IEP days, Department Head days, and any other release days. However, personal leave and Association release for the bargaining team may be used on Individually- Directed Days. Employees may be released without loss of compensation for district- approved work supervising students on a non-student work day at an extra-curricular event.
- 14.7 When negotiating the calendar for the subsequent school year, the parties shall identify grading periods; the dates by which such period grades are to be reported by employees; and report card distribution dates.
- 14.7.1 All report cards shall use a semester system. There shall be two full report cards per school year at the conclusion of each semester. Secondary schools shall also have

midterm grades and elementary schools shall have a midterm progress report. A notice will be included with the elementary first quarter midterm progress report that parents may discuss the report at parent conferences. The second semester midterm progress report for elementary schools shall be utilized only for students who are presently below standard in one or more areas, or for whom an improvement in behavior needs to be communicated formally. Teachers shall have three days plus a weekend following the last day of the reporting period to input grades. Grades are due by midnight on the third day. In the event of unexpected technology issues or other extenuating circumstances, the District and Association will confer to extend this period.

(a) Secondary teachers shall post assignments, test results, and long-term project checkpoints of student progress within three weeks of the due date absent extenuating circumstances.

(b) Early release days may be used for grading;

(c) Professional development shall be provided in a timely fashion to support teachers with best practices for grading.

(d) Buildings will examine their grading practices and emphasize these grading practices at staff meetings.

(e) The District will develop a list of strategies for how to support teachers to better communicate about grades and progress and post this in the NSD Teacher Toolkit. Additionally, a list of feedback designation codes will be added and accessible to teachers in order to provide feedback to parents, such as turned in, missing, in progress, etc.

(f) The Student Information System will provide a reminder to all teachers to input grades every three weeks.

- 14.7.2 Elementary parent-teacher conferences shall be held on five half-days of instruction in November and one half-day of instruction in early February. Conferences shall not be scheduled on early release Wednesdays. November conferences shall be offered to the families of all students. The purpose of these conferences is to enhance the teachers' understanding of the students' needs, interests, and learning styles and establishing a partnership with parents or guardians. Teachers may elect to use student-led conferences. The February conferences shall be initiated for students selected by the teacher as being most likely to benefit from an additional conference.

ARTICLE 15 WORK DAY

- 15.1 Employees generally shall begin their work day thirty (30) minutes before the student school day and shall continue until thirty (30) minutes after the student school day ends. Employees shall have and exercise reasonable professional judgment and discretion to utilize the work day time before and after the school day for work-related matters including staff, student, and parent conferencing. In addition, in order to allow staff the ability to schedule appointments outside of the student school day all employees may flex their before and after student contact time given that the total amount of time remains the same each day, supervisors are notified in advance, and the needs of students and their families are met. The total length of the work day for a full-time employee (1.0 FTE), shall not exceed seven hours and 35 minutes, as described below. For employees less

than full-time, the work day shall be prorated based upon the employee's FTE. The prorated hours shall also be continuous. When a review of district start times and schedules takes place, the equitable impact on employees' schedules will be one of the considerations.

- 15.2 SECONDARY (6-12): The instructional load at the secondary level shall not exceed five (5) class sections. Employees shall also be entitled to not less than 250 minutes of preparation time per week during the instructional day to be used for lesson planning, paper correction, student/parent conferencing, and other work-related responsibilities. Employees shall have and exercise reasonable professional judgment and discretion to balance competing uses and requests for use of this time. Unless mutually agreed upon by the employee and principal, the number of separate classroom preparations shall be limited to a maximum of three (3) per semester (and no more than two (2) Advanced Placement, International Baccalaureate and College in the High School preparations). Should it be necessary to assign four (4) or more preparations (or three (3) or more Advanced Placement International Baccalaureate and College in the High School preparations), the employee will choose whether to be paid \$900 per semester or receive the equivalent in substitute release time to compensate for additional preparation. Special Education, Distance Learning and Northshore Networks teachers are excluded from the additional preparation stipend. Special Education overloads are defined by Article 16. Disagreements about the number of preparation periods will be handled between the President of NSEA and the administrator in charge of Human Resources.

Whenever practical, the District shall not assign more than two preparations to an employee in their first year in the profession if travelling to more than one building, except that an employee teaching three or more elective classes may be assigned more than two preparations in their elective subject of specialization (e.g., Health/Fitness, Art, CTE, World Language, Music, or Drama). World Language classes made up of more than one level (i.e., German 3 and German 4) shall count as one preparation for each level.

- 15.2.1 MIDDLE SCHOOL SCHEDULE: All middle schools shall have the autonomy to make decisions regarding their instructional day around such things as Nutrition Breaks, Advisory, Block Schedules, or any other alternative. Middle schools shall use the same process used by high schools as codified in the Memorandum of Understanding for decision-making for high school schedules.

- 15.2.2 HIGH SCHOOL SCHEDULE: The high school teacher work day shall remain the same: 7 hours and 35 minutes.

High school teachers generally shall begin their work day a minimum of 15 minutes before the first period bell and generally shall continue until a minimum of 15 minutes after the final period bell. This allows for the increase of instructional minutes for the student day. In recognition of the loss of before and after school prep time, the remainder of this prep time will be added in the form of an additional prep period.

High school teachers shall have at least one daily preparation period unless the operational needs of a school make this unfeasible. If this schedule is unfeasible, a teacher will not be assigned a schedule without a daily preparation period two years in a row, unless mutually agreed upon.

In recognition of the additional planning time each school day resulting from the shift to a 7-period day, staff meetings will be kept as defined by Article 15.13.

- 15.3 ELEMENTARY (K-5): The instructional load for employees shall not exceed six (6) hours (including fifteen (15) minutes of relief each day) as long as the parties continue the student release model in 15.14. Employees shall be scheduled for two-hundred-fifty (250) minutes of preparation time each week, excluding lunch. Two-hundred-twenty-five (225) of these minutes shall be scheduled inside the student day in blocks of no less than forty-five continuous minutes. This preparation time shall be provided on at least four (4) days out of the five (5) day work week, unless the operational needs of a school make this unfeasible. Preparation time shall be used for lesson planning, paper correction, student/parent conferencing and other work-related responsibilities. Employees shall have and exercise reasonable professional judgment and discretion to balance competing uses and requests for use of this time.

Music, PE and Library Specialists shall be active participants in the development and creation of the class schedule. Except for the previously-granted exceptions (Kokanee and Maywood), or where lack of space makes it unfeasible, the District shall provide all students (except half-day K) a weekly average of 90 minutes of Music, 90 minutes of PE and 45 minutes of Library instruction. Within each school year, all reasonable efforts shall be made to assign the same students to the same Music, PE and Library Specialist to provide teaching continuity.

Upon the request of the Association, the Assistant Superintendent for Elementary Education shall review the preparation time schedule or staff allocation for a particular building and take necessary actions, if any, to ensure compliance with the intent of this section.

Preparation time shall be provided by music, physical education, and library employees only. The District will seek to fill all Music, PE and Library positions with employees who have the specific endorsement for the specialty. The two schools at which preparation time has been provided in another subject area will be maintained at their current FTE or a lower FTE level for as long as they are taught by the same 2010-11 continuing contracted teacher (Kokanee Elementary – 1.0 FTE Health and Maywood Elementary - .4 FTE Science).

Support for Elementary Physical Education Double and Triple Classes

For elementary schools where lack of space necessitates scheduling double and triple classes in one teaching space, the District shall provide those schools with a budget for the purchase of additional equipment. Schools with fewer than 650 students shall be provided \$300 annually. Schools with more than 650 students shall be provided \$500 annually.

Scheduling triple classes should be avoided if possible and requires a review and approval of the schedule by the Regional Assistant Superintendent or designee. Whenever triples are required, the district will provide sound systems with three wireless headsets for the specialists.

- 15.3.1 All elementary employees shall be scheduled at least one (1) fifteen (15) minute relief period each day, either at midmorning or midafternoon.

- 15.3.2 To allow elementary employees greater effectiveness in performing classroom related duties, the District agrees to hire classified personnel to perform supervision duties for one (1) recess and for the period before school.
- 15.3.3 One Kindergarten teacher from each school receiving students with special education needs from an NSD early childhood program will be provided one half-day substitute release to observe students and/or meet with parents and or/staff regarding student needs.
- 15.3.4 Elementary Special Education Learning Center teachers may schedule their preparation time for the week on one day, provided the SDLT approves, and provided this schedule permits them to provide sufficient instruction time for their students.
- 15.3.5 The District will provide 7.5 hours at the C-5 rate for each WA-AIM required to be completed by a special education teacher. In the event the state modifies the WA-AIM requirements the parties shall meet to review the modifications and their time requirements, and make a determination of how to support teacher completion of required student assessments. Special education teachers may contact the special education TOSA for support in developing the individual assessments.
- 15.3.6 The District will provide K-2 teachers who are new to the District or new to the gradeband with 90 minutes of paid professional development outside of the contracted day on how to conduct the Rapid Automatic Naming (RAN) assessment. To conduct these assessments, the District will provide K-1 teachers with one day of substitute release to conduct RAN assessments. To ensure continued access to substitutes across the District, the District will centrally coordinate a regional approach to the scheduling of these assessments for the individual schools. If Grade 2 teachers are required to conduct RAN assessments for half or more of the students in their class, the Association and District will meet to discuss a remedy.
- 15.3.7 Early childhood special education and general education teachers shall be scheduled for 200 minutes of preparation time each week excluding lunch. This preparation time will be provided on Wednesdays.
- 15.4 Full-time and part-time employees who in the course of their employment are assigned by the District to travel daily between buildings without workload modifications shall be paid one-tenth (.1) of the full-time (1.0 FTE) per diem salary for such travel. Such travel stipends shall be pro-rated for employees who are not scheduled to travel daily (e.g., two (2) days of scheduled travel would be compensated at .04 of their placement on the salary schedule).
- Employees who received travel stipends under the previous language of this Article who would receive less compensation with this new agreement shall receive compensation consistent with the previous agreement as long as their travel schedule remains unchanged.
- 15.4.1 Employees shall receive a mileage reimbursement at the IRS rate per mile for authorized and approved work-related travel in a personal vehicle, which shall include travel between assigned worksites.
- 15.4.2 Employees shall not be required to drive students.
- 15.5 All employees of the bargaining unit shall be provided with relief and preparation time

to the same extent as other employees at similar levels in the District.

- 15.5.1 When a classified employee directly serving students accepts an assignment as an emergency certificated substitute, the District shall seek a substitute to replace the classified employee.
- 15.6 All employees shall have a duty-free lunch period of not less than thirty (30) minutes.
- 15.7 The District shall grant all special education classroom teaching staff nine (9) days of substitute release time per year. All SLPs shall be granted three (3) days of release time per year. Said release time shall be granted at a time mutually agreed upon by the employee and principal. Employees may not use a release day on a "non-student work day," may not use release days consecutive school days and, if the release day is on Friday, it must be worked on a district campus." At the end of the year, unused days shall be cashed out at the long-term substitute rate on the July pay warrant.
- 15.8 When all schools in the District are closed due to weather and/or other emergency, employees shall not be required to report but shall take individual responsibility for knowing when and on what basis the schools will be reopened; however, in such emergencies, employees shall not be required to arrive more than one-half (1/2) hour before the students arrive nor be in attendance more than one-half (1/2) hour after the students leave.
- 15.9 In the event that an individual school in the District or grade level therein is closed due to weather and/or other emergency, employees may be required to report and shall take individual responsibility for knowing when and on what basis the school will be reopened or grade level instruction resumed, provided that if the District requires that employees so affected report for duty, the District will provide heated, lighted, and furnished facilities for such employees. In emergencies due to weather requiring delayed openings of an individual school or grade level, employees shall not be required to arrive more than one-half (1/2) hour before the students arrive, nor be in attendance more than one-half (1/2) hour after the students leave.
- 15.9.1 In the event of an emergency which forces students to stay beyond the normal student day (i.e., snow, earthquake, late arrival of buses, etc.), employees may be asked by their supervisor to stay at the work site to assist with student supervision. Such employees will be paid true per diem on an hourly rate for such duty.
- 15.10 Any employee supervising students at a workshop, seminar, or clinic related to their employment responsibilities but extending beyond contracted time, shall receive full reimbursement for their registration, materials, meals, lodging and transportation, provided that a prior travel authorization has been obtained.
- 15.10.1 Any employee who attends a District-approved workshop, seminar, clinic or class beyond standard certification required to fulfill or update the employee's qualifications for their employment shall receive full reimbursement from the employer for their tuition, books, meals, lodging and transportation.
- 15.11 Building administrators shall have the responsibility for ensuring the competent supervision of extra-curricular activities. Extra-curricular duties shall be assigned only on a voluntary basis.
- 15.12 In addition to the work day time established in 15.1, employees may be required to

attend one (1) school open house per year.

- 15.13 In addition to the work day time established in 15.1, building administrators may require employees to attend faculty meetings that extend beyond the work day for a maximum of eight (8) hours per year and no more than one (1) hour per month. No single meeting shall extend more than thirty (30) minutes before or after the work day. Such required meetings may begin or end during the work day time before or after the school day identified in Section 15.1, extending the meeting by up to fifteen (15) minutes during this time. These requirements shall constitute the only required extensions of the work day for employees. Teachers attending staff meetings up to thirty (30) minutes beyond the one (1) hour per month in this section, shall be allowed to flex their schedules to arrive late or leave early an equivalent amount of time in the same month.

15.14 **Weekly Student Release**

- 15.14.1 Students shall be released 90 minutes early once each week on a regular consistent basis in order to provide staff with non-instructional work time within the regular work day. The number of release days shall range from a minimum of 34 to a maximum of 35.

- 15.14.2 To accommodate this non-instructional time on student school days, the work day for employees shall be seven (7) hours and thirty-five (35) minutes per day.

- 15.14.3 On all Early Release Wednesday Afternoons, except as described in sections 15.14.4 and 15.14.5, each employee may use their professional judgment on how to use this time to enhance the quality of instruction and learning for students.

- A. Group meetings such as staff meetings shall not be offered or initiated by a Principal, or SDLT, during this time. MDT, IEP, 504, Guidance Team, and similar meetings may not be scheduled during this time.
- B. Employees may work at another District worksite with colleagues upon notice to their supervisor.
- C. Employees who work at more than one school may elect which school to work at during each Early Release Wednesday, while apportioning the school year's time appropriately between the schools.
- D. All employees, including ESAs and specialists may engage in job-alike groups on early release Wednesdays.
- E. Work done during early release days should take place on District property. Employees may choose to travel to another District building in order to join colleagues at the site. If any employee chooses to travel to another District Building during early release time, administrators may request to know what building the employee has selected. If travel time is required, that travel time will be part of the early release time and employees will not be required to make up time spent traveling.
- F. Partial FTE employees whose work day ends prior to or during this time may elect to work during this time, but shall not be expected nor required to do so.
- G. The school district may provide optional professional development opportunities.

15.14.4 SDLT-Directed Time

- A. Each SDLT will schedule between two (2) and four (4) Two (2) of the ninety (90) minute early release occurrences per year as SDLT-Directed Time.
- B. The SDLT shall decide how staff shall utilize this time to enhance the quality of instruction and learning for students. The SDLT must use the written decision making process in Section 12.3.1, including minutes of the decision available at any time for staff review.
- C. Each SDLT must set aside either part of a contracted August day or at least one SDLT-Directed early release afternoon prior to October 15 for the practice of emergency preparedness drills for catastrophic events, including the practices related to reunification of students and their caregivers.
- D. Part-time employees will be expected to attend SDLT-directed early release afternoons. Buildings shall report the number of SDLT-directed early release afternoons by October 15. If the number of SDLT-directed early release Wednesday afternoons increases (e.g., 2 days go to 3, or 3 goes to 4), then part time employees will work with the Office Manager of the building to complete a timesheet. Such employees shall be compensated at their per diem rate of pay for the portion of those hours beyond the employee's FTE. Time worked on other early release Wednesdays shall be proportional to the employee's FTE.
- E. Employees who work at more than one school shall work with their administrators to determine which school's SDLT-Directed Time occurrences they shall participate in. Alternatively, the employee's Principals may decide this together.
- F. School psychologists, SLPs, OT/PTs, Audiologists and Vision Specialists shall be permitted to meet as departments during the SDLT-directed time and/or the Team/Department time. Agendas and minutes from these meetings shall be shared with building administrators.

15.14.5 Professional Development and Early Release Wednesday Afternoons

- A. The District may designate up to 10 hours of required professional development per school year, excluding the required August Days. Employees will be under no obligation to attend required professional development sessions on any particular day beyond August days.
- B. During Early Release Wednesday afternoons, the District will provide opportunities for employees to engage in activities that will support their certification renewal and other professional learning interests. These opportunities will be provided in multiple modalities, such as live, in-person, asynchronous, and/or hybrid. All options, including asynchronous options, will be structured to enable clock hour awards.
- C. Partial FTE employees will be expected to complete the same hours of required training as full-time employees. Such employees shall be compensated at their

per diem rate of pay for the portion of those hours beyond the employee's FTE.

15.14.6 Additional Professional Learning Opportunities

- A. The provisions in article 15.14.5 exclude the professional development on SDLT determined Wednesdays as described in 15.14.4.
- B. The provisions in article 15.14.5 exclude role-specific professional learning required by certain educator groups to maintain current training regarding job responsibilities (e.g., CPI training for identified groups and other similar types of training). Any additional required professional learning will be provided on contracted time outside of early release Wednesdays or on paid time outside of the contracted day. Such requirements may also be offered on early release Wednesdays.
- C. The provisions in article 15.14.5 exclude teacher-directed and optional District-designed and implemented professional development.

15.14.7 Support for Professional Learning

- A. The District will provide annual training for any educators interested in designing and implementing clock-hour eligible professional development.
- B. The District will develop, publish, and maintain a Professional Development Calendar documenting the required District-Directed professional learning topics

15.15 No employee shall be required to contribute preparation periods for the purpose of supervising another employee's classroom duties. If it becomes necessary for the employee to cover another employee's classroom duties, the employee covering will be paid at the Addendum C-7 rate when such coverage is more than thirty (30) consecutive minutes. In the event an unfilled substitute request results in reassigning two classes of students to a teacher (two simultaneous classes with one teacher), the teacher shall receive the C-7 rate of pay when such coverage is more than 30 consecutive minutes.

The Association and District will co-create guidance on how to prioritize unfilled positions and which individuals might be asked to fill them.

15.15.1 If it becomes necessary for a librarian to give up their library administration time to cover another employee's classroom duties, they will be compensated, per the provisions of Article 15.15.

15.15.2 In the event that indoor recess is required due to poor Air Quality Index (AQI), if all plans for covering student supervision are exhausted, and if certificated staff are expected to provide student supervision during their duty-free lunch and/or other recess times, then they will be allowed to arrive late or leave early by the equivalent amount of non-instructional work time before or after the student day.

15.16 All employees working voluntary extended year contracts will be paid at true per diem. Extended days will be assigned on a FTE/prorated basis, but not limited to, the following:

Librarians	4	Psychologists	8	SLP	6
Counselors	12	Activity Coordinators	20	OT/PT	3
TOSA	10	Athletic Directors	20	OIS	4
Vision Specialist	4	Audiologist	6		

Prior to August 1 of each year (or the start of a new assignment for an employee hired after August 1) employees shall submit and receive approval from their administrator on a schedule to work these days. Career and technical education days will be assigned by the Director of Career and College Readiness. Schedules shall be flexible and modified by mutual agreement to meet changing circumstances.

15.17 Serving as a "District Representative" for IEP or 504 meetings in the principal's absence shall be voluntary.

15.18 Part-time employees shall be expected to work a proportional amount of non-instructional time (e.g., WAC time, planning time, early release Wednesdays) compared to a 1.0 FTE. See the chart below:

FTE	# of hours per day	# of hours per week	Elementary & Middle School "WAC Time" (before/after student day) per week	Elementary & Middle School Planning Time	HS 7 Period Day "WAC Time" (before/after student day) per week	HS 7 Period Day Planning Time	District-Required Professional Development
1.0 FTE	7 h 35 m	37 h 55 min	5 h	250 min	2.5 h	460 min	10 hours
.9 FTE	6 h 50 min	34 h 05 min	4.5 h	225 min	2.25 h	415 min	10 hours
.8 FTE	6 h 05 min	30 h 20 min	4 h	200 min	2 h	370 min	10 hours
.7 FTE	5 h 20 min	25 h 20 min	3.5 h	175 min	1.75 h	320 min	10 hours
.6 FTE	4 h 35 min	22 h 45 min	3 h	150 min	1.5 h	275 min	10 hours
.5 FTE	3 h 50 min	19 h	2.5 h	125 min	1.25 h	230 min	10 hours
.4 FTE	3 h	15 h 10 min	2 h	100 min	1 h	185 min	10 hours
.3 FTE	2 h 15 min	11 h 25 min	1.5 h	75 min	0.75 h	140 min	10 hours

.2 FTE	1 h 30 min	7 h 35 min	1 h	50 min	0.5 h	90 min	10 hours
.1 FTE	45 min	3 h 50 min	.5 h	25 min	0.25 h	45 min	10 hours

Per Section 15.14.5.C, all part time employees shall complete the full ten (10) hours of required professional development expected in the Early Release Wednesday as well as SDLT-directed early release Wednesday afternoons (See Section 15.14.4 D.). Buildings shall report the number of SDLT-directed early release afternoons by October 15. If the number of SDLT-directed early release Wednesday afternoons increases (e.g., 2 days go to 3, or 3 goes to 4), then part time employees will work with the Office Manager of the building to complete a timesheet. Such employees shall be compensated at their per diem rate of pay for the portion of those hours beyond the employee's FTE. Time worked on other early release Wednesdays shall be proportional to the employee's FTE.

Part-time employees are required to attend some or all of a staff meeting when it corresponds to their work schedule in the building. Staff meeting notes will be taken so that part-time and itinerant employees not in attendance at such meetings are able to access information that was shared.

ARTICLE 16 EMPLOYEE WORK LOADS

See Caseload/Overload Matrix at the end of this Article.

- 16.1 CLASS SIZES: The District and NSEA are committed to minimizing disruptions to student assignment and schedules and the number of large class sizes and teacher daily overloads. The District will monitor enrollment data on class size and will attempt to remedy overloads by taking steps such as: adjusting staffing allocations prior to the start of each school year, during the first month of school and after the October count date; balancing class numbers, releasing hold-backs, adding sections, or creating class waiting lists. These attempts will be promptly communicated to NSEA. Between August 15 and October 15, the District shall update NSEA on enrollment changes and the actions taken at least every other week.

In addition, secondary master schedules shall minimize class and daily overloads. The District will review drafts of secondary master schedules before they are finalized each semester, and attempt to remedy overloads by modifying the master schedules and by taking steps as outlined above. These attempts will be promptly communicated to NSEA.

The District will share and jointly review the actions taken with NSEA.

- 16.2 ELEMENTARY WORK LOADS. The District will strive to maintain reasonable employee workloads compatible with the financial circumstances of the District, the availability of building space, and the welfare of the pupils. Subsequent to the October enrollment report, whenever the number of pupils assigned to an elementary classroom teacher reaches an overload level, the District will specifically evaluate the situation, and within ten (10) school days, take appropriate action to give relief to the employee(s) affected. Such appropriate action for the affected employee shall include one and one-half (1½) days of substitute time each semester for each employee for which the number of pupils assigned to half- day Kindergarten sessions reaches an average of 24 students, full-day

Kindergarten and Grade 1 reaches 25 students, grades 2-3 classrooms reaches 27 students, and grades 4-5 classrooms reaches 28 students. This one and one-half (1½) days provision for substitute time each semester may be utilized by the employee in one-half day or full-day increments. Employees who do not use the substitute time by the end of the semester will be paid one and one-half (1½) days of pay at the full-day substitute long-term rate. Such pay will be provided by the March pay warrant for first semester overloads and by the August pay warrant for second semester overloads.

In addition to this relief, elementary classroom employees shall be paid as provided below. Such payment will be made in a lump sum at the end of the first pay period following the end of the semester.

Full-day K-1	at 25 students	\$525 per semester
	at 26 students	\$300 additional per student per semester
2-3	at 27 students	\$525 per semester
	at 28 students	\$300 additional per student per semester
4-5	at 28 students	\$525 per semester
	at 29 students	\$300 additional per student per semester

Overload compensation will be based upon enrollment of the lower grade level for split classes, i.e., the third grade criteria will be used for a ¾ split.

For classroom employees receiving additional students for a period of the day (approximately 60 minutes or less) from a split grade-level classload, which places them in an overload category as defined above, the employees will receive \$525 per semester.

If the classroom employee is already receiving overload compensation, the employee will receive \$225 per semester

When elementary classroom teachers receive additional Mid-Level and Functional Skills and Academics Class students on a daily basis for lunch or other activities not tied to academic standards, the Association and the District agree that a flat overload of \$225 per semester will be paid when the elementary classroom teacher reaches an overload level as described above. In a situation where an elementary teacher is already receiving overload compensation, the additional Mid-Level and Functional Skills and Academics Class students will trigger an additional overload provision of a flat \$225 payment. Concerns about specific overloads may be brought to the attention of the Assistant Superintendent for Elementary Education for review.

If an elementary teacher finds the particular mix of high needs students in his or her class inequitable, based on the unique needs of students which are not apparent in the qualification of those students for categorical programs, the teacher shall appeal to the building administrator for allocation of additional resources. The parties shall meet to discuss the scheduling issues and class mix. If the matter is not resolved, the teacher and building principal shall meet with the NSEA President and the Superintendent and/or their designee to problem-solve a solution. Staffing contingency funds are one available resource for solutions to these issues.

16.2.1 PARAEDUCATOR SUPPORT FOR KINDERGARTEN

The District will provide an additional 8 paraeducators to support schools with the highest need for kindergarten students with Learning Center IEPs. These paras will support all kindergarten students. The executive director of special education, NSEA leadership, and HR leadership will review fall enrollment to see which the top 8 schools of need are.

This paraeducator's responsibilities will be determined collaboratively by the school administrator(s), Special Education educator(s), and Kindergarten team.

16.2.2 ELEMENTARY DUAL LANGUAGE PROGRAM

The District shall provide a six and one-half (6.5) hour paraeducator as direct support to the program. K-3 teachers in the Dual Language program will not be assigned a split class.

16.2.3 District Assigned Split Classes

When teachers are teaching a split class, the teacher(s) will be compensated for extra duties and preparation required or receive the equivalent in substitute release time. Two hours of Paraeducator time per day shall be provided for each split level class. In the event teachers are not provided with an integrated split grade level curriculum (except for math), teachers will not be required to teach two distinct grade levels of curriculum. PACE teachers teaching a split class who are teaching the district-approved curriculum in math and reading will be compensated for extra duties and preparation and will be provided paraeducator time two (2) hours per day.

District Assigned Split Classes \$900 per semester

SDLT in buildings that have a split class or classes will make the determination about how science is taught, and if they decide on a "walk-to-science" model, they will use their decision matrix to ensure instructional staff are part of the design and scheduling.

The district will provide professional development to assist teachers and ESPs tasked with teaching two grade levels

An NSD toolbox will be created for each possible split combination (grade levels 1-2, 2-3, 3-4, 4-5) that highlights the essential content and related curriculum for ELA, Math, and Science. The Science document will highlight the Disciplinary Core Ideas (DCIs) for the two grades, show overlap in those DCIs, and indicate which DCIs are unique to each grade level. Based on overlaps and unique emphases, the document will suggest key readings from the texts at each grade level, investigations from the kits at each grade level, and engineering projects from the district-adopted science materials from each level that the teacher of the split class could use.

****First and second year teachers will not be assigned to teach split classes.**

Music, physical education, and library will be exclusions to these provision.

However, overload provisions for music, physical education, and library are applied when services exceed 28 45-minute sections per week per 1.0 FTE, excluding a minimum of 20 percent of administrative time for librarians. Overload pay of \$525 per semester will occur when the number of sections exceeds 28 for music and physical education and 22 for Librarians. Any time assigned to the librarian with students in the library during recess, lunch, etc., shall be included as part of the minutes of contact time. Administrative

time for librarians will be scheduled in blocks of at least 15 minutes.

First and second year teachers will not be assigned to teach split classes.

ELEMENTARY ITINERANT BAND & ORCHESTRA TEACHERS STAFFING MODEL

In addition to 5th grade general music teachers, the District intends to employ 5th grade elementary instrumental teachers with an instrumental endorsement and both the District and Association shall agree on any exceptions. For the duration of the contract, the District will provide each elementary school with 5th grade band teacher and 5th grade orchestra teacher FTE.

Elementary itinerant band & orchestra teachers shall be provided support from the Music Coordinator with the distribution of instruments at the beginning of the school year.

If a school has more than 100 students in 5th grade, the school will be given one additional section of Band and one additional section of Orchestra. To support instruction in large classes, the following options shall be considered:

- General music teachers available during 5th grade music classes with open sections will support instruction in larger 5th grade music classes.
- If there is insufficient space to accommodate students' first choices for a band, orchestra, or Experience Music Program (General Music) section, principals in collaboration with music staff will balance enrollment.

At least 2 days a week an itinerant instrumental teacher will have three or fewer schools to travel to unless agreed upon by the music coordinator, school administrator and impacted teacher.

16.3 SECONDARY WORK LOADS – (Middle and High School)

Whenever the number of pupils assigned to a full time (1.0 FTE) middle or high school employee reaches one hundred fifty-one (151) students, or one (1) or more classes reaches thirty-two (32) students, the District will specifically evaluate the situation, and within ten (10) school days take appropriate action to give relief to the employee(s) affected if the overload continues beyond the ten (10) day period.

Teachers with a 1.0 FTE and working in a building with a 7-period-a-day schedule will teach 5 out of 7 classes.

The appropriate relief for the affected employee shall be one and one-half (1½) days of substitute teacher time each semester for each employee for which the number of pupils assigned to a middle school or senior high school classroom employee actually reaches one hundred fifty-one (151) students per day or an individual class reaches thirty-two (32) students.

This one and one-half (1½) day provision may be utilized by the employee in half day or full day increments. Employees who do not use the substitute time by the end of the semester will be paid one and one-half (1½) days of pay at the full-day substitute long-term rate. Such pay will be provided by the March pay warrant for first semester overloads and by the August pay warrant for second semester overloads. Music is excluded from these provisions.

In addition, relief shall be as follows, whichever is higher;

Total number of pupils per day	151	\$525 per semester; and \$225 per semester for Each 5 additional students
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OR (not both)

Number of students per largest class	32	\$275 per semester (not repeated for multiple Classrooms of 32 or more)
	33	\$250 additional per semester
	34	\$225 additional per semester
	35	\$100 additional per student per semester

16.3.1 High School Scope and Sequence

- A. For the 2019-20 school year only, NSD will provide high school teachers in schools whose daily instructional minutes per class are changed by more than 5 minutes on a non-block day the use of half of the required August SDLT work day to revise their course scope and sequence.
- B. In recognition of overloads for the 6th Grade Elective Wheel, the District shall provide teachers with support.

Overloads reports shall be run at the end of 1st and 2nd semester.

If it is determined that an elective teacher is in overload for 10 consecutive days at any time during the semester (either 1st or 2nd quarter), they shall qualify for overload payment.

For the daily overload (5 periods), if an elective teacher is at overload for 10 consecutive days at any time during the semester (either 1st or 2nd quarter), the teacher shall qualify for the overload payment.

Teachers who qualify for overload pay shall receive 1.5 days of substitute release but may elect to receive pay at the long-term substitute rate of in lieu of the release.

- C. Additional substitute release or pay for elective wheel teachers unrelated to overload shall be handled as follows:
 - Elective wheel teachers teaching .8 or greater of quarter-long, 6th grade elective classes shall receive 1 day of substitute release per semester; those .6 or less of quarter-long elective classes shall receive 1 day of substitute release per year.
 - In lieu of using the release time, teachers may claim an equivalent amount (one or two days) of pay at the C-7 rate by completing an additional hourly pay form. Hours worked in lieu of substitute release for the 1st semester should be submitted no later than January 31 for payment on February 28, and for 2nd semester no later than May 31 for payment on June 30.

- 16.3.2 Such payment will be made in a lump sum at the end of the first pay period following the end of the semester.
- 16.3.3 None of the above provisions would necessarily hold for classrooms where teaching staff and administrators, at an elementary school level, or on a departmental basis, have developed and arranged special variations in curriculum, instructional methods, and staff organization.
- 16.3.4 In addition to the above provisions of 16.2 and 16.3, mainstreamed Mid-Level, Functional Skills and Academics Class and Behavior students with an active IEP will be designated with a specific count of 1.5 FTE in all class size provisions with the exception of music and library. ESL or ELL students will be designated with a specific count of 1.5 FTE in all class size provisions.
- 16.3.5 If the District experiences a reduction in local or state funds below the previous year's funding level, the District shall consult with the Association on the matter prior to instituting any changes in the above provisions.
- For the duration of this Agreement, if the District invokes Article 16, Section 16.3.5, the parties shall negotiate a solution.
- 16.3.6 District central allocations of classroom instructional staffing at schools shall be utilized to employ certificated staff for direct student instruction, unless otherwise limited by this Agreement. This shall not modify the duties of librarians or ESA staff.
- 16.3.7 Northshore Networks: Caseloads for Northshore Networks shall be limited to 25 students for a 1.0 FTE employee, and proportionately fewer students for an employee less than 1.0. Caseloads in excess of this amount shall result in additional FTE assigned to the program, or added to existing staff if they are agreeable to serving additional students.
- 16.3.8 Class sizes at the Secondary Academy for Success (SAS) are generally limited to 15 students except in unusual circumstances which have been discussed between the teacher and the administrator.
- 16.4 SPECIAL EDUCATION WORK LOAD: Subsequent to the monthly enrollment and/or unit report, whenever there is a work overload, as defined below, for the special education employee(s), the District will specifically evaluate the situation, and within ten (10) school days, take appropriate action to give relief to the employee(s) affected. When an employee is less than 1.0 FTE, the employee will be offered additional FTE in lieu of overload pay except in situations where this is not practical.
- 16.4.1 For the purpose of determining workload for special education employees, students with an Individual Educational Plan (IEP) will be the basis for staffing and work load.
- 16.4.2 Whenever the special education employee's workload exceeds the limits below, the District will specifically evaluate the situation and relief will be provided according to 16.4.3. Should the employee and building administrator believe that the overload provision(s) in 16.4.3 is not an appropriate action, the teacher, building administrator and district administrator shall meet and jointly agree on the appropriate action to provide relief to the employee(s) affected.

16.4.3 Workload for special education teachers will be defined using the information in Section 16.4.3.2, paragraphs A-K, below. "Elementary" refers to programs serving students in grades K-5 and "secondary" refers to programs serving students in grades 6-12. "Primary" elementary mid-level classes will serve students in grades K-2 and "intermediate" elementary mid-level classes will serve students in grades 3-5.

16.4.3.1 Special education teachers and building administrators may contact the administrator in charge of Human Resources to request a conversion of two full-time special education paraeducator FTE into 1 full time special education case manager FTE. This conversion would occur in the Spring for the following school year.

The District will fill certificated or paraeducator open positions with FTE or long-term substitutes even when in the last 60 days of the school year.

16.4.3.2 A. EARLY CHILDHOOD PROGRAM –

READY START: Special Education Teacher – Sixteen (16) IEPs per full time certificated teacher and 6.5 hours of Paraeducator time.

When the number of IEPs assigned exceeds sixteen (16) for more than ten (10) consecutive days, relief will be \$760 per semester.

For each additional IEP over seventeen (17) for more than ten (10) consecutive days, relief will be \$250 per semester. Such payment will be made in a lump sum at the first pay period following the end of the semester date.

When the number of IEPs exceeds twenty-three (23) for more than ten (10) consecutive days, a 4-hour Paraeducator will be added.

When the number if IEPs exceeds twenty-seven (27) for more than ten (10) consecutive days, another 1.0 certificated special education teacher and a 6.5 hour Paraeducator will be added.

PHONOLOGY SLP – Sixteen (16) IEPs per full time certificated SLP and 6.5 hours of Paraeducator time.

When the number of IEPs assigned exceeds sixteen (16) for more than ten (10) consecutive days, relief will be \$760 per semester.

For each additional IEP over seventeen (17) for more than ten (10) consecutive days, relief will be \$250 per semester. Such payment will be made in a lump sum at the first pay period following the end of the semester date.

When the number of IEPs exceeds twenty-three (23) for more than ten (10) consecutive days, a 4-hour Paraeducator will be added.

When the number of IEPs exceeds twenty-seven (27) for more than ten (10) consecutive days, another 1.0 certificated SLP and a 6.5 hour Paraeducator will be added.

TEACHERS OF THE VISUALLY IMPAIRED (TVI) – Caseloads will be (28) IEPs per full-time certificated teacher. The TVI department will have a minimum of one (1) 6.5 hour paraeducator and one (1) brailist.

All TVIs will be provided with 4 release days per FTE (prorated) per school year for completion of assessments. No monetary compensation provided for unused days.

- B. ITINERANT EARLY CHILDHOOD PROGRAM – Twenty (20) for more than ten (10) consecutive days, relief will be \$760 per semester.

When the number of IEPs assigned exceeds twenty one (21) for more than ten (10) consecutive days, relief will be \$760 per semester.

For each additional IEP over twenty-two (22) for more than ten (10) consecutive days, relief will be \$250 per semester. Such payment will be made in a lump sum at the first pay period following the end of the semester date.

When the number of IEPs exceeds twenty-seven (27) for more than ten (10) consecutive days, a .2 certificated special education teacher will be added.

An additional .2 FTE will be added for each additional five (5) IEPs beyond twenty-seven (27).

EXTENDED DAY PROGRAM:

For each additional IEP over Twenty (20) for more than ten (10) consecutive days, relief will be \$760 per semester.

When the number of IEPs assigned exceeds twenty-two (22) for more than ten (10) consecutive days, relief will be \$760 per semester.

- C. ELEMENTARY LEARNING CENTERS – Twenty-five (25) IEPs per full time certified teacher. Minimum staffing for a learning center will be a .5 certificated FTE teacher and 6.5 hours of Paraeducator time. If there are fewer than twenty-five (25) LC students, the Paraeducator may be assigned other, non-LC duties for the portion of their assignment proportional to the number of LC students divided by 25 (in other words, non-LC assignments will be used to maintain the Paraeducator at 6.5 hours per day).

When the number of IEPs assigned exceeds twenty-eight (28) for more than ten (10) consecutive days, relief will be \$760 per semester.

When the number of IEPs assigned exceeds thirty-one (31) for more than ten (10) consecutive days, relief will be \$250 for each IEP. Such payment will be made in a lump sum at the first period following the end of the semester date.

When the number of IEPs assigned exceeds thirty-four (34) for more than ten (10) consecutive days, a .5 certificated employee and a 4-hour Paraeducator shall be assigned to the class.

The District shall provide additional staffing of .5 FTE to an elementary Learning Center at the beginning of the year where projected enrollment in April of the preceding school year is 33 or 34.

If a .5 special education teacher cannot be found when the number of IEPs exceeds 34, the District may hire a .5 general education teacher to support the special education teacher, but the special education teacher shall continue to receive the overload compensation identified in the preceding paragraphs.

- D. ELEMENTARY BLENDED MID-LEVEL CLASSES – Twelve (12) IEPs per full-time certificated teacher and two 6.5 hours Paraeducators.

When the number of IEPs assigned exceeds twelve (12) for more than ten (10) consecutive days, relief will be \$760 per semester.

For each additional IEP over fourteen (14) for more than ten (10) consecutive days, relief will be \$250 per semester. Such payment will be made in a lump sum at the first pay period following the end of the semester date.

When the number of IEPs exceeds seventeen (17) for more than ten (10) consecutive days, a 4-hour Paraeducator will be added.

When the number of IEPs exceeds twenty-one (21) for more than ten (10) consecutive days, another 1.0 certificated special education teacher and a 6.5 hour Paraeducator will be added.

When the number of Kindergarten students in a mid-level class exceeds four (4), a 4-hour Paraeducator shall be added.

- E. ELEMENTARY SENSORY CLASSES – Ten (10) IEPs per full-time certificated teacher and two 6.5 hour Paraeducators.

When the number of IEPs assigned exceeds ten (10) for more than ten (10) consecutive days, relief will be \$760 per semester.

For each additional IEP over eleven (11) for more than ten (10) consecutive days, relief will be \$250 per semester. Such payment will be made in a lump sum at the first pay period following the end of the semester date.

When the number of IEPs exceeds fourteen (14) for more than ten (10) consecutive days, a 4-hour Paraeducator will be added.

When the number of IEPs exceeds seventeen (17) for more than ten (10) consecutive days, another 1.0 certificated special education teacher and a 6.5 hour Paraeducator will be added.

- F. ELEMENTARY SOCIAL-EMOTIONAL MID-LEVEL CLASSES – Ten (10) IEPs per full-time certificated teacher and two 6.5 hour Paraeducators.

When the number of IEPs assigned exceeds ten (10) for more than ten (10) consecutive days, relief will be \$760 per semester.

For each additional IEP over eleven (11) for more than ten (10) consecutive days, relief will be \$250 per semester. Such payment will be made in a lump sum at the first pay period following the end of the semester date.

When the number of IEPs exceeds fourteen (14) for more than ten (10) consecutive days, a 4-hour Paraeducator will be added.

When the number of IEPs exceeds seventeen (17) for more than ten (10) consecutive days, another 1.0 certificated special education teacher and a 6.5 hour Paraeducator will be added.

- G. **ELEMENTARY FUNCTIONAL SKILLS AND ACADEMIC CLASSES** – Eight (8) IEPs per full-time certificated teacher and two 6.5 hour Paraeducators.

When the number of IEPs assigned exceeds eight (8) for more than ten (10) consecutive days, relief will be \$760 per semester

For each additional IEP over nine (9) for more than ten (10) consecutive days, relief will be \$250 per semester. Such payment will be made in a lump sum at the first pay period following the end of the semester date.

When the number of IEPs exceeds eleven (11) for more than ten (10) consecutive days, a 4-hour Paraeducator will be added.

When the number of IEPs exceeds thirteen (13) for more than ten (10) consecutive days, another 1.0 certificated special education teacher and a 6.5 hour Paraeducator will be added.

- H. **SECONDARY LEARNING CENTERS** – Twenty-five (25) IEPs per full time certificated teacher. A 6.5 hour per day Paraeducator will be provided for each twenty five (25) IEPs, with a minimum of two (2) 6.5 hour paraeducators for each middle school and three (3) 6.5 hour Paraeducators for each high school, with the caveat that if the number of IEPs does not reach fifty (50) at a middle school or seventy-five (75) at a high school, one of the Paraeducators may be assigned other, non-LC duties for the portion of their assignment proportional to the number of LC students divided by 25 (in other words, non-LC assignments will be used to maintain the paraeducator at 6.5 hours per day). An additional 4 hour Paraeducator shall be provided when the number of additional IEPs beyond a multiple of twenty-five (25) (e.g., 50, 75, 100) is exceeded by twelve (12) so that a Paraeducator is provided at the halfway point to the next multiple of twenty-five (25).

When the number of IEPs assigned exceeds twenty-eight (28) for more than ten (10) consecutive days, relief will be \$760 per semester.

When the number of IEPs assigned exceeds thirty-one (31) for more than ten (10) consecutive days, relief will be \$250 for each IEP. Such payment will be made in a lump sum at the first period following the end of the semester date.

- I. **SECONDARY MID-LEVEL CLASSES AND POSITIVE BEHAVIOR SUPPORT CLASSES** – Ten (10) IEPs per full-time certificated teacher and two 6.5 Paraeducators.

When the number of IEPs assigned exceeds ten (10) for more than ten (10) consecutive days, relief will be \$760 per semester.

For each additional IEP over 11 for more than 10 consecutive days, relief will be \$250 per semester. Such payment will be made in a lump sum at the first pay period following the end of the semester date.

When the number of IEPs exceeds fourteen (14) for more than ten (10) consecutive days, a 4-hour Paraeducator will be added.

When the number of IEPs exceeds seventeen (17) for more than ten (10) consecutive days, another 1.0 certificated special education teacher and a 6.5 hour Paraeducator will be added.

- J. SECONDARY FUNCTIONAL SKILLS AND ACADEMICS CLASSES – Eight (8) IEPs per full-time certificated teacher and two 6.5 hour Paraeducators.

When the number of IEPs assigned exceeds eight (8) for more than ten (10) consecutive days, relief will be \$760 per semester.

For each additional IEP over nine (9) for more than ten (10) consecutive days, relief will be \$250 per semester. Such payment will be made in a lump sum at the first pay period following the end of the semester date.

When the number of IEPs exceeds eleven (11) for more than ten (10) consecutive days, a 4-hour Paraeducator will be added.

When the number of IEPs exceeds thirteen (13) for more than ten (10) consecutive days, another 1.0 certificated special education teacher and a 6.5 hour Paraeducator will be added.

- K. OBSERVATIONS — Special education teachers shall have the opportunity to observe incoming students and meet with their teachers with their IEP release days.

16.4.3.3 Northshore Learning Options Workload:

- A. Northshore Networks: Caseloads for Northshore Networks shall be limited to 25 students for a 1.0 FTE employee, and proportionately fewer students for an employee less than 1.0. Caseloads in excess of this amount shall result in additional FTE assigned to the program, or added to existing staff if they are agreeable to serving additional students, at the existing remedy for overload. Teachers are assigned as the classroom teacher, teacher of record, and the advising teacher. It is assumed that the teacher who is providing the instruction is the teacher responsible for the academic success of that student in that context.
- B. Northshore Online Academy: The caseload for elementary teachers assigned to the NOA shall be set at a ratio of 1.0 FTE per 25 students. The existing contractual remedy for overload shall be applied when a teacher is assigned above 25 students. Elementary teachers are assigned as both the classroom teacher and the advising teacher.

The parties agree a balanced and reasonable workload is important for the elementary NOA teachers and would advocate for an assignment in which these teachers shall not be assigned to teach more than two grade levels. If the parties agree to an alternative structure that aligns the elementary NOA assignment to curricular topics instead of grade levels, we also agree not to apply any of the split class remedies found in Article 15.2 to this situation.

The caseload for secondary teachers assigned to the NOA shall be set at a ratio of 1.0 FTE per 65 students. The existing contractual remedy for overload shall be applied when a teacher is assigned above 65 students. Secondary teachers are assigned as the advising teacher. It is assumed that the teacher who is providing the instruction is the teacher responsible for the academic success of that student in that context. Secondary students receive classroom instruction through an

adopted online platform. Content related questions from students and parents shall be addressed to the adopted online platform.

When the number of students who are in need of an intervention plan on a teacher's caseload exceeds 10, taken as a monthly average per semester, certificated staff shall receive overload pay consistent with article 16.3.1 of the CBA.

Secondary teachers assigned to NOA who are expected to input grades from the adopted online platform into the district's student information system may timesheet up to one (1) additional day for this work per quarter, paid at their per diem rate.

- C. Northshore Family Partnership: The District will provide NFP staff with the same 250 minutes of weekly planning time, 30 minutes of daily before-school nonstudent time and 30 minutes of daily after-school nonstudent time provided to other instructional certificated staff. Additionally, the District will provide NFP staff with 100 weekly minutes of PLC time to discuss student progress. NFP staff will be provided with 500 minutes per week to perform Advisory and Office Hour duties, which is meant to provide progress monitoring and support for students and parents as well as support for students in individual classes as outlined in WAC 392-550-025. The reporting duties include meeting three times a year with students and parents in September, October, and June.

The instructional load for NFP staff shall not exceed 750 total minutes per week.

Unless mutually agreed upon by the employee and principal, the number of separate classroom preparations shall be limited to a maximum of five per semester. Should it be necessary to assign six or more preparations, the employee will be paid \$900 per semester to compensate for additional preparation. Classes made up of more than one level (i.e., Elective X K-1 and Elective X 2-3) shall count as one preparation for each level.

Classes with fewer than 3 students will be canceled. If a class is canceled, then the teacher will be assigned one of these options:

- a. Advise 3 additional elementary or middle school students or 1 high school student.
- b. Assist in another classroom.
- c. Offer an additional section of a wait-listed class.

ADVISORY CASELOADS:

The District and NSEA are committed to providing NFP staff with adequate time to -provide quality educational services to their students, including meeting all ALE requirements.

The District will strive to maintain reasonable employee workloads compatible with the financial circumstances of the District, and the welfare of the pupils. Subsequent to the October enrollment report, whenever the number of pupils assigned to an NFP teacher's advisory caseload reaches an overload level, the District will specifically evaluate the situation, and within ten (10) school days, take appropriate action to give relief to the employee(s) affected.

Such appropriate action for the affected employee shall include one and one-half (1½) days of substitute time each semester for each employee for which the number of pupils assigned for each employee for which the number of students assigned to that teacher's advisory caseload reaches an average of 26 students. Employees who do not use the substitute time by the end of the semester will be paid one and one-half (1½) days of pay at the full-day substitute long-term rate. Such pay will be provided by the March pay warrant for first semester overloads and by the August pay warrant for second semester overloads. This one and one-half (1½) days provision for substitute time each semester may be utilized by the employee in one-half day or full-day increments.

In addition to this relief, NFP employees shall be paid as provided below. Such payment will be made in a lump sum at the end of the first pay period following the end of the semester.

\$525 per semester at over 28 students

\$300 additional per student per semester

In addition to performing the duties of a specialist at NFP, the specialists will also serve as an advisor to the number of students proportional to their FTE.

The District and Association will jointly establish a NFP-specific calendar that may not include all components of the District-wide calendar (e.g. grading days, conference days, class start and end dates, etc.) Built into the calendar will include time for testing which may include the following: WA Kids (K), RAN (K-2), HiCap, SBAC.

Northshore Learning Options Special Education Staffing:

In recognition of the unique programs housed at Northshore Learning Options, will be staffed with 1.0 FTE for certificated special education case management and 6.5 daily hours of special education paraeducator support per 18 students with IEPs. The caseloads will be divided amongst staff at Northshore Learning Options in collaboration with the staff and administration that is equitable based upon student need and their service minutes.

When the number of IEPs assigned exceeds nineteen (19) for more than ten (10) consecutive days, relief will be \$760 per semester. When the number of IEPs assigned exceeds twenty-two (22) for more than ten (10) consecutive days, relief will be \$250 for each IEP. Such payment will be made in a lump sum at the first period following the end of the semester date. When the number of IEPs assigned exceeds twenty-five (25) for more than ten (10) consecutive days, a .5 certificated employee and a 4-hour Paraeducator shall be assigned to the class. The District shall provide additional staffing of .5 FTE to Northshore Learning Options at the beginning of the year where projected enrollment of students receiving special education services in April of the preceding school year is 24 or 25. If a .5 special education teacher cannot be found when the number of IEPs exceeds 25, the District may hire a .5 general education teacher to support the special education teacher, but the special education teacher shall continue to receive the overload compensation identified in the preceding paragraphs.

Northshore Learning Options Stipends: Stipended certificated activities at Northshore Learning Options will be paid per the Certificated Elementary Activity Salary Schedule.

Should any programmatic changes occur at Northshore Learning Options, the District and Association will meet to discuss any potential revisions to this provision.

16.4.4

Secondary Counselor Workload: Secondary Counselor Workload: All comprehensive high schools and middle schools shall have at least 3.0 FTE counselors. Additionally, for the 2019-20 school year, high school counselors will be provided on a 1 to 365 ratio and middle school counselors will be provided on a 1 to 375 ratio based upon total student head count on October 1 (with no student counted more than once). Beginning in the 2020-21 school year, counselors at comprehensive high schools will be provided on a 1 to 325 ratio and counselors at comprehensive middle schools will be provided on a 1 to 365 ratio based on total student head count on October 1 (with no student counted more than once). If the actual number of students exceeds the counseling staffing at a school using the ratio above, the District shall within ten school days offer additional FTE to existing part-time counseling staff at the building, if any, and if declined or unavailable, to existing 1.0 FTE counselors up to a total of .4 FTE. At .5 FTE, the District shall add an additional part-time counselor at the building. The Secondary Academy for Success shall be staffed with a 1.0 FTE counselor staffing.

If the actual number of students exceeds the counseling staffing at a school using the ratio above, the District shall within ten school days offer additional FTE to existing part-time counseling staff at the building, if any, and if declined or unavailable, to existing 1.0 FTE counselors up to a total of .4 FTE. At .5 FTE, the District shall add an additional part-time counselor at the building.

The Secondary Academy for Success shall be staffed with a 1.0 FTE counselor staffing.

Innovation Lab High School: Innovation Lab High School will follow the comprehensive high school formula with a minimum 1.0 FTE.

Choice Programs: The Northshore Learning Options campus will be staffed at a minimum of 1.5 counseling to accommodate the K-12 workload. Counselors assigned at Northshore Learning Options will perform duties in alignment with the job description for counselors throughout the district.

Elementary Counselor Staffing: Beginning in the 2019-20 school year, the District will provide a minimum of 8 counselor FTE to support the 16 elementary schools with the highest student need. In the 2020-21 school year, the District will provide a minimum of 12 counselor FTE to support all elementary schools with a minimum of a .5 FTE counselor in each school. In the 2021-22 school year, the District will provide a minimum of 1.0 FTE counselors for each elementary school with 500 students or more, and will provide elementary schools with less than 500 students with a minimum of .5 counselor FTE.

The District will employ a full-time counselor at each elementary school. The District will provide 2.0 counselor FTE to elementary schools with 750 or more students.

The District will allocate funds for an Elementary and Secondary Counselor Department Head. These groups will receive \$3,000 each. Department head positions may be shared by two or more individuals, but will be considered one position when figuring the total funding allotment.

16.4.5 Workload for special education Educational Staff Associates (ESAs) will be defined as:

- A. OCCUPATIONAL THERAPIST/PHYSICAL THERAPIST – direct student content/treatment time may not exceed twenty (20) hours per week and/or a caseload of thirty (30) students for consultation or direct treatment. In recognition of work overload, a pool of eighty (80) hours is created to pay individual therapists the rate per hour identified in Addendum C-7 to complete assessments. Such hours will be determined through the Department with the final decision for such assignment to be made by the Department Head.

OT/PTs may access four (4) release days for mandated compliance related work. These days must be taken during the school year. No monetary compensation will be provided for unused days.

- B. SPEECH LANGUAGE PATHOLOGIST (SLP) – Staffing will be determined by June 10 each year by SLPs and the Director of Special Education with forty-six (46) IEPs per FTE and, when possible, two buildings (except for Woodmoor and the Early Childhood Center), and maintaining the same SLP at their same schools when work load balance permits. School assignments will be based upon student head count with consideration given to severity of student SLP needs.

1. Overload pay of \$525 per semester will be paid to an SLP when the individual's student count reaches 47 IEPs; with additional pay of \$250 per semester for each additional five (5) IEPs with prorated student counts for part-time SLPs.
2. A half-time (4 hour) Paraeducator and a full time (6.5 hour) Paraeducator will be assigned to the Sorenson Early Childhood Center and to Woodmoor. The Woodmoor SLP team will determine SLP paraeducator time assignments for Woodmoor P-5.
3. A pool of 100 hours will be created to pay mentors for hours spent supervising Clinical Fellowship Years.

In addition to the aforementioned staffing, not less than .2 SLP shall be provided for bilingual support from special education funds.

4. All SLPs will be provided with 4 release days per school year for completion of assessments. No monetary compensation will be provided for unused days.

In recognition of increased caseloads in the early childhood programs, the parties agree to provide an additional 1.0 SLP FTE above the generated early childhood staffing ratio to support work in early childhood programs.

SLP paras will be assigned to work in partnership with the SLP department leads and a special education director to create a regional response to support students and staff.

- C. SCHOOL PSYCHOLOGIST – The District shall employ not less than 1.0 FTE for each 900 FTE K-12 students (excluding Running Start, dropout reengagement). In addition, the District shall continue to employ a minimum of 1.1 FTE psychologist for the Early Childhood Assessment Team and a 1.0 FTE “floater” to assist as needed to account for unanticipated students and growth.

School psychologist internships will be designed to be paid, competitive and a pipeline toward becoming a District employee. The District will provide 2 paid psychologist interns/school year at maximum of 500 hours/year at \$40/hour. School psychologist intern positions will be posted by the 2nd Monday in December each year to recruit a strong candidate pool. School psychologist interns, upon recommendation from their supervising school psychologist and building administrator(s), will have priority access to interviews for open district psychology positions in NSD after the internal transfer process has been completed and before the external posting.

Each School Psychologist shall be assigned approximately equal caseloads in an initial assignment determined using an average of the total number of initial evaluations and reevaluations completed in each school year over a period of at least three consecutive years. Assignments shall be made each year, for the next year, by June 10 by the Special Education Directors, a group of School Psychologist representatives selected by the School Psychologists. Psychologists shall have the opportunity to provide input as to their assignment preferences. Every effort shall be made to limit assignments to one or two schools to minimize travel between buildings when possible.

Psychologists will receive an additional two (2) hours of pay at the per diem rate for each additional evaluation or reevaluation over 56 in one year. The number of evaluations and reevaluations required before receiving this pay will be prorated for part time psychologists.

In order to accomplish the task of equalizing assignments during the school year, a Caseload Committee of School Psychologists (with representatives selected by the school psychologists) and the Special Education Directors who oversees the school psychologists shall meet as needed to adjust individual caseloads in circumstances of unequal assignments with a goal of limiting assignments to one or two schools. This committee shall be determined on an annual basis.

If the actual number of students exceeds the psychologist staffing for the District using the ratio above, the District shall within ten school days offer additional FTE to existing part-time psychologist staff in the District, if any, and if declined or unavailable, to existing 1.0 FTE psychologists up to a maximum of 1.2 FTE per school psychologist.

Psychologists shall not be assigned coordination of a threat assessment but may be included in the process in the same manner as other staff.

In the event of an unexpected long-term absence exceeding 10 days, the supervisory director for psychologists will meet with the psychologist caseload committee to determine a plan for coverage of the leave.

A pool of 100 hours will be created to pay individual psychologists according to Addendum C-7 to complete make-up work required when the employee uses leave and no substitute is assigned to cover the work in their absence.

Full time school psychologists may work remotely up to one day per week and up to one additional day per month. Remote work days may be taken in half day increments. Psychologists will plan remote days on a weekly basis depending on the changing needs of their weekly schedule. Psychologists will keep the building administrators at their worksite(s) and their special education teams informed of the day(s) when they will be working remotely. Part-time school psychologists with .5-.7 FTE may work remotely for up to half a day per week and part-time school psychologists with .8-.9 FTE may work remotely for up to one day per week. Part time school psychologists with less than .5 FTE may not work remotely. If the educational model of the district changes for a substantial period of time (e.g. to a remote learning or hybrid learning model), the parties will meet to discuss these provisions.

- D. The Early Childhood Assessment Team shall be staffed with a minimum of 1.1 FTE Psychologists, a .5 FTE Special Education Teacher, 1.2 FTE Speech Language Pathologist (SLP) and 1.2 OT/PT FTE. The District will also provide this team with clerical support, at a minimum of 2.5 hours per day. This staffing is additional to other staffing formulas for Psychologist and SLP FTE, and may be augmented by staffing from those formulas.

Upon request of either party, the District and Association will meet to determine if staffing needs to be changed based on an increase or decrease of current enrollment.

The District will provide training to the Early Childhood Assessment Team staff regarding disproportionality of student populations qualifying for special education.

- E. AUDIOLOGIST – The District shall employ a 1.0 FTE audiologist for every 12,000 Pre-K – 12 students. A full-time (6.5 hour per day) Paraeducator shall be assigned to assist Audiology. Approximately 20% of this time may be utilized to assist Vision, OT/PTs and SLPs.

16.5 ENGLISH LEARNER TEACHER WORKLOAD

The District shall provide each building with staffing for English Learner (EL) services based on both the total number of students receiving EL services.

The District will continue to provide 3.5 certificated FTE beyond the staffing allocation from the staffing matrix below.

Number of Multilingual Students Qualifying for Active ELD Services	ELD Certificated FTE
1-10	.2
11-15	.3
16-20	.4
21-30	.5
31-40	.6
41-50	.8
51-60	.9
61-70	1.0
71-100	1.1
101-130	1.2
131-160	1.3
161+	1.4

ELD Paraeducator Staffing: Elementary			
Number of Multilingual Students Qualifying for Active ELD Services	Weekly Paraeducator Hours	Number of Monitor Year 1 and 2 Students	Weekly Paraeducator Hours
0-10	0 hrs	0-10	0 hrs
11-20	20 hrs	11-40	20 hrs
21-35	32.5 hrs	40-60	32.5 hrs
36-60	40 hrs	61+	40 hrs
61+	60 hrs		

ELD Paraeducator Staffing: Secondary			
Number of Multilingual Students Qualifying for Active ELD Services	Weekly Paraeducator Hours	Number of Monitor Year 1 and 2 Students	Weekly Paraeducator Hours
0-10	0 hrs	0-10	0 hrs
11-20	20 hrs	11-40	20 hrs
21-35	32.5 hrs	40-60	32.5 hrs
36-60	40 hrs	61+	40 hrs
61+	60 hrs		

A District-wide pool of 3,800 additional hours per year will be created for ELD paraeducators to provide ELD services, including to Monitor Year 1 and 2 students, who are struggling to achieve grade level standards.

The District will provide \$50,000 the funds available to support proctors and substitute release for the administration of WIDA assessments.

The District will ensure that ongoing training in second language acquisition and teaching strategies are provided to all EL instructional staff.

The District will provide building intensive support guidance teams with ongoing training in the EL early intervention process, second language acquisition, and disproportionality in EL students qualifying for special education services. The District will provide opportunities for instructional staff to receive training in sheltered instruction strategies (such as GLAD and SIOP) and UDL. For those who choose the co-teach model, NSD will provide the ELD and general education staff professional development on the mutually agreed upon co-teaching model.

The state adopted language proficiency assessment building plans will be developed in consultation with EL instructional staff and will be submitted to the District Assessment Coordinator. The assessment building plans will include a plan for space for administering tests, and a plan for staffing the administration of the tests that does not impact the planning time of EL teachers. If a teacher is required to give up their planning time to administer the assessment, they will be paid for the loss of planning time at the C-7 rate from the building's the assessment fund.

ELD staff will utilize the Can Do portraits to replace the ELLPs. These will also be provided to middle and high schools during transition years (5th to 6th grade and 8th to 9th grade).

For elementary ELD staff, on Wednesdays, allow flexibility in scheduling during the student day for staff to collaborate, and/or indirect services and do paperwork, etc.

The District will purchase curriculum specially designed for English Language Development that also serves Newcomers and Students with Limited or Interrupted

Formal Education (SLIFE) students at the Elementary, Middle, and High School levels. When available, the District will provide classroom based assessments in students' home language to inform services and support for Newcomer and SLIFE students.

A 9-week onboarding program will be developed by the TOSAs and shared with the middle and high schools as an option.

In order to acknowledge the workload on our ELD staff, supervisors will make every effort to create capacity for supporting our Newcomer and SLIFE students within the work day. If ELD staff agree to work to help Newcomer and SLIFE students transition to a new school during their before/after school time, they can work with their administrator to flex a future work day.

- 16.6 Services Staff will meet with their program supervisor(s) at least ten (10) days prior to the end of the work year to be notified of building placement for the next school year.
- 16.7 The District will strive to maintain reasonable employee workloads as it relates to the number of students in the regular educational program who are receiving IEP or ELL services.
- 16.7.1 Elementary employees in the regular classroom program who have more than five (5) students (i.e., Special Education Mid-Level and Functional Skills and Academics Class students, Learning Center students, and English Language Learners (ELL) students) each day shall receive one (1) day of substitute teacher time each semester or one (1) day of pay at the full-day substitute long-term rate if requested by the employee. Employees requesting one (1) day of pay at the full-day substitute long-term rate must make such request within 30 school days of the end of each semester. The more than five (5) students must have been under that employee's supervision for at least one-third (1/3) of the semester to qualify for substitute teacher time.
- 16.7.2 Secondary school employees in the regular classroom program who have more than ten (10) students (i.e., Special Education Mid-Level, Functional Skills and Academics, Behavior Class students, Learning Center students, and English Language Learners (ELL) students) each day shall receive one (1) day of substitute teacher time each semester or one (1) day of pay at the full-day substitute long-term rate if requested by the employee. Employees requesting one (1) day of pay at the full-day substitute long-term rate must make such request within 30 school days of the end of each semester. The more than ten (10) students must have been under that employee's supervision for at least one-third (1/3) of the semester to qualify for substitute teacher time. Sixth grade elective wheel teachers shall be included in this provision. Music and study hall classes shall be an exception to this provision.
- 16.7.3 The respective roles of high school counselors and learning center teachers are described in Appendix I: "Defining the Roles and Responsibilities of High School Counselors and Learning Center Teachers."
- 16.8 **SERVING STUDENTS WITH DISABILITIES**

- A. Students with disabilities are general education students. Special education services include the specially designed instruction and supplementary supports and services to ensure access and progress of the student with special needs in general education. The continuum of special education services includes

instruction in general education classes, special education classes, special schools, home instruction, and instruction in hospitals. Information regarding the district's continuum and policies and procedures is provided on the NSD district's web page, the special education NSD webpage, through staff training, and during the IEP process

- B. Individual Education Program (IEP) roles and responsibilities: General education classroom teachers are required members of the IEP team. In order to participate in all aspects of IEP development, including but not limited to goals, accommodations, modifications, and placement, there must be general education representation during the entirety of the IEP team meeting. If a general education teacher is not able to attend for the entire IEP meeting excusal by the parent is required. The IEP team shall follow required steps for proper excusal. Special education teachers/related services staff are responsible for designing, providing, and monitoring the specially designed instruction for a student eligible for special education. Special education teachers and related services staff specialists will assist general education teachers in accommodating and modifying curriculum materials and providing resource materials upon request. Special education teachers and related services staff are responsible monitoring and reporting progress on all IEP goal areas.
- C. IEPs are reviewed annually. If a significant change in services and/or placement is being considered for a student the reevaluation process will be followed. An IEP meeting will be held following the completion of the reevaluation.
- D. The role of the general education teacher is to teach all students enrolled in the class. The general education teacher as a member of the IEP team will collaborate as needed with the IEP team in order to meet the diverse needs of students with disabilities.
- E. Classroom teachers shall respond to contacts from parents including parents of students with disabilities regarding general education class content. The IEP case manager serves as the primary contact for the parents of students with disabilities related to a student's IEP. School administrators or counselors are the primary contact for all families for issues related to the student's general well-being at the school.

16.9 PROFESSIONAL PREPARATION – As described in WAC 180-44-010(d), certificated employees “are required to make daily preparation for their duties.” A district-wide requirement for an employee to submit daily lesson plans to a supervisor will not be required.

16.10 RESPONSIBILITY STIPEND – The District shall pay each individual filling a position listed below for the year a stipend in the amount of \$900. This stipend is in recognition of responsibilities related to increased state and federal requirements. This stipend amount is for full time positions with the understanding that the amount is to be pro-rated for part-time positions based upon the person's FTE status. The stipend shall be paid in 11 equal paychecks.

The positions eligible for this stipend are: Occupational Therapist/Physical Therapist, School Psychologist, Audiologist, Speech Language Pathologist, and Teacher of Visually Impaired.

- 16.11 CLASS SIZE BALANCING – To the extent possible, students shall be assigned to teachers and classes in an equitable manner by numbers, gender, IEP or ELL services, and challenging needs. When there is a peer who speaks the same home language, during the scheduling process, administrators will take into consideration class placement that pairs the students when feasible. Alternatively, a grade level or subject department team may by consensus, and with agreement of their building administrator, agree to distribute students differently. If a teacher believes a problem exists with the equitable distribution of students, the teacher shall first discuss the issue with their building administrator. For Elementary schools, the school's draft student class lists and the current seat count summary report (numbers of students, gender, 504 plan, IEP or ELL services and alerts) shall be made available to Elementary employees upon request prior to informing parents of the child's teacher.
- 16.12 NURSING DUTIES – Employees shall not be expected to perform the duties traditionally performed by school nurses. This section of the agreement is intended to clarify that if a school is not staffed with a school nurse at all times, the school nurse's duties shall not be shifted to certificated employees.
- When a student complains of illness (not fatigue), employees may send the student to the school office. Employees shall not be expected to call parents or guardians regarding a student's complaint of illness or injury.
- Except in emergencies or on field trips or other off-campus activities, employees shall not be expected to supervise or retain ill or injured students in a classroom, workspace, or elsewhere at the school during the regular work day.
- Employees shall not be expected to administer medications except on field trips and at other school supervised activities off-site with the written plan provided by a school nurse. Employees shall not be required to test students for any health related matters (e.g., blood sugar level, screening). Employees shall not be required to inspect students for lice or nits or other communicable illnesses. Employees shall not be expected to clean students beyond routine hygiene practices or change their clothes.
- Employees may be trained to utilize an EpiPen, and may be trained on how to respond to diabetes and other life-threatening conditions if they are responsible for students with these conditions
- Employees assigned to a Functional Skills and Academics Class shall continue to meet the physical and personal care needs caused by their students' disability. This shall not include tracheotomy care and maintenance, administering medications (except on field trips and at other school supervised activities off-site with the school nurse's written plan), catheterization, or other duties of a medical nature unless there is approval between the nurse, teacher and the administrator.
- 16.13 Guidance team is the current District name for a team of staff that meets to discuss possible interventions for students who need interventions. Employees on the team shall receive the C-7 rate of pay for meetings outside the work day and shall not lose duty-free time if meetings are held during lunch.
- 16.14 The District shall have a plan for centrally-managing textbook and curriculum inventory to reduce workload for employees.

- 16.15 For the duration of the current collective bargaining agreement, the District shall provide \$18,000 per high school and \$5,000 per middle school for theme readers, collaborative scoring of student work, or online tools for the evaluation of student work. Each building's SDLT shall determine the distribution of these funds to departments, and the use of these funds shall be determined by the departments receiving the funds.
- 16.16 Teachers of Advanced Placement classes shall be given two (2) days of substitute release time or equivalent compensation at the long-term substitute pay rate for the term of the Agreement.
- 16.17 The District shall provide the equivalent of two (2) days of release time or the equivalent dollar amount at the long-term substitute rate of pay to all International Baccalaureate (IB) teachers.
- 16.17.1 The District shall provide an annual amount of release time for the administration of International Baccalaureate (IB) internal assessments. The amount of release time will be determined annually by multiplying the number of students taking the Language 1 (English) exam and the Language 2 (World Language) exam by 40 minutes.
- 16.17.2 At the request of the IB program, proctors to administer IB exams will be provided.
- 16.17.3 The District will provide and/or pay for required trainings for both International Baccalaureate and Advanced Placement teachers. Teachers required to attend such training will be paid at the C-7 rate for their time outside the contracted school year.
- 16.18 The scheduling of special education paraeducators to classrooms other than that of the special education teacher shall be made by the principal in collaboration with the special education teacher. This collaboration shall include two-way communication to understand the needs of the special education students, intent to reach a mutually-agreeable outcome, and a meeting if requested by either the employee or principal.
- 16.19 When students are being promoted from one level to the next, case managers from the sending school will meet with case managers from the receiving school to share information about the students. Case managers will collectively determine the format of transition/promotion meetings for students moving between levels. A designated representative of each special education program at each school (e.g., FSA, LC, each Mid-level program) shall participate in student transition/promotion meetings. Such teachers shall be allowed a minimum of two hours of compensation for transition/promotion meeting without prior authorization. If additional time is needed for such meetings, the teacher may contact their Special Education Director for authorization for additional paid time. This paid additional time will come from a pool of 500 hours, paid at the C-7 rate, and will be for the use of transition/promotion meetings beyond the options above that may require additional time due to the needs of the student(s). Staff, including special education teachers, general education teachers, and special education ESAs invited or requesting to attend these transition/promotion meetings and/or observations may access this pool via request to their Special Education Director.
- SEAT will determine on an annual basis the consistent information to be shared by sending teams by January.

The parties recognize that current IEP Teams have the responsibility to determine the best placement for students and ensure placement is in alignment and compliance with state law.

16.20 **ACTIVITY COORDINATOR**

16.20.1 Each comprehensive high school shall be staffed with a minimum .4 FTE release activity coordinator with the extended days identified in Section 15.16 and the stipend identified in Schedule 23SH.

16.21 **ATHLETIC DIRECTORS**

16.21.1 Each comprehensive high school shall be staffed with a 1.0 FTE athletic director with the extended days identified in Section 15.16 and the stipend identified in Schedule 23SH.

16.21.2 Each comprehensive high school shall be staffed with at least 7.0 hours per day of administrative office support for the athletic program.

16.21.3 Athletic directors shall be allowed to flex their daily work schedules when teams or individual students participate in competitions after the completion of the Kingco competition or other culminating event. When doing so, the total amount of daily work time will remain the same each day, supervisors must be notified in advance, and the needs of students and their families must be met.

16.22 **HIGHLY CAPABLE SERVICE DELIVERY**

Students will receive reading instruction at their District-determined qualification level which is at least a year above for reading instruction. Students will receive math instruction at their District-determined qualification level which is at least one year above in grade 2 to two years above by grade 5.

The District will provide clear and consistent expectations for instruction along with a scope and sequence toolkit to ensure fidelity. The toolkit will include SEL tools specific to the needs of students who qualify for highly capable services.

The District will ensure that all educators of students with a highly capable designation have access to appropriate curricular resources, a consistent set of core curriculum and materials across all buildings, and appropriate professional development.

Teachers will grade reading on grade level. Teachers will grade math at the NSD determined grade level for students who have received the highly capable math designation.

The District will provide a semester report card insert for instructional staff to utilize that explains the grading of students in grades 2-5 who are receiving highly capable services.

For classroom employees receiving additional students for a period of the day (approximately 60 minutes or less) for accelerated math services, which places them in an overload category as defined in the overload matrix, the employees will receive \$525 per semester.

CASELOAD/OVERLOAD MATRIX

This matrix is a summary of the text found in Article 16. Refer to the text for more details and information.

SECONDARY GENERAL ED. CLASS SIZE (Employees receive the higher of relief for their largest class size OR total case load)	Caseload Ratio	Step #1 Overload Pay Point. \$275 per semester begins at:	Step #2 Overload Pay Point. \$250 additional per semester begins at:	Step #3 Overload Pay Point. \$225 additional per semester begins at:	Step #4 Overload Pay Point. \$100 additional per student per semester begins at:	Substitute release or equivalent long- term pay (at Step #)
Secondary (class size)	31:1	32:1	33:1	34:1	35:1	1.5 days per semester (at Step
SECONDARY GENERAL ED. TOTAL CASE LOAD (Employees receive the higher of relief for their largest class size OR total case load)	Caseload Ratio	Step #1 Overload Pay Point. \$525 per semester begins at:	Step #2 Overload Pay Point begins at:		Substitute release or equivalent long-term pay (at Step #)	
Secondary (total case load)	150:1	151:1	156:1 Additional pay of \$225 per semester per each additional 5 students (i.e., 156:1, 161:1, etc.)		1.5 days per semester (at Step #1)	
ELEMENTARY GENERAL ED.	Caseload Ratio	Step #1 Overload Pay Point. \$525 per semester begins at:	Step #2 Overload Pay Point. \$300 additional per student per semester begins at:		Substitute release or equivalent long-term pay (at Step #)	
Full-day Kindergarten - 1.0 day	24:1	25:1	26:1		1.5 days per semester (at Step #1)	

ELEMENTARY GENERAL ED.	Caseload Ratio	Step #1 Overload Pay Point. \$525 per semester begins at:	Step #2 Overload Pay Point. \$300 additional per student per semester begins at:	Substitute release or equivalent long-term pay (at Step #)
Grade 1	24:1	25:1	26:1	1.5 days per semester (at Step #1)
Grades 2-3	26:1	27:1	28:1	1.5 days per semester (at Step #1)
Grades 4-5	27:1	28:1	29:1	1.5 days per semester (at Step #1)
Northshore Networks	25:1 (See Section 16.4.3.3)	26:1	27:1	1.5 days per semester (at step #1)
District Assigned Split Classes	\$900 per semester plus 2 hours of Paraeducator time (See Article 16.2.3.)			
Elementary Music and PE	\$525 per semester begins at over 28 45-minute sections of student contact time.			
Elementary Librarian	\$525 per semester begins at over 22 45-minute sections of student contact time.			

SPECIAL EDUCATION	Caseload Ratio	Step #1 Overload Pay Point. \$760 per semester begins at:	Step #2 Overload Pay Point. \$250 additional per student per semester begins at:
Early Childhood	16:1 and 6.5 hours of Paraeducator time	17:1	18:1 When the number of IEPs reaches 24, a 4-hour Paraeducator will be assigned to the class. At 28 IEPs, a 1.0 Cert will be assigned to the class.

SPECIAL EDUCATION	Caseload Ratio	Step #1 Overload Pay Point. \$760 per semester begins at:	Step #2 Overload Pay Point. \$250 additional per student per semester begins at:
Itinerant Early Childhood Program	20:1	22:1	23:1 At 27 IEPs, a .2 Cert will be added. For each additional 5 IEPs, another .2 Cert will be added.
Elementary Blended Mid-Level Classes	12:1 and two 6.5 hour Paraeducators	13:1	15:1 When the number of IEPs reaches 18, a 4-hour Paraeducator will be added. At 22 IEPs, a 1.0 Cert and a 6.5 Paraeducator will be added. When the number of Kindergarten students exceeds four (4), a 4-hour Paraeducator shall be added.
Elementary Sensory Mid-Level	Until the workload model is adopted, all elementary Mid Level Sensory caseloads will be 10:1 and two 6.5 hour Paraeducators	11:1	12:1 When the number of IEPs reaches 15, a 4-hour Paraeducator will be added. At 18 IEPs, a 1.0 Cert and a two (2) 6.5 hour Paraeducators will be added.

SPECIAL EDUCATION	Caseload Ratio	Step #1 Overload Pay Point. \$760 per semester begins at:	Step #2 Overload Pay Point. \$250 additional per student per semester begins at:
Elementary Social-Emotional Mid-Level Classes	Until the workload model is adopted, all elementary Social/Emotional caseloads will be 10:1 and two 6.5 hour Paraeducators	11:1	12:1 When the number of IEPs reaches 15, a 4-hour Paraeducator will be added. At 18 IEPs, a 1.0 Cert and two (2) 6.5 hour Paraeducators will be added.
Elementary Functional Skills and Academics Class	Until the workload model is adopted, all FSA caseloads will be 8:1 and two 6.5 hour Paraeducators	9:1	10:1 When the number of IEPs reaches 12, a 4-hour Paraeducator will be added. At 14 IEPs, a 1.0 Cert and a two (2) 6.5 Paraeducators will be added.
Elementary Learning Centers	Until the workload model is adopted, all LC caseloads will be 25:1 and one 6.5 hour Paraeducator	29:1	32:1 When the number of IEPs reaches 35, a .5 teacher and 4-hour Paraeducator will be added.
Middle School ASPIRE Class	Until the workload model is adopted, all Aspire caseloads will be 10:1 and 6.5 hours of Paraeducator time and a 2 nd 6.5 hour Paraeducator if no District 1:1 Paraeducator assigned	11:1	12:1 When the number of IEPs reaches 15, a 4-hour Paraeducator will be added. At 18 IEPs, a 1.0 Cert and a two (2) 6.5 Paraeducators will be added.

SPECIALIST SUPPORT (ESAs)	Caseload Ratio	Step #1 Overload Pay Point. \$760 per semester begins at:	Step #2 Overload Pay Point. \$250 additional per student per semester begins at:
Middle School Learning Centers	Until the workload model is adopted, all LC caseloads will be 25:1 and 6.5 hours of Paraeducator time, with a minimum of two 6.5 hour Paraeducators at each middle school	28:1	31:1 An additional 4-hour Paraeducator will be added when the number of IEPs beyond a multiple of 25 (e.g. 50 at MS, 75 at HS, etc.) is exceeded by 12.
Middle School Mid-level Classes	Until the workload model is adopted, all secondary Mid Level caseloads will be 10:1 and two 6.5 hour Paraeducators.	11:1	12:1 When the number of IEPs reaches 15, a 4-hour Paraeducator will be added. At 18 IEPs, a 1.0 Cert and a two (2) 6.5 hour Paraeducators will be added.
Middle School Functional Skills and Academics Classes	Until the workload model is adopted, all FSA caseloads will be 8:1 and two 6.5 hour Paraeducators	9:1	10:1 When the number of IEPs reaches 12, a 4-hour Paraeducator will be added. At 14 IEPs, a 1.0 Cert and a two (2) 6.5 hour Paraeducators will be added.
High School ASPIRE Class	Until the workload model is adopted, all Aspire caseloads will be 10:1 and 7.0 hours of Paraeducator time and a 2 nd 7.0 hour Paraeducator if no District 1:1 Paraeducator assigned.	11:1	12:1 When the number of IEPs reaches 15, a 4-hour Paraeducator will be added. At 18 IEPs, a 1.0 Cert and a two (2) 7.0 hour Paraeducators will be added.

High School Learning Centers	Until the workload model is adopted, all LC caseloads will be 25:1 and 7.0 hours of Paraeducator time, with a minimum of three 7.0 hour Paraeducators at each high school.	29:1	32:1 An additional 4-hour Paraeducator will be added when the number of IEPs beyond a multiple of 25 (e.g. 50 at MS, 75 at HS, etc.) is exceeded by 12.
High School Mid-level Classes	Until the workload model is adopted, all secondary Mid Level caseloads will be 10:1 and two 7.0 hour Paraeducators.	11:1	12:1 When the number of IEPs reaches 15, a 4-hour Paraeducator will be added. At 18 IEPs, a 1.0 Cert and a two (2) 7.0 hour Paraeducator will be added.
High School Functional Skills and Academics Classes	Until the workload model is adopted, all FSA caseloads will be 8:1 and two 7.0 hour Paraeducators	9:1	10:1 When the number of IEPs reaches 12, a 4-hour Paraeducator will be added. At 14 IEPs, a 1.0 Cert and a two (2) 7.0 hour Paraeducators will be added.
Occupational and Physical Therapist (PT/PTs)	30:1 or 20 hours per week. Pool of 80 hours to address overloads.		
Speech Language Pathologists (SLPs)	46:1 (Staffing determined June 10)	47:1 \$525 per semester See Article 16.4.5 B	Additional pay of \$250 per semester per each additional 5 IEPs over 47 (i.e., 52:1, 57:1, etc.).

SPECIALIST SUPPORT (ESAs)	Caseload Ratio	Step #1 Overload Pay Point. \$760 per semester begins at:	Step #2 Overload Pay Point. \$250 additional per student per semester begins at:
Psychologists	1: 900 K-12 FTE, plus 1.1 additional FTE for Early Childhood and a 1.0 additional FTE Floater. See Article 16.4.5 C	See Article 16.4.5 C	
Secondary Counselors	High School (not including SAS and NLO), 1:325 (Headcount) Middle School 1:365 (Headcount) beginning in 2020-21 Minimum of 3.0 FTE (except for SAS and NLO) SAS: 1 Counselor See Article 16.4.4	See Article 16.4.4	

Addition to overload matrix:

Caseload Ratio	Step #1 Overload Pay Point, \$525 per semester begins at	Step #2 Overload Pay Point, \$300 additional per student per semester begins at:	Substitute release or equivalent long- term pay (at step #)
25:1	26:1	27:1	1.5 days per semester (at step #1)

ARTICLE 17 CERTIFICATED SUBSTITUTES

17.1 This Article shall govern the wages, hours, and working conditions of certificated substitutes represented by the Association. Provisions contained in other portions of the Agreement shall apply to such certificated substitutes only to the extent specifically incorporated by reference into this Article 17.

17.2 ASSOCIATION MEMBERSHIP

- A. A substitute teacher shall have the right to become and continue being a member of the Association by voluntarily signing a membership form with the Northshore Education Association.
- B. Association dues will be determined by the Association at the beginning of each school year and notification for payroll deduction will be provided to the school district by the Association on or before September 10. The Association will also provide the District, by the 10th of each month, the current list of substitutes who voluntarily become members. Such membership shall continue year to year unless the substitute submits a written revocation to the District and the Association between August 15 and September 30 in the school year for which the revocation is to take effect.

17.3 SUBSTITUTE TEACHER SUPPORTS

Upon being accepted into the Northshore School District Substitute Pool, substitute teachers will be:

- A. Provided a copy of the Northshore School District Substitute Handbook. Substitutes may submit suggestions to the Substitute Office for revisions of the handbook.
- B. Provided with this Article of the Collective Bargaining Agreement upon becoming members of the Association.
- C. Provided with a network login ID and password
- D. Photographed and issued a Substitute Teacher ID badge
- E. Substitutes will be encouraged to engage in district sponsored professional development and will be able to enroll in such opportunities as space allows.

For each substitute assignment, teachers will receive:

- A. A standardized Substitute Packet that will include a school map, bell schedules, important contact information, and emergency procedures;
- B. A key to the classroom for the room in which they will be working; and
- C. A loaner computer if no computer is available in the classroom.

17.4 CONDITIONS OF EMPLOYMENT

- A. RATE OF PAY – There shall be three rates of pay for substitutes; regular daily, long-term, and retiree. Pay rates are attached to this Agreement as Addendum C-9.
 - 1. REGULAR DAILY SUBSTITUTE – A regular daily substitute is defined as an individual who is employed as a substitute for not more than twenty (20) full days.
 - 2. LONG TERM SUBSTITUTE – The long-term rate of pay, as per Addendum C-9, shall be provided to substitutes for more than twenty

(20) cumulative full days of service when accumulated within a period of two (2) years. Once qualified, the long-term rate will carry over to subsequent years of service as a substitute, as long as the substitute continues substitute employment. A substitute who resigns their employment or accepts employment in another district and is not available to substitute during a given school year and who is subsequently reemployed will not qualify for the long-term rate until accumulating twenty (20) additional cumulative full days of service.

- a. Substitutes hired for twenty (20) consecutive days or longer will be placed on a non-continuing contract and paid according to their placement on the Teachers' Salary Schedule. Substitutes for certificated employees receiving a Professional Improvement Leave (PIP) will not be placed on a non-continuing contract.
 - b. Rates of pay for Fridays shall be increased by \$25 for all substitutes who are not placed on the certificated base salary schedule.
 - d. Substitutes in an assignment that will last longer than 20 consecutive days will be expected to meet the parent conference schedule that would have been expected of the regular employee whose position is being filled.
 - d. Visitations to home or job sites are optional for substitutes except as required of the regular employee whose position is being filled or as part of normal job responsibilities of the particular position: e.g., special education, vocational education, nurses, social workers, home instruction, or as may be required by state law and state regulations.
3. RETIREE SUBSTITUTE – A retiree substitute is defined as an individual who has officially retired from a public or private school system serving students in kindergarten through grade twelve. Documentation of retirement is required.
 4. Substitute pay will increase for the 2023-24 school year at an increase of 3.7%. For the 2024-25 school year, the substitute pay shall be increased by a percentage equal to the state's inflationary adjustment index identified in RCW 28A.400.205 (currently the implicit price deflator).
 5. Substitutes who are assigned additional teaching assignments during a planning period will be paid an additional twenty-five dollars.
 6. Substitutes who work an assignment that changes between the time the assignment was accepted and their arrival to the school building will be paid an additional twenty-five dollars for that school day.

B. WORKDAY

1. Substitutes may be assigned for a half-day, defined as three hours and forty-five minutes (3.75 hours), or a full-day, defined as seven hours and thirty minutes (7.5 hours). Full day assignments include a thirty minute (30), duty-free, uninterrupted lunch time.
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.
3. Substitutes may voluntarily participate in noncontracted activities after the normal student day and on non-school days or overnight (i.e. outdoor education programs). Participation or lack thereof shall not adversely affect any substitute in their employment.
4. 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 they cannot be immediately reassigned by the Substitute Office, and shall be paid at the half-day rate.
5. The District will attempt to assign substitute teachers as requested by contracted teachers.

17.5 ASSIGNMENT AND INTERVIEW CONSIDERATIONS

- A. Substitute teachers who make application to the District and meet the qualifications for the position(s) sought are eligible for interview consideration.
- B. Upon request, a substitute will be informed by the Building Administrator or Human Resources Representative when a problem arises regarding job performance which may result in their exclusion from a classroom or building.
- C. If a substitute assignment changes after the job has been accepted, the substitute will be notified of the change, and offered a \$25 premium to accept the new assignment. The substitute will also be provided the opportunity to refuse the change and maintain their original assignment without the premium.

If a substitute reports to an assignment and the assignment is no longer available, they will be offered the choice of accepting another available substitute assignment with the \$25 premium for the change or accepting payment at the half day substitute rate for reporting to the assignment that was not available.

17.6 DISCIPLINE OF STUDENTS

- A. The District and substitute employees shall require acceptable behavior on the part of all students who attend school in the District. Such discipline shall be consistent with the law and District-adopted student discipline policy
- B. The District shall support employees in their efforts to maintain discipline and, further, shall support the authority of using prudent disciplinary measures by substitute employees
- C. A substitute teacher may remove a pupil from a class session for sufficient cause. The teacher will furnish the principal, as promptly as teaching obligations will allow, full particulars of the above incidents in writing

- D. The substitute teacher shall have the responsibility to notify the building administrator of deviant or disruptive behavior of a student which may lead to suspension or expulsion.

17.7 LIABILITY INSURANCE BENEFITS

- A. The district designates substitutes as named insureds on the District's general liability policy. The scope of a substitute's coverage shall be limited by the terms of the District's policy. The District shall also provide substitutes with the same liability protection as provided all employees for errors and omissions
- B. As required by RCW 28A.400.370, the District shall provide insurance covering substitutes engaged in the maintenance of order and discipline and the protection of school personnel and students and property thereof.

17.8 SERVICE APPLICATION TO HIRING

- 17.8.1 A substitute teacher who is subsequently employed by the District shall be allowed to count all applicable days as allowed by the State Rules and Regulations as they apply to the Northshore Teachers' Salary Schedule.

17.9 SUBSTITUTE GRIEVANCE PROCEDURE

- 17.9.1 A grievance is a claim filed by a substitute employee and/or the Association with the consent of an aggrieved substitute employee alleging that the District has violated, misinterpreted, misapplied, unfairly applied, or not applied any provision of this Agreement which affects said employee and which shall be processed as hereinafter provided. This Article shall not limit an employee's right to discuss a complaint via administrative channels and to solve the problem without resorting to these grievance channels. It is usually most desirable for a substitute employee and the appropriate administrator to resolve problems through free and informal communications. Substitute employees may obtain grievance forms from the Association Office or the District Human Resources Office.
- 17.9.2 Step 1 – Within twenty (20) school days following knowledge by the grieving substitute employee(s) of an alleged violation, misapplication, misinterpretation, unfair application, or lack of application of any provision of this Agreement affecting a grieving substitute employee, the substitute employee(s) shall invoke this grievance procedure by filing a written claim with the supervisor immediately involved in the dispute. If the grievance involves more than one school building, it may be filed with the Superintendent or their designee. Within five (5) school days of receipt of the grievance claim, the immediate supervisor shall schedule a meeting with the grievant and such meeting shall be held within ten (10) days of receipt of the grievance. The grievant may be represented by an Association grievance representative at the grievant's sole option, in an effort to resolve the grievance. The immediate supervisor shall answer the claim in writing within ten (10) school days of such meeting and shall furnish a copy thereof to the grievant. Such answer shall include the reasons upon which the decision is based.
- 17.9.3 Step 2 – If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) school days of such meeting, the grievance shall be transmitted by the grievant to the Superintendent or their designee within ten (10) school days. The Superintendent or their designee shall schedule a meeting with the grievant within five (5) school days of receipt of the grievance, and such meeting shall take place within ten (10) school days of receipt of the grievance.
- 17.9.4 Step 3 - If not satisfied with the disposition of the grievance at Step 2, the grievant shall, with the consent of the Association, within twenty (20) school days so advise the

Superintendent or their designee of the intent to submit the dispute to arbitration. Once notice to the superintendent or designee is provided, the parties shall meet to mutually identify the arbitration agency which will handle the matter; provided, however, if the parties are unable to agree upon an arbitration agency to submit the dispute, the matter will be forwarded to the American Arbitration Association (AAA), or other mutually agreed upon agencies, such as the Federal Mediation and Conciliation Service (FMCS), for processing.

- A. Arbitration shall be conducted by an arbitrator selected by the District and Association from a list of persons submitted to them by the arbitration agency agreed upon in accordance with that agency's selection rules.
- B. During arbitration under this Agreement, the agreed upon arbitration agency's rules shall apply; additional rules may be adopted by the arbitrator. By mutual consent, expedited rules shall apply.
- C. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. They shall decide all arbitrability issues. Upon request of either party, the merits of the grievance and the arbitrability issues arising in connection with the grievance shall be consolidated for hearing before the arbitrator, provided, however, that the arbitrator shall consider any questions of arbitrability of the grievance prior to hearing the merits of the grievance.
- D. During arbitration, neither party may present any documentary evidence to the arbitrator not previously disclosed to the other party.
- E. The arbitrator shall determine or award, which shall be published in writing no later than thirty (30) calendar days from the date of the hearing or, if oral hearings have been waived by both parties, then from the date the final statement and proof are submitted to the arbitrator. The decision or award shall set forth the arbitrator's findings of fact, reasoning, and conclusions on the issues submitted and shall be final and binding on both parties.

17.9.5 Except that, as a step prior to arbitration and with mutual agreement between the District and the Association, mediation procedures may be utilized with a jointly selected Arbitrator/Mediator.

17.9.6 Arbitration costs. Each party shall bear its own costs of arbitration, except that the fees and charges of the arbitrator shall be borne by the party not sustained.

17.9.7 Enforcement. The grievant or the District may enter a decision or award of the arbitrator in any court of competent jurisdiction if the other party fails to follow the arbitrator's decision or award.

If a motion to vacate the arbitrator's decision or award is entered in a court of competent jurisdiction, each party shall bear its own costs of such action.

17.9.8 Time limits. The time limits provided in this Article shall be strictly observed, unless extended by mutual written agreement between the parties. Failure of the District to observe time limits shall entitle the grievant to a finding on the grievance in their favor, provided that the arbitrator determines that the grievant's claim is arbitrable. Failure of the grievant to observe time limits shall terminate their right to proceed with the grievance.

During the period following June 1 and before the first contracted day for the grievant in the next school year, the term "school day" shall mean "week day," exclusive of holidays.

- 17.9.9 Grievance and arbitration meetings or hearings. All meetings or hearings held pursuant to this grievance procedure shall be scheduled at a time and place mutually acceptable to the parties. No employee involved in a grievance meeting or hearing as a witness or a grievant shall suffer loss of salary or other benefits.
- 17.9.10 Continuity of grievance. Notwithstanding the expiration of this Collective Bargaining Agreement, any grievance filed hereunder prior to such expiration may be processed through the grievance procedure until resolution.
- 17.9.11 No reprisals. There shall be no reprisals of any kind by the District or the Association against any grievant or other employee participating in the grievance procedure.
- 17.9.12 Selection of forum. Upon submission of a grievance to arbitration, the grieving employee and the Association waive access to any other forum which may be available for resolution of the grievance claim.

17.10 PROFESSIONAL DEVELOPMENT

17.10.1

- A. The District will offer at least a half-day professional development opportunity for all substitutes each year on skills necessary for effective substitute service in the Northshore School District. Beginning in the 2017-18 school year, this opportunity will be offered prior to the first day of school and again mid-year
- B. The District shall make professional development webinars available to substitute employees throughout the school year regarding use of District technology tools.
- C. The District shall provide all substitute employees access to open seats at professional development opportunities scheduled outside the school day or school year. The District HR office will, upon request, assist such employees with instructions for registering for such opportunities through the District's professional development software, and checking on the availability of open seats.
- D. Substitutes with written replacement employee contracts shall be included in professional development opportunities on the same basis as the teacher they are replacing.

ARTICLE 18 EDUCATIONAL EMPLOYEE RIGHTS AND RESPONSIBILITIES

- 18.1 The rights granted to employees hereunder shall be in addition to those provided elsewhere.
- 18.2 The District recognizes the right of employees to join, support, and assist the Association for the purposes of engaging in collective bargaining for wages, hours, and terms and conditions of employment.
- 18.3 The religious, political, and/or private persuasions of an employee, which do not become manifest in conduct harmful to the employee-student relationship or in activities adversely impacting the performance of assigned duties, shall not be grounds for disciplinary action.

- 18.4 The District recognizes the right of each employee to enjoy fair and equitable treatment without regard to age, race, color, creed, religion, national origin, sex, sexual orientation (including gender expression or identity), genetic information, marital status, honorably discharged veteran or military status, or the presence of sensory, mental, or physical disability or use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification, in accordance with this Agreement and federal state law.
- 18.5 In cases that may lead to formal disciplinary action, or at the request of the employee, said employee may be represented by counsel and/or an Association representative of their own choice, provided that this right shall not be exercised in a manner designed to unnecessarily delay disciplinary proceedings. Further, in the event a disciplinary action may be taken, the employee shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.
- The District will provide regular training to supervisors, at least twice annually, regarding notifying employees of their right to representation at meetings that may lead to discipline.
- The District will provide employees with access to professional interpretation and/or translation services if needed for conversations that may lead to disciplinary action. Employees may also elect to utilize a preferred support person to provide translation. Information about how to utilize translation and interpretation services will be posted at all worksites.
- 18.6 No employee shall be disciplined without just and sufficient cause. Depending upon the seriousness of the situation, the selection of disciplinary action will be progressive and may include, but is not limited to, warning, reprimand, and/or suspension with pay.
- 18.7 Any complaint against an employee by a parent, student, or other person(s) that will form the basis of a disciplinary or adverse action or a negative evaluation will be called to the attention of the employee within twenty (20) days of such knowledge of the complaint. The employee will be told the substance of the complaint and apprised of the procedures to be followed. In the case of written complaints, a copy of the complaint will be sent immediately to the employee against whom the complaint is lodged.
- 18.8 The employee shall have the opportunity to respond to the complaint within a reasonable amount of time, but no longer than five (5) work days. At the employee's option, an Association representative and/or the employee's representative shall be present at any meetings related to the complaint held with the employee. The District shall give the employee the opportunity to consult the Association and/or other representative prior to any formal investigation.
- 18.9 Employees shall be responsible to exercise their professional judgment to:
- 18.9.1 Implement the District's prescribed curriculum and enforce, within their area of responsibility, the rules and regulations of the school district, the State Superintendent of Public Instruction, and the State Board of Education, taking into due consideration individual differences among students, and maintain and render appropriate records and reports pertaining thereto.

- 18.9.2 Maintain good order and consistent with the law and the provisions of this Agreement. The District shall support such employees in the prudent use of their authority to maintain such order and discipline.
- 18.9.3 Hold accountable students under their supervision while in school.
- 18.9.4 Require excuses from minor students in cases of absence, tardiness or early dismissal.
- 18.9.5 Observe the substantive and procedural due process rights of pupils.
- 18.9.6 Provide a written explanation, if required by the principal, when an employee removes a pupil from class for disciplinary reasons.
- 18.9.7 Be available at reasonable times during the work day for parent conferences and/or student help.
- 18.9.8 Support, enrich, integrate and adapt the curriculum to meet the instructional needs and interests of students (consistent with 18.9.1).
- 18.9.9 Use pacing guides to maintain program coherence and align with assessment and reporting timelines, but not to limit teacher responsibility to respond to student needs and interests (consistent with 18.9.1).
- 18.9.10 Communicate with students and families utilizing a variety of tools that may include conferences, e-mail, newsletters, telephone, websites and blogs.
- 18.9.11 Determine when and how students may use their personal technology in their classroom.
- 18.10 The District shall assist employees subjected to insult, abuse, intimidation, or threat of force or violence during the performance of assigned duties. Assistance will be tailored to fit the circumstances of each situation. In addition to considering other forms of assistance, the principal or supervisor will consider relieving the employee of the assigned duty during which they were subjected to insult, abuse, intimidation, or threat of force or violence. (See Northshore School Board Policy Number 4316 "Violence Free Environment" in the Handbook for Rights and Responsibilities Concerning Pupil Conduct for Students and Employees.)
- The District shall maintain a civility policy that requires civil disclosure from all members of the educational community, including but not limited to students, staff, and parents. This policy will address, amongst other issues, cyber harassment. The Association will provide input into the initial policy and any amendments thereafter through AALT.
- 18.11 The District shall provide to each employee a summary of the District eligibility requirements and entry procedures to refer a child for special education. Each building shall receive five (5) copies of the Special Education Administrative Procedures Handbook.
- 18.12 Sufficient materials and compensated professional development will be provided to teachers for the successful implementation and teaching of any new or updated adoptions in curriculum, assessments, and/or instructional programs (including intervention programs). For a comprehensive district-wide curriculum adoption (e.g., math, science, literacy), a multi-year roll-out may be needed in order to prepare and support staff in

the change and adoption of 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.

Full implementation would not be expected until the final year of the roll-out when all staff have received sufficient curriculum, materials and training for the successful teaching of students. Prior to an adoption or requirement that an employee implement any of the above, it shall be reviewed and recommended to the school board by the Curriculum Materials Adoption Committee.

- 18.13 The District shall enroll nonresident students who are the children of employees, and permit such students to attend at the school to which the employee is assigned; or at a school forming the District's K through 12 continuum which includes the school to which the employee is assigned; or at a school in the District that provides early intervention services pursuant to RCW 28A.155.065 or preschool services pursuant to RCW 28A.155.070, if the student is eligible for such services. The District may deny enrollment 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 memberships; (b) the student has been expelled or suspended from a public school for more than ten consecutive days; or (c) enrollment of the student would displace a child already attending the school and who is a resident of the District. However, if a student admitted under this section is already admitted to a school, that student shall be permitted to remain enrolled at that school, or that K-12 continuum until they have completed their schooling. Students who are the children of District employees shall have preference and priority in all-day Kindergarten selection and boundary exception decisions over students who are children of non-employee parents. However, no student currently attending a school may be displaced by such preference.
- 18.14 Each school shall maintain a notebook of monthly budget reports for the school in the school office, available to employees upon request.
- 18.15 When the District receives a request for public records about an employee, the District shall promptly notify the employee of the specific request. The District shall inform the employee that it will make available documents it intends to release to the employee and the Association, unless the employee objects to making the documents available to the Association. The District shall give the employee and Association a reasonable opportunity (five (5) business days whenever possible) to review the records, request copies, and raise any lawful objection to the release of such records prior to public disclosure. If the number of pages to be released is not greater than twenty (20), the District shall upon request, electronically send them to the Association, provided the employee has not objected. Under RCW 42.56.250, the District will not release personally-identifiable information of employees who are participants in the state's address confidentiality program or have provided a qualifying sworn statement to Human Resources regarding their or their dependent's status as a survivor of domestic violence, sexual assault, sexual abuse, stalking, or harassment.
- 18.16 Some NSEA bargaining unit members serve in positions such as teacher on special assignment (TOSA), coordinator, mentor, coach or specialist. These assignments may be made because of special skill or knowledge in a subject or program area, to support other certificated employees through coaching, mentoring or professional development, or to assist with the implementation or adoption of curriculum and instructional materials. Non-supervisory certificated employees serving in these roles will not be requested,

expected or allowed to supervise or evaluate other non-supervisory certificated employees. Administrators will not ask NSEA bargaining unit members for evaluative opinions, observations or data on other NSEA bargaining unit members.

Administrators may discuss individual employee performance with another NSEA bargaining unit member only with the permission of the employee whose performance is to be discussed.

TOSAs may return to their former position and school the year following their first year as a TOSA unless the position has been eliminated due to layoff, displacement or a necessary reassignment due to a change in class offerings.

- 18.17 As a vital component of professional judgment, employees shall be responsible for decisions regarding instructional methodology, provided that questions of inclusion or exclusion of methodology shall be directed to the departmental staff, the building principal, and the District Instructional Services Department for resolution.
- 18.18 Employees shall be responsible for decisions regarding materials used for the instruction of students consistent with the provisions of this Agreement, District policy, state and federal statutes.
- 18.19 Employees will participate in curriculum and new course adoptions consistent with procedures established and reviewed collaboratively.
- 18.20 Employees shall be allowed to serve as a substitute at times that do not conflict with regularly scheduled duties or other terms of this Agreement (which may be waived by the District and Association in individual cases).
- 18.21 Employees who are requested by the District to spend time outside the regular work day preparing for or participating in legal proceedings that have been filed by or against the District shall be compensated at per diem for additional time as agreed upon in advance by the employee and appropriate administrator.
- 18.22 Employees who bill services to Medicaid shall be compensated at the C-7 rate of pay for 10 minutes per month for each student for whom billing is submitted.
- 18.23 Co-teaching (K-12) will be voluntary and mutually agreed upon between the special education teacher, general education teacher, and the administrator. Building administrators, counselors, IEP case managers, and classroom teachers will consider the students intentionally placed in co-teach classroom based on IEP goals. All parties responsible for creating class schedules/compositions will consider class composition in co-teach classrooms. The ratio of students with IEPs to students without IEPs will be considered when creating co-teach classes. At the secondary level, co-teach classrooms will be proportionally smaller than non co-teach classes in the same subject/content area. Administrators and impacted staff will determine a common weekly planning time during the contracted day for the co-teaching partners. If teachers agree to meet during their before/after school time, they can work with their administrator to flex a future work day.

Professional Development: The District will offer paid and consistent co-teaching professional development utilizing a model mutually agreed upon by the parties for staff who are co-teaching and/or for interested in co-teaching.

The district will offer co-teaching professional development during the summer institute for co-teach teams utilizing the mutually agreed upon model. Responsibilities of the co-teachers shall be determined according to the mutually agreed upon model in a written plan designed by the co-teachers with the approval of their immediate supervisor. This plan can be modified at any time as needed.

- 18.24 Special Education teachers will be provided funds to purchase essential curriculum materials in the following amounts.

Pre-school	\$17 per student
Elementary	
Functional Skills and Academics	\$21 per student
Mid-level	\$21 per student
Learning Center	\$21 per student
Secondary	
Functional Skills and Academics	\$21 per student
Mid-level	\$21 per student
Learning Center	\$21 per student
SLP Department	\$225 per SLP FTE
OT/PT Department	\$180 per OT/PT FTE

The pre-school funds provided above are in addition to tuition money generated from the peer-based pre-school model.

Special Education teachers who do not anticipate spending their portion of the materials allocation by February 1 of any given year may share that materials allocation with other special education staff within their building.

The District will maintain a list of suggested materials for areas of need so teachers can choose.

Building Funds

\$1000 from each building's budget will be designated for adaptive seating, motor, and sensory equipment and materials.

District Based Funding and Material Management

The District will provide an annual budget line item for large general therapy equipment/adaptive equipment to be determined by OT/PT staff and approved by OT/PT admin (designated special education director).

The District will develop an inventory control system and depreciation cycle for large general therapy and adaptive equipment.

- 18.25 Special education instructional staff (teachers and paraeducators) in various classrooms with more restrictive environments (currently any service model other than Learning Center), or if needed upon request to the building administrator based on student needs, will be provided access to communication devices that allow staff to communicate with

one another immediately and discreetly when working outside of their home classroom.

18.26 The District shall provide appropriate curriculum materials and the following supports each year to teachers of All Day Kindergarten and any others required to meet the requirements of the State's WaKIDS program:

- Up to fifteen (15) per diem hours timesheeted for the term of this Agreement, buildings may supplement with additional hours or substitute time as needed using other district or building funds.
- Three non-student days scheduled on the first three student days each school year for the purpose of holding the Family Connections parent conferences;
- Two days of WaKIDS training, provided by the State and compensated at the teacher's per diem rate of pay, for each teacher new to WaKIDS (and for previously-trained teachers if required by the State for ongoing assessment training);
- If requested by a teacher, an electronic tablet for the purpose of recording assessment observations; and
- Collaborative efforts to minimize duplication of assessments that measure the same skills at the same time in the school year.

18.27 Multilingual employees will not be required to leave their regular assignment to provide translation or interpretation services.

The District will provide training in the use of interpretation and translation services. When translation or interpretation is needed to support a student or their families, school staff will make an attempt to use the District's translation and interpretation service provider(s) prior to asking a multilingual staff member for such assistance.

18.28 School staff will be informed annually about the spaces in schools in which District security cameras are placed for safety purposes, including the cameras that are used in common spaces that are also used as instructional spaces (e.g. gymnasiums and theaters).

Cameras in instructional spaces will not record during instructional time.

18.29 When the District receives notice threatening adverse legal action, legal claim, demand for damages, and/or lawsuit is filed and the complaint is brought against the employee based on their actions as a District employee, the Association will be notified.

18.30 In Northshore, professional learning is a priority to ensure consistent professional knowledge and practices that create a sense of belonging and a rigorous, inclusive, and accessible education for all students. To that end:

- The district will provide training in UDL, co-teach, and de-escalation and make it available to all staff.
- The district will provide training for Certificated and ESP staff on Co-Planning, ableism, assistive technology, culturally responsive practices, trauma informed practices, student participation in their IEP process, and anti-biased training.
- The district will provide a synchronous or in-person paid annual compliance training for all special education staff before the first day of school each year.
- NSD will utilize a co-teaching model mutually agreed upon by the parties.
- In order to maximize resources, the district will utilize existing PD available through OSPI, WEA, Haring Center, TIES, AWSP, ESD, etc.

- Training will be available in a variety of modalities, including in-person, live online, asynchronous, etc.

18.31 The District will continue to provide paid full CPI training and renewal to designated staff (e.g., Aspire, ATP, Early Childhood, FSA, SEL, Sensory, and paraeducators and case managers who are assigned to support students with ERPs). Learning Center staff, who are not otherwise eligible, may request the paid full CPI training through the Regional Special Education Director, with the expectation that a response be provided within one week. If denied, staff may appeal to the administrator in charge of Human Resources and an NSEA representative.

18.32 Microaggressions

The District will provide professional development on microaggressions as part of biannual CCDEI (cultural competence, diversity, equity, and inclusion) training.

Employees who experience microaggressions are encouraged to:

- Contact their building administrator for resources and support;
- Contact the Racial and Educational Justice Department for resources and support;
- Use the discrimination policy to assist in addressing microaggressions;
- Use and reference the district civility policy to assist in addressing microaggressions; and/or
- Use district policy 4312 (complaint concerning staff or program) if and when appropriate.

ARTICLE 19 JOB SHARING

19.1 Job sharing shall refer to two (2) employees sharing one (1) full-time position, creating one full-time, long-term leave position. In the interest of providing employees the opportunity to reduce their work schedule to fulfill personal needs, the District makes available a job sharing provision of limited duration, according to 19.3

19.2 Job sharing may be available to employees who have continuing contracts with the District and who have indicated in writing to the Administrator in charge of Human Resources and their respective building principal by March 15 of their desire to job share for the ensuing school year. Such an application will include a Job Share Plan. Responsibilities of an assignment by two (2) job sharers may be divided and/or allocated according to a plan designed by the job sharers, with the approval of their immediate supervisor and the administrator in charge of Human Resources. The building administration may limit the number of job shares to one per building, or may increase the number of job shares if it meets building needs. The Job Share Plan shall address such issues as: compatibility, scheduling, attendance at required meetings and events, working within grade levels or departments, communication plans with parents, etc. If denied, the reasons for the denial shall be stated in writing to both employees requesting a job share. Disputes over the approval of a job share will be resolved by HR/NSEA along with the school principal and interested job-share teachers. The principal or supervisor will notify the employee of the job share application no later than May 1.

Salary placement and seniority will be consistent with this collective bargaining agreement.

- 19.3 Employees holding job sharing assignments shall be granted the appropriate annual fractional leave(s), subject to the provisions of the Collective Bargaining Agreement. Upon approval of a job share, the full-time assignment that becomes available will be filled with an employee on a non-continuing contract for one school year. Each employee who goes on a job share takes a leave of absence from the portion they are giving up.
- 19.4 By March 1, the Job Sharing arrangement shall be evaluated and may be renewed on an annual basis, not to exceed two (2) consecutive years. When job shares are not renewed for the following year, each job share partner shall have the right to reclaim the leave portion of their contract to resume to a full-time position. If either employee no longer wants to continue the job share arrangement, the job share shall be terminated at the end of the school year.
- 19.5 Job shares may be extended beyond two (2) consecutive years providing each job sharer resigns the portion they are giving up. Job shares who resign a portion of their contract, thereby qualifying as part-time employees, maintain the right to apply and be impartially considered for vacancies if they wish to seek re-employment to a full-time position later.
- 19.6 When one job share partner must leave the job share arrangement during a school year, the remaining partner has the right to assume both parts of the position being shared and resume a full-time position. If resumption to a full-time position is not possible, a substitute will be hired to fill the vacated portion of the job share until a permanent replacement can be found for the duration of the school year.
- 19.7 If a reduction in staffing could result in a job share position being surplus, the following school year job shares retain the right to their existing FTE as outlined above.
- 19.8 Job share applicants should check with the retirement system to determine to what degree their retirement benefits are being impacted by the job share.
- 19.9 Job sharing partners may substitute, and are encouraged to substitute, for one another at substitute pay.

ARTICLE 20 EDUCATIONAL EMPLOYEE PROTECTION

- 20.1 The District to hold harmless and defend any employee against liability for personal or bodily injuries and property damage arising from their acts or omissions while acting as an agent of the District. In the event an employee is sued on a school-related matter, they shall notify the District as soon as practicably possible. Likewise, if the District is sued on a school-related matter involving an employee, it will notify that employee as soon as practicably possible.
- 20.2 Visitation from parents or other educational patrons, in order to minimize disruption to the educational program, shall be requested at least one school business day prior to the day of the desired visitation. The requesting individual shall notify the principal and the employee involved of the date and purpose of the visitation being sought. When possible, the employee will have the opportunity to confer with the classroom visitor before and after the visitation. In the event a visitation is requested to occur earlier than the one school business day rule, a visit may occur but only upon mutual agreement with the employee and building principal.

20.3

An employee who is assaulted, threatened with assault, or victim of hate speech during the performance of duties for the District (regardless of where the incident occurs) shall promptly report the incident to the District. In the event that the employee is unable to make such report, the employee's immediate supervisor shall notify the District. Such incidents on employees shall be subject to investigation and will result in appropriate disciplinary or other action for the perpetrator, as determined by the District. The District shall advise the employee concerning procedures for filing a criminal complaint, as appropriate, and shall render reasonable legal assistance in dealing with law enforcement and judicial authorities. Administrators shall follow the District protocol for responding to students who exhibit violent or aggressive behavior. A copy of the current version of the protocol is included in Addendum G of this Agreement. Such protocol shall be amended by the District and Association as appropriate; apply to all District staff persons; and include access to specially-trained behavior and/or mental health staff, referrals for evaluation, and protections for staff and other students. The District's record of injuries maintained for industrial insurance purposes shall identify injuries caused by assaults.

The employee shall be assisted by the supervisor on duty to gain medical attention as appropriate; to report the incident and file charges with appropriate law enforcement agencies; and to report the incident to the Human Resources (HR) Office so that industrial insurance procedures can be initiated. Student assaults shall be recorded in the District's student information system (noted with an icon). Records of student assaults shall be shared with the Association with student identifying information redacted.

In the event that an employee is assaulted, threatened with assault, or is the victim of hate speech during the performance of their duties the District may chose to:

- A. Meet with their supervisor or designee within two (2) days of the incident or as soon as possible. The employee may also elect to meet with the superintendent or designee during that same period of time;
- B. Meet with the Special Education Director or designee, if appropriate, within two (2) days of the incident or as soon as possible;
- C. Be provided access to the Employee Assistance Program;
- D. In the case of a student receiving special education services, initiate the IEP review process;
- E. Receive additional training if requested by the employee; and/or
- F. Be provided other available assistance as needed at the time of the incident, including but not limited to paid administrative leave on the day of the incident.

20.4

Employees may, at all times, use such force as is lawful to protect self, a fellow employee, or a student from harassment in any form, attack, physical abuse, or injury.

20.5

An employee who is injured in the course of their employment shall receive compensation and expenses as are prescribed by the Industrial Insurance Compensation Law of Washington (RCW 51). Such compensation shall be supplemented by the individual's accumulated sick leave days to maintain their regular salary until the leave reserve is exhausted. If an employee is not eligible to receive such Worker's Compensation or until eligibility is determined, the District may charge the full absence against any and all sick leave days accumulated by the individual; however, once eligibility is determined, the District shall credit back to the individual that portion of the sick days prorated to the dollar amount provided by Worker's Compensation.

- 20.6 The District or its insurer shall reimburse any employee for any certified loss of or damage to personal property used in an instructional program, subject to the following limitations:
- A. Reimbursement shall be first-dollar losses up to a limit of \$300.
 - B. There shall be no reimbursement for loss of cash.
 - C. The personal property shall have previously been approved and registered with the District.
 - D. The employee must exhaust their own insurance possibilities before being eligible for reimbursement under this section.
 - E. A claim for reimbursement must be filed within twenty (20) days after the damage or loss through the employee's immediate supervisor.
- 20.7 Each school will develop a written Building Management Plan to be used when the administrator is out of the building. This plan shall be reviewed annually by principal and staff and shall include a designee who is trained in student de-escalation and emergency situations at any time all administrators are absent from the building. No employee shall be required to be the administrative designee. The District shall maintain a list of substitute administrators.
- 20.8 Employees shall not suffer any financial losses due to stolen, missing or damaged District property that is not the fault of the employee. Stolen or missing property must be promptly reported to local law enforcement and the District security department. Damaged property must be promptly reported to the school principal and the District's technology department. In the event the District determines that the property loss is the result of employee negligence, disciplinary action commensurate with the cost of the loss may be taken.
- If a school's budget is adversely affected by covering the cost of damaged, lost, or stolen property, the SDLT shall seek the assistance of an Assistant Superintendent.
- The Association and the District agree all employees will be provided with access to a secure, lockable facility in which to store their personal belongings. Building administrators will be provided with a list of existing secure facilities and will be required to offer space in these areas to staff for the purpose of securing personal property.
- In accordance with Board Policy, the District shall not assume responsibility for the maintenance, repair or replacement of any privately-owned property brought to a school or District function unless the use or presence of such property has been specifically requested in writing by the administration.
- Those personal instructional materials and equipment approved for use by and registered with the school principal/administration which are damaged/stolen may be protected for the amount of loss not covered by the owner's insurance, up to \$300.00 for any single occurrence.
- 20.9 The District will communicate annually about emergency preparedness procedures and will designate times to practice drills. The District will provide student and staff training for catastrophic events, including documentation and explanation of reunification practices.
- 20.10 When there is a threat at a school that has an adjoining campus (e.g., NMS and WM, LMS and WE, SMS and CC, NCHS and FW, SECC and WH), the adjoining campus will be

notified when appropriate.

ARTICLE 21 DEPARTMENT HEADS (SEE ARTICLE 12 REGARDING SHARED DECISION MAKING)

- 21.1 Each building will post all SDLT positions for the ensuing school year by May 1st. The selection of SDLT members will be completed by June 1st. When vacancies arise later, elections will take place shortly after knowledge of the vacancy. Waivers to SDLT composition after June 1st will trigger another SDLT election.
- 21.2 Terms of office shall be one year and members are eligible for reelection at the end of their term. Department heads and the principal will serve as the Shared Decision Making Leadership Team. (See Article 12.4.1).
- 21.3 Department heads will be chosen by members of the departments or constituent groups they represent (such as secondary departments or elementary grade bands) at-large positions will be determined by the SDLT. Department heads for OT/PT, SLP and Psychologist Departments will be chosen by members of the department. Department head positions will be elected through secret ballot. Department head positions may be shared by two or more individuals. The individuals must be placed on the ballot as a team. Only one of the team members will serve on the Shared Decision Making Leadership Team. If there are no nominations to represent a department, that position shall become an at-large position, for which the nomination and election shall be by the employees.

SDLT representatives will run for election in the department in which the majority of their contract is held. Should an elected SDLT person's assignment change to less than majority of the department or building, then the school will need to contact the HR Executive Director and NSEA to discuss options which may include needing to elect a new representative. If the employee has an equal amount of FTE in multiple departments, the employee shall select which department they will affiliate with in SDLT elections.

All certificated staff are eligible to run for the at-large SDLT positions.

In addition to the C4 department head rate, ESA Department Heads will be provided with compensation equal to the five days of substitute release allocated to department heads in lieu of having substitute release time.

- 21.4 Funding allotment and stipend:

There will be 12 full high school Department head positions, 9 middle school department head positions, and 6 elementary department head positions. The school's funding allotment will be based upon the number of department heads listed above, times the fixed C-4 rate of \$2,674 for 2013-2014 or subsequent C-4 rates in Schedule 24. (For example, the high school funding allotment will be 12 times \$2,674 for a total allotment of \$32,088). Department head positions may be shared by two or more individuals, but will be considered one position when figuring the total school's funding allotment. For purposes of the funding allotment, elementary schools with more than 700 students will be considered a middle school.

Fifty percent (50%) of the school funding allotment is to be distributed equally to all agreed upon department heads. The remaining fifty percent (50%) of the school allotment will be divided by a proportional distribution (based on department size, volume of work,

or similar considerations) determined by the Shared Decision Making Leadership Team at each building. The number of department heads are as follows:

High School – thirteen (13) certificated members, in addition to classified member(s), to include:

- Math
- Science
- English
- Social Studies
- World Languages
- Fine Arts/Music/Drama
- Career and Technical Ed
- Counseling
- Library
- Health/Fitness
- Special Ed Learning Center
- Special Ed Mid-Level Class, Functional Skills and Academics Class, Behavior Class
- Athletic Director/Activities Coordinator
- ESP
- NEOPA representation as determined by the NEOPA collective bargaining agreement

Middle School – nine (9) certificated members, in addition to classified member(s) to include:

- Math
- Science
- English
- Social Studies
- Health/Fitness
- Fine Arts/Music/Drama/Video/Tech/World Languages
- Special Ed
- Library
- Counseling
- ESP
- NEOPA representation as determined by the NEOPA collective bargaining agreement

Elementary – six (6) certificated members, in addition to classified member(s) to include:

- Six (6) at-large to represent defined constituents determined by the previous year's SDLT.
- ESP
- NEOPA representation as determined by the NEOPA collective bargaining agreement

Alternative Programs

1.5 SAS department heads and 1.0 Sorenson department heads will be funded at the fixed C-4 rate in schedule 24.

The Northshore Learning Options SDLT will have 7 certificated members, in addition to classified member(s), to include:

- Two (2) Northshore Family Partnership (representing their program)
- Two (2) Northshore Networks (representing their program)
- Two (2) Northshore Online Academy (representing their program)
- One (1) at-large to represent defined constituents determined by the previous year's SDLT.
- One (1) ESP representative
- NEOPA representation as determined by the NEOPA collective bargaining agreement

Other Department Heads

Money will be allocated for department heads for OT/PTs, Psychs, and SLPs. These groups will receive a total of \$3,000 each. The psychologists shall be allocated an additional stipend of \$3,000 for a test and protocol coordinator to organize, distribute and order protocols and test kits.

21.5 Department head days are to be used by department heads for department business and/or to meet the responsibilities of the Shared Decision Making Leadership Team.

21.6 A pool of substitute days will be allocated for department head use as follows:

High School	65 days per location
Middle School*	55 days per location
Elementary	30 days per location
Sorenson	5 days
OT/PTs	5 days
SLPs	5 days
Psychs	5 days
SAS	8 days

If daily released time is provided at the building level for a department head, that department head loses eligibility for substitute teacher released time, as well as their stipend allocations.

*including elementary schools with more than 700 students.

21.7 Department heads, along with the principal, will act as members of the school's Shared Decision Making Leadership Team. The duties of a department head include: (a) regular, expected attendance at Shared Decision Making Leadership Team meetings and intra-district meetings; (b) staffing and scheduling departments in the master schedule (c) ordering and consolidating requests for materials, supplies for department members; maintaining an inventory and related budget; (d) ordering and consolidating requests for textbooks and learning aids; (e) conducting and leading department, grade level or other meetings, which shall include opportunities for input into upcoming SDLT decisions; (f) coordinating curricular efforts; (g) assisting new staff; (h) attending and planning special events beyond the work day; and (i) interviewing candidates.

21.8 Any alterations to Article 21 must be voted on by a secret ballot of the certificated staff which is tabulated by the NSEA building representative(s) and the building principal. Any changes in the number of department head positions or the department heads listed under 21.4 must be approved by eighty percent (80%) of the certificated staff. Details of the proposed alteration and the waiver vote total must be submitted with the

signatures of the principal and the NSEA building representative(s) to the Labor Management Council for their final approval.

- 21.9 Committee Chairs or individuals occupying building assignments not related to department head duties are not to be considered department heads nor members of the Shared Decision Making Leadership Team unless a waiver with a eighty percent (80%) passage rate is attained. (See Article 12.6.2.)
- 21.10 In recognition of Early Childhood needs, the Early Childhood program is able to determine the composition of its SDLT as necessary. For the duration of this CBA, the District will not allocate additional stipends for the Early Childhood SDLT beyond the 2022-23 amount; the Early Childhood program may allocate program funds for this purpose.

ARTICLE 22 ACADEMIC FREEDOM

- 22.1 All employees shall have academic freedom subject to legal limitations and requirements and accepted standards of professional responsibility. No additional special limitations shall be placed upon the use of academic freedom.

ARTICLE 23 PERSONNEL FILES

- 23.1 Employees shall, upon request, have the right to inspect the contents of their complete personnel files kept within the District and to attach their own written comments to any material therein. Upon request, a copy of any documents contained in the personnel files shall be afforded the employee at cost. Other than processed grievance files and anecdotal records, no other additional files shall be kept. The District will comply with any tenets in Washington State law related to the retention of records concerning an employee investigation.

Such anecdotal records belong to the administrator creating them and will be destroyed or removed after three years from the date of the making of the anecdotal record, provided the concern is not repeated during the three-year period. When anecdotal records involving documentation of performance concerns or misconduct of a reoccurring, similar nature or evidence a pattern, may be retained beyond three years to document the ongoing concern and preserve the record of such. Once the repeat/pattern concern is eradicated and there is no recurrence within three years from the last occurrence, then the record will be destroyed. Anecdotal records come under all requirements of Article 18, Educational Employee Rights and Responsibilities – Sections 18.6, 18.7 and 18.8. If a charge of misconduct is investigated and found to be without basis it will be immediately removed from the employee's personnel file.

- 23.2 Any derogatory reference to an employee's competence, character, or manner that could form the basis of a disciplinary or adverse action or a negative evaluation, shall not be placed in the personnel file without the employee's knowledge and such reference shall not be retained in any file beyond three (3) years from the date of inclusion. Excluded from this section shall be evaluation records.

ARTICLE 24 EDUCATIONAL EMPLOYEE ABSENCE

- 24.1 All employees must contact the substitute office even though a substitute may not be required.

- 24.2 In case of an absence, the employee shall notify the District as soon as practical through the District's absence reporting system. The District will provide staff with the procedure for reporting absences.
- 24.3 Employees anticipating absence for more than one (1) day shall, if able, report, in advance, all anticipated dates of absence to expedite their request for a substitute. Employees shall notify the Substitute Office of any changes to their reported absence as soon as practicable. In addition, the employee may keep their principal advised concerning the reason for the duration of the absence.
- 24.4 A substitute shall be provided by the District when an employee is absent from their regular duties for one-half (1/2) day or more, except for SLPs, Psychologists, and Occupational and Physical Therapists for whom a substitute shall be provided when necessary to provide adequate supervision of students or the continuation of the educational program. Counselors will be provided substitutes after the second consecutive day of absence.

ARTICLE 25 PRE-TAX TUITION REIMBURSEMENT PROGRAM/NATIONAL BOARD CERTIFICATION REIMBURSEMENT
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- 25.1 It is hereby agreed between the District and the Association that employees may elect, prior to October 1 of each school year, to convert any or all of the annual Professional Learning and Responsibility Factor compensation referred to in Article 14 to a pre-tax tuition reimbursement program.
- 25.2 Reimbursement payments will be made upon submittal of authorized receipts in accordance with IRS regulations. Each employee can submit up to three reimbursement requests per contract year. Final receipt submission must be received by the District no later than July 15th of the contract year for which the pre-tax tuition reimbursement was elected.
- 25.3 Any tuition reimbursement funding not claimed by the July 15th deadline will be paid in the employee's August pay, less applicable state and federal taxes.
- 25.4 Employees pursuing or renewing a National Board Certification may apply for reimbursement for the amount required for the registration. When the employee completes or renews certification and receives the State stipend for this certification, this amount will be deducted from their net pay to reimburse the District for these costs. Regardless of successful completion or renewal of this certification, the employee shall reimburse the District within a three-year period. If changes to the State funding structure significantly decrease or eliminate the National Board Certification stipends, the parties agree to reopen this section.
- 25.5 Employees engaged in National Board certification and renewal efforts may make reasonable use of District computers, copiers, paper, video recording devices, and other equipment as necessary to efficiently pursue their certification. The District shall provide periodic training to NBCT candidates in the use of video recording and editing.
- 25.6 The District shall take the necessary action to annually secure the State compensation

available to National Board Certified Teachers, and shall provide for the flow through of all state appropriations designated for their compensation.

- 25.7 The District will compensate a non-supervisory certificated employee on an hourly basis to support teachers.
- 25.8 The District shall provide an annual stipend in the amount of \$1,500 per FTE for the following national certifications for special education ESAs:
- Speech Language Pathologists – Certificate of Clinical Competence
 - Occupational Therapists – National Board for Certification in Occupational Therapy (NBCOT)
 - Physical Therapists – National Physical Therapist Examination (NPTE)
 - Psychologists – National Certification in School Psychology (National Association of School Psychologists) or American Board of Professional Psychology Diplomate.

ARTICLE 26 EDUCATIONAL EMPLOYEE FACILITIES

- 26.1 The District shall provide furnished faculty lounges, dining areas which may incorporate faculty lounges, restrooms, appropriate office or classroom furniture, space to safely store materials, and parking space for employees.
- 26.2 Employees shall be issued keys consistent with security needs, as determined by the District and/or the building principal.
- 26.3 Employees shall have the right to provide input to the District when it is planning any new construction or remodeling of existing educational facilities. This input shall be considered along with other input from community, other staff, students, etc.
- 26.4 Employees shall be provided with one (1) days of pay at per diem when they are required to move from one location, either within the facility or to another facility and at least one (1) additional day of pay at per diem to set up the new classroom. In extenuating circumstances, an additional day or days may be granted by the District.
- 26.5 Upon request, the District shall provide moving assistance to employees who are required to relocate. Packing materials will also be provided.
- 26.6 The District and the Association recognize that adequate work teaching space is necessary for specialists in each building where they are assigned. Should the specialist believe that appropriate teaching space (examples: safe noise level, adequate space, access to technology and teaching resources) is not available in one or more assigned facilities, the specialist shall meet with her/his supervisor and they shall jointly agree as to what space or modifications are necessary and communicate those needs to NSEA and the Regional Assistant Superintendent. The District shall make every effort to comply with such joint recommendations. However, the District shall not be required to use capital improvement funds to provide for such agreed-upon specialist space requirements.
- 26.7 Employees shall have adequate heat, light, water, air and a safe noise level to perform their duties effectively, including thirty (30) minutes prior to the start of the teacher workday to the end of the teacher workday. HVAC service shall be provided after

regular work hours on scheduled work days as follows: employees will either have access to a temporary occupancy button to turn on HVAC or may call the info center to turn on HVAC.

- 26.8 Should a teacher believe that appropriate work space is not available during their preparation time, the teacher shall meet with their supervisor and they shall jointly agree as to what space is necessary and available.

ARTICLE 27 STUDENT DISCIPLINE

- 27.1 The District and employees shall require acceptable behavior on the part of all students who attend school in the District. Such discipline shall be consistent with the law and the provisions of this Agreement.
- 27.2 The District shall support employees in their efforts to maintain discipline and, further, shall support the authority of using prudent disciplinary measures by employees.
- 27.3 When an employee exercises their authority to control and maintain discipline, said employee may use reasonable and professional judgment concerning matters not provided for in District policy, law, or provisions of this Agreement.
- 27.4 Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher 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 have conferred, whichever occurs first. Except in emergency circumstances, the teacher first must attempt one or more alternative forms of corrective action. The teacher will furnish the principal, as promptly as teaching obligations will allow, full particulars of the above incidents in writing. The administrator shall communicate actions taken to the teacher who excluded the student, the special education case manager (if applicable), advisory teacher and counselor as soon as reasonably possible. It shall be entered into the student records system (Synergy) unless the principal determines that the removal should not have occurred. Other teachers of the student shall be informed as soon as reasonably possible unless, in the good faith judgment of the administrator, an exception must be made in unusual circumstances.
- 27.5 If a student is substantially disruptive and is removed, the teacher may impose, as part of the power of discipline, a statement specifying the future behavior expectations of the student. The principal may modify said statement if enforcement of the future behavior expectations would violate the student's substantive or procedural due process rights.

On an annual basis, building administrators shall review, preferably prior to the first day of school but in no case later than September 30, the following topics with school staff:

- Building disciplinary standards and plans;
- District policies and procedures for student discipline, including any handbooks distributed to students and families;
- The identities of staff responsible for supporting de-escalation, who have received training in de-escalation;
- Any changes in state law around student discipline; and

- Procedures for classroom exclusions, including responsibilities for supervision and notification of parents.

Such discussions will occur during SDLT contracted time. When parents and/or volunteers are involved in the supervision of school activities, expectations for the maintenance of a positive learning environment shall be clearly defined.

- 27.6 The Student Rights & Responsibilities Committee will meet in the spring annually to review and, as appropriate, modify the Student R&R Handbook. Schools will be provided with a copy of the Student R&R Handbook annually for inclusion in their school materials. The Committee will also review District discipline policies and procedures, suggesting any revisions and edits for the Cabinet and Board to consider.
- 27.7 The Director of Student Services will explore connections with outside agencies to provide additional onsite and offsite wrap-around student services, including services to support student mental health, drug and alcohol counseling, and family wrap-around services.
- 27.8 When students are unexpectedly evacuated from a learning space due to an immediate and continuing danger from other students, the school shall implement a plan for supporting students who are observers of traumatic events including appropriate notice to parents and families of the event. Teachers temporarily assigned students in such situations will be paid under the conditions described in Section 15.15.
- 27.9 When information is known, students who have exhibited or have a history of violent or threatening behavior will be identified to the student's assigned staff, and to other staff on a need to know basis as soon as reasonably possible by an administrator or designee. Confidential information will be shared with employees in accordance with the rules and regulations of the Family Rights and Privacy Act as now or hereinafter amended.
- 27.10 If employees are required to attend meetings of the threat assessment team during their planning time or their duty-free lunch, they will be compensated for the lost time at the C-7 rate.

ARTICLE 28 STANDING COMMITTEES AND ADDENDUM 'A' PROVISIONS

It is the intent of the parties to acknowledge that the following committees having extensive agendas may meet during the work day, with individual committee approval.

- 28.1 In the event new curricular materials or units need to be developed, selected employees will be hired at the Addendum C-7 rate of pay to assist in such development.

ARTICLE 29 EDUCATIONAL EMPLOYEE EVALUATIVE CRITERIA AND PROCEDURES

- 29.1 Evaluation of certificated employees shall follow State laws and procedures and use the approved evaluative criteria, student growth rubrics where applicable, and mutually agreed upon instructional frameworks where applicable. When changes to evaluation materials are made at the State level, the parties agree to review the changes and make plans for implementation. The District will ensure all affected employees receive appropriate training in the use of the new materials. The District will provide multiple opportunities for individuals to access the training including but not limited to: 1) piloting materials and processes during the year prior to formal implementation 2) offering training

during the year prior to formal implementation; 3) providing summer training opportunities; 4) utilizing time during August days for such training; and 5) offering training in the early fall of the year of formal implementation.

29.2 It shall be the responsibility of each principal (or administrative designee) to evaluate all employees assigned to their building according to articles 29.4 through 29.7 of this Agreement.

29.3 Employees or their Association representative may request the assignment of an alternate evaluator on or before September 15 of any year in which a child of the evaluator has been assigned to the employee's class or service. The request may be addressed to the evaluator or to the District's chief administrator for Human Resources. The District will respond by granting or denying the request within two weeks of the request. No provisional employee should be evaluated by an evaluator whose child is assigned to the employee's class or service unless there is no other reasonable option.

29.4 Traditional Summative Evaluation criteria and traditional Summative and Professional Growth Option procedures are identified in the following sections:

CRITERIA FOR EVALUATION FOR LIBRARIANS AND TEACHERS ON SPECIAL ASSIGNMENT (TOSA): EVALUATIVE CRITERIA

The following categories shall be the evaluative criteria for librarians and teachers on special assignment:

1. instructional skill
2. classroom management
3. professional preparation and scholarship
4. effort toward improvement when needed
5. the handling of student discipline and attendant problems
6. interest in teaching pupils
7. knowledge of subject matter

Evaluative criteria and indicators are more fully set forth in section 29.5.

CRITERIA FOR EVALUATION FOR EDUCATIONAL STAFF ASSOCIATES

The following categories shall be the evaluative criteria for evaluation of educational staff associates certificated support personnel:

1. knowledge and scholarship in special field
2. specialized skills
3. management of special and technical environment
4. the support person as a professional
5. involvement in assisting pupils, parents, and educational personnel

These evaluative criteria and related indicators are more fully set forth in section 29.6.

PROCEDURES

Employees subject to these evaluation procedures (employees) shall be observed in the performance of their work assignment for the purpose of evaluation at least twice a year. Total observation time for each employee shall be at least sixty (60) minutes.

Provisional employees shall be observed at least once for a total observation time of thirty (30) minutes during the first ninety (90) calendar days of employment with the District.

PLANNING CONFERENCE

A planning conference shall be held by October 31 or within sixty (60) calendar days of commencement of work if the employee's start date is after the first day of school.

The observing administrator shall discuss with the employee the evaluation process, timeline, and the forms to be utilized.

The administrator shall apprise the employee of the specific criteria upon which the evaluation shall occur, including expected levels of performance, where applicable.

During this conference, the employee may apprise the administrator concerning the employee's goals.

Within five (5) school days after observation, the administrator shall prepare a written report of the results of the observation(s) and within three (3) school days after such report is prepared, provide the employee with a copy of the report and also discuss the evaluation with the employee. The employee shall sign two (2) copies of the report, one (1) of which shall be placed in the employee's personnel file and the other given to the employee. The employee's signature shall indicate that they have read and discussed the evaluation with the observer, but shall not necessarily indicate agreement with the report.

ANNUAL WRITTEN EVALUATION

Each employee shall receive an annual written evaluation in a report conference with their evaluator no later than June 5th. Within five (5) days of the report conference and discussion, the employee may submit signed comments concerning their evaluation report, which comments shall be attached to the report in the personnel file.

For any employee who received an unsatisfactory rating in any evaluation criterion a Plan of Assistance shall be established for the next school year by the end of September of the following school year. The Plan of Assistance shall be established by the evaluator with input from the employee.

In the event an employee grieves an alleged violation, misinterpretation, misapplication, unfair application or summation, or non-application of these evaluative criteria and procedures, the District shall not be precluded from establishing probation during the pending of such grievance.

NORTHSHORE EVALUATION OPTIONS

I. SUMMATIVE EVALUATION SYSTEM

The traditional evaluation system will be referred to as "Summative Evaluation."

- A. The Summative Evaluation system is required for employees for their first four years of employment.
- B. The Northshore School District/Northshore Education Association Collective Bargaining Agreement will apply for the Summative Evaluation System.
- C. All employees will be evaluated on the Summative Evaluation System once every third year.

Employees scheduled to return to summative evaluation may request a one (1) year extension prior to May 1 in order to continue to implement a PGO plan aligned with the Northshore School District strategic plan. Requests will be granted at principal discretion prior to Jun

44.

II. PROFESSIONAL GROWTH OPTION

- A. The Professional Growth Option (PGO) shall be voluntary to employees who have successfully completed four years of satisfactory summative evaluations, at least two of which must be in the Northshore School District. Employees wishing to change from summative to PGO must notify the Building Administrator/Supervisor prior to February 15.
- B. PGO shall encourage professional growth through goal setting and shall involve the employee and the administrator in cooperative discussions, planning and collegial interaction for the accomplishment of goals.
- C. All written materials, except The Employee's Planning Worksheet and the Verification Form, generated for or resulting from the Formative Evaluation process shall be kept by the employee and separate from the Summative Evaluation permanent record. The Professional Growth Option plan will include self-assessment plans, which may be in the form of observation and comment by one or more peers of the employee's choice, comment by students and/or comment by parents of students, or a self-assessment tool as designed by the employee(s).
- D. A total of sixty minutes of observation is required each year and may be noncontinuous. A written summary is required.
- E. No later than November 1 of each year, participant(s) and supervisor(s) shall meet to thoroughly discuss the potential goal(s) and the employee may utilize the planning worksheet. Participants should have in mind the goal(s), the areas to be investigated, resources needed, colleagues to be involved, methods for collecting data and the methods for evaluating growth toward the goal(s). During this meeting the supervisor shall act as a facilitator in order to clarify and refine the goal(s), assist with resources and serve as a resource.
- F. The participant may select from the following list as a means of implementing goal(s):
 1. school district goals;
 2. building goals;
 3. professional goals;
 4. academic goals;
 5. school district evaluations
- G. Suggestions for areas of growth are provided as follows and are not intended to limit choices of the participants:
 - Identify an area of instructional strength or a self-identified growth need and develop a plan to enhance performance within that arena.
 - Explore a new method of instruction.
 - Develop methods to enhance district subject matter, grade level materials or district curricula.

- Increase skills in managing a diverse student population.
 - Seek assistance in order to improve a specific area of performance.
- H. During April or May, a final meeting shall be held to review the progress of the goal(s). At this final meeting, the supervisor will verify that the employee has met state statutory requirements, and present a summary of sixty (60) minutes of observation done during the year.
- I. Except for the two forms titled, "Employee's Planning Worksheet" and "Verification Form," information from Professional Growth Option is solely owned and generated by the participant(s) and may not be placed in the Personnel File or be considered in the Summative Evaluation Model.
- J. At all times during use of the Professional Growth Option, collaborative interaction, based on trust and confidence is encouraged.
- K. If the participant who is an educational staff associate, librarian or teacher on special assignment, or the supervisor believes that the participant should not be on the Professional Growth Option but should be placed on the Summative Evaluation System after the year has progressed, a joint decision must be made no later than March 1. If the decision to remove the participant from the PGO is unilateral by the supervisor, the following procedures will be utilized:
1. The Professional Growth Option encourages employee(s) to have freedom to explore their goal in a risk free environment but still requires all employees to be responsible for maintaining competence in the seven (7) state mandated areas of the Evaluative Criteria. If one or more of these areas becomes a serious concern, the Administrator will first communicate the concern and offer assistance. If the concern remains, the Administrator can move the employee to the Summative form of evaluation but cannot use goal related data as part of any negative evaluative comments.
 2. The supervisor will inform the employee in writing of the nature of the concern and establish a meeting to discuss the matter. The employee shall have the right to Association representation at the meeting. The employee shall be provided the opportunity to respond to the concern(s) and to any allegation(s) made against them. Following the meeting described above, the supervisor shall inform the employee in writing either that the concern has been resolved to the supervisor's satisfaction, or that the concern has not been resolved and that the employee will be moved to the Summative evaluation system. Such a letter and meeting shall only be precipitated by events or allegations which are serious in nature.
 3. If the employee does not agree with the change to the Summative form of evaluation, the employee may request a review by a mutually agreed upon District/ Association designated neutral third party. The designated neutral third party will meet with the supervisor and employee as part of the review process. Upon conclusion of the review process, the neutral third party shall render their decision orally to the parties, as to whether a reasonable person would conclude on the basis of the information available the employee should be placed on the Summative evaluation system.

If the decision upholds the employee, the matter shall be dropped and no further action of any kind shall be taken with respect to the employee and no reference or record shall be kept in the employee's personnel file or any District file. If the decision upholds the position of the supervisor, the employee will be immediately placed on the Summative evaluation system.

4. If it is determined by the designated neutral third party that the employee must be removed from the Professional Growth Option, the employee will be placed on the Summative Evaluation System and the employee shall have no further responsibility for the implementation of the Professional Growth Option Plan, nor shall any data collected by such employee be utilized as evidence for any adverse personnel decision which may be made with respect to the performance of the employee.

PROFESSIONAL GROWTH OPTION PROCEDURES AND REMINDERS

1. The Professional Growth Option is available to employees upon completion of their fourth year of experience as a Librarian, TOSA or ESA. At least two of those years must be in the Northshore School District
2. Depending on the complexity of the goal, certificated employees may choose one to four goals.
3. The supervisor is encouraged to assist in coordinating efforts toward common goals that may exist in the work site. The supervisor is further encouraged to disseminate information and resources to employees when such information and resources have bearing on employee goals.
4. Peer involvement is encouraged. Employees may elect to use colleagues in specific and requested observations, data collecting or as collaborators. Employees may choose to work alone, in teams, department groups or grade levels. The supervisor may act as a coach, observer, facilitator and/or data collector.
5. Effective communication between the employee(s) and supervisor is essential.
6. The Professional Growth Option endeavors to foster a supportive working environment by encouraging employees to work collegially with supervisors, mentors and colleagues. Risk taking and collaborative interaction in an atmosphere of trust and respect are encouraged.

29.5 Librarians and TOSA evaluations shall use the following evaluative criteria and descriptors:

INSTRUCTIONAL SKILL

- Develops unit and lesson plans to provide a variety of meaningful learning experiences.
- Defines, instructs, and evaluates lesson objectives for students.
- Provides clear and sequentially organized instruction.
- Gives explanations, assignments and directions clearly.
- Uses the principles of learning to facilitate the learning of objectives.
- Motivates and challenges students.

- Monitors students' learning during lesson.
- Provides specific feedback for successful behavior.
- Designs questions and activities to promote all levels of thinking skills.
- Considers abilities, interests, and present performance levels of students in planning and conducting lessons.
- Evaluates lessons and units and utilizes the results in planning subsequent lessons.

CLASSROOM MANAGEMENT

- Organizes the physical setting so it contributes to learning.
- Selects and prepares materials to implement lesson objectives.
- Meets class and school assignments punctually.
- Monitors classroom activities and adjusts instructional methods to maintain order.
- Manages bookkeeping matters efficiently.
- Uses time efficiently for maximum student time on task.

PROFESSIONAL PREPARATION AND SCHOLARSHIP

- Works well with all professional colleagues and supervisors to achieve an optimum educational climate for all students.
- Relates ethically with students, staff, and parents.
- Possesses and maintains competency in current teaching techniques.
- Keeps current in subject area.
- Relates instructional program to parents and patrons of the district.
- Contributes to the advancement of education by assuming a proportionate share of committee and school responsibilities.
- Shares ideas and techniques.

EFFORT TOWARD IMPROVEMENT WHEN NEEDED

- Explores and provides methods that will improve the educational program.
- Responds to appraisals of observations and annual evaluation.
- Continues to develop professional skills.
- Collaborates with the other teachers and staff.
- Analyzes actions and lessons and seeks ways for improvement.

HANDLING STUDENT DISCIPLINE AND ATTENDANT PROBLEMS

- Knows, follows, and relates rules and procedures for student benefit.
- Adjusts practices to help pupils overcome difficulties and eliminate weaknesses.
- Identifies and responds to potential student behavior problems.
- Uses appropriate means to respond to student behavior problems.
- Uses classroom management techniques conducive to student self-direction and responsibility.

INTEREST IN TEACHING PUPILS

- Respects learners regardless of ability and background.
- Encourages learner in self-direction, independence, and formulation of own goals.
- Provides for individual and group differences.
- Adjusts assignments, activities, and instructional methods to individual abilities and needs.

KNOWLEDGE OF SUBJECT MATTER

- Knows structure and sequence of subject development.

- Uses current educational concepts.
- Keeps abreast of new development, ideas, and events in the subject matter areas.
- Demonstrates skill in identifying the essential learning of content to be taught

29.6 Education Staff Associate evaluations shall use the following evaluative criteria and descriptors:

KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD

- Provide a theoretical rationale for the use of various procedures.
- Demonstrate understanding of the basic principles of human growth and development.
- Demonstrate awareness of personal and professional limitations and have the ability and knowledge to make appropriate referrals.
- Relate and apply knowledge, research findings and theory deriving from the individual's specific discipline to the development of a program of services.

SPECIALIZED SKILLS

- Design and conduct a program providing specific and unique services within the individual's specific discipline.
- Demonstrate ability to synthesize and integrate testing and non-testing data concerning the student.
- To help students integrate and assimilate data.
- To help others involved with the student interpret and use data appropriately and accurately.
- To help other specialists by providing case study materials.
- Administer assessment procedures or to organize and prepare those who will administer assessment procedures.
- Demonstrate ability to assist teachers and administrators integrate specialized information into the regular curricular program.
- Develop goals and objectives consistent with district-level goals and objectives which will facilitate the implementation of programs and services.

MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT

- Select or recommend testing and non-testing devices, materials, equipment appropriate to student needs.
- Demonstrate the use and an understanding of the limitations and restrictions of devices, materials, and procedures, etc.
- Create an environment which provides privacy and protects student and family information, as mandated by codes of ethics, federal and state regulations, and local school district policies.

THE SUPPORT PERSON AS A PROFESSIONAL

- Demonstrate awareness of the law as it relates to area specialization.
- Demonstrate awareness of responsibilities to students, parents, and educational personnel as defined by the professional codes of ethics supported by the person's competency area.
- Demonstrate commitment to school and professional activities (attendance at local, district and state meetings, consortium activities, participation of special committees, etc.).
- Demonstrate follow-through and response to recommendations included in periodic and annual personnel evaluations.

INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL

- Consult with other staff, school personnel, and parents concerning the development, coordination and/or extension of services to those needing specialized programs.
- Plan and develop support program to serve the preventive and developmental needs of the school population and the special needs for some students.
- Interpret characteristics and needs of students to parents, staff and community, in group and individual settings via oral and written communications.

29.7 Classroom teacher evaluation shall adhere to the process and information described in the following sections:

SECTION 1 INTRODUCTION AND APPLICABILITY

The observation process is intended to foster professional dialogue between evaluators and principals, as well as encourage professional growth and learning. Practices that may hinder such dialogue, growth, and learning should be minimized. Observation practices are intended to ensure the District's evaluation of teachers:

- Fosters professional growth and learning;
- Allows for flexibility as determined by the needs of each teachers;
- Ensures appropriate documentation of each teacher's practice while reducing extraneous workload; and
- Complies with the spirit of the evaluation legislation.

The evaluation process presumes that teachers are proficient and evaluators are objective unless evidence suggests otherwise.

This evaluation system only applies to classroom teachers, defined as a certificated employee who provides academically focused instruction to students and holds one or more of the teaching certificates. Those bargaining unit members who do not meet this definition will remain under the evaluation system incorporated into this Agreement in sections 29.4, 29.5, and 29.6.

Classroom teachers on a plan of improvement, probation, non-continuing, and provisional status will be placed on a comprehensive evaluation.

All classroom teachers shall receive a comprehensive summative evaluation at least once every six years.

Classroom teachers who are provisional employees, and any classroom teacher who received a summative evaluation performance rating of level 1 (unsatisfactory) or level 2 (basic) in the previous school year must also receive a comprehensive summative evaluation.

In the years when a comprehensive summative evaluation is not required, classroom teachers who received a comprehensive summative evaluation performance rating of level 3 (proficient) or above in the previous school year are required to complete a focused evaluation.

Should an evaluator determine that a teacher on a focused evaluation should be moved to a comprehensive evaluation for that school year, the teacher must be informed of this decision in writing at any time on or before December 15. Such a determination must be made on the basis of evidence including at least one formal observation.

SECTION 2 – EVALUATORS AND OBSERVERS

- A. No administrator, principal, or other supervisory personnel may evaluate a teacher without having received training in District evaluation procedures. Before evaluating classroom teachers using the evaluation systems required under RCW 28A.405.100, principals and administrators must engage in professional development designed to implement the evaluation system used in the District to maximize rater agreement. The District shall have a plan to develop and sustain rater agreement. This includes summative scoring against a pre-determined standard.
- B. The supervisor who is evaluating shall perform the required observations used in the evaluation, except when a mutually agreed upon second evaluator is utilized.
- C. Teachers assigned to more than one school shall be informed which supervising administrator shall be their assigned evaluator at the beginning of the school year (or at the start of the assignment if employed mid-year).
- D. The parties agree that evaluators shall not be expected nor permitted to rate employees based on any system of quotas or limitations to achieve a number or range of teachers receiving evaluations of a particular score.

SECTION 3 — STATE CRITERIA, FRAMEWORK, AND SCOG

- A. The state evaluation criteria are:
 - 1. Centering instruction on high expectations for student achievement;
 - 2. Demonstrating effective teaching practices;
 - 3. Recognizing individual student learning needs and developing strategies to address those needs;
 - 4. Providing clear and intentional focus on subject matter content and curriculum;
 - 5. Fostering and managing a safe, positive learning environment;
 - 6. Using multiple data elements to modify instruction and improve student learning;
 - 7. Communicating and collaborating with parents and the school community; and
 - 8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learn

B. Instructional Framework

The parties have agreed to use the adopted evidence-based instructional framework originally developed by Charlotte Danielson and, subsequently revised by the Danielson Group. This framework is generally known as the Framework for Teaching and approved by OSPI's Teacher and Principal Evaluation Program (TPEP) Steering Committee. The evaluation framework and components descriptions of the Framework for Teaching within the state criteria will be provided to all employees evaluated as classroom teachers, and that can be found through OSPI's TPEP webpage.

C. Criterion Performance Scoring

Each criterion shall be rated based on the components in that criterion using a preponderance of the evidence collected throughout the year. If there is a dispute between the evaluator and the employee regarding the rating, the parties shall have a shared reflective discussion and opportunity to submit additional evidence.

D. Evidence and Artifacts

1. Both the teacher and the evaluator may contribute to evidence collection necessary to complete this evaluation. The use of the District's on-line evaluation tool by teachers is optional beyond the establishment of an account, viewing of observation reports, and viewing year-end summary reports.
2. Student and parent perception data shall not be solicited or included as evidence in the evaluation.
3. Evidence of a teacher's performance may be collected in a non-classroom setting where the teacher is leading or actively participating as a member of the team. These non classroom activities may include but are not limited to:
 - IEP meetings;
 - Leadership team meetings;
 - PLC meetings;
 - Staff meetings;
 - SIP visit;
 - School assembly;
 - Parent-teacher conference;
 - Back to school night/curriculum night/open house;
 - PTA meetings;
 - District-sponsored professional development;
 - CTE project meetings;
 - CMAC meetings;
 - Board presentations
4. Evaluations shall be based solely on the work performance of each employee. Except for student growth goals and student growth documentation, employees shall not be expected or required to submit any written documents (including responses to prompts, reflections, notes, self-assessments, or other documents) not otherwise used in the course of their typical instruction, unless there is insufficient evidence to achieve a proficient rating. Employees may utilize written prompts or personal notes if they wish, but these optional documents may not be required by their evaluator.
5. Evaluators shall not include evidence of content knowledge and pedagogy from classes or subjects outside the employee's certification and endorsements.
6. All observations shall be conducted openly. No video or audio recordings shall be made of a formal or informal observation without the prior knowledge and written consent of the teacher.
7. Evidence used in developing a summative score shall be from the time period covered by the evaluation.
8. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will be based on a holistic assessment of the teacher's performance over the course of the year.

SECTION 4 – DEFINITIONS

- A. Criteria shall mean one of the eight (8) state defined categories to be scored.

B. Component shall mean the sub-section of each criterion.

C. Evidence shall mean representative examples, artifacts or observable practices of the teacher's ability and skill in relation to the instructional framework rubric gathered from the normal course of employment.

D. Artifacts are a type of evidence and shall mean any products generated, developed or used by a certificated teacher.

SECTION 5 – COMPREHENSIVE EVALUATION

Goal Setting Conference

A goal setting conference to establish student growth goals shall be held by October 31 or within sixty (60) calendar days of commencement of work if the employee's start date is after the first day of school. Prior to the goal setting conference, the teacher may but is not required or expected to complete a Self-Assessment form or any other prompts or documents. At the conference, the teacher and evaluator shall discuss student growth measures and student growth goals to be used for the year. The teacher shall determine a student growth goal for Components SG-3.1, SG-6.1 and SG-8.1 and submit their Student Growth Goal statement according to established practices. The goal for SG6.1 and SG-8.1 may be the same goal.

Observations

Employees shall be observed in the performance of their work assignment for the purpose of evaluation at least twice a year. Observations shall be pre-scheduled. Total observation time for each employee shall be at least sixty (60) minutes.

Provisional employees shall be observed at least once for a total observation time of thirty (30) minutes during the first ninety (90) calendar days of employment with the District. A teacher in their third provisional year shall be observed at least three times for a minimum of ninety (90) minutes.

Pre-observation conferences shall be held prior to each observation with employees who are non-continuing, provisional, on probation or on a plan of improvement. For all other employees, unless a pre-observation conference is requested by either the employee or the evaluator, the conference shall only be held prior to the first formal observation of each year provided the first observation indicates proficient or better performance.

The administrator and teacher shall meet for a post-observation conference within five (5) school days after the observation. The administrator shall prepare a written report of the results of the observation(s) and conference within ten (10) school days of the post observation conference. Once the report is prepared it shall be made available to the teacher through the District's on-line evaluation tool. If there is an area of concern, the evaluator shall identify specific concerns for the applicable criteria and provide possible solutions to remedy the concern in writing.

The evaluator may conduct additional informal, unscheduled observations above and beyond these formal observations, with or without pre- and post-observation conferences. Any significant concerns of the evaluator shall be communicated in writing to the employee in a timely manner.

The teacher shall be given the opportunity to include written comments to the record of the observation.

Annual Written Evaluation

Each employee shall receive an annual written evaluation in a report conference with their evaluator no later than June 5th. Within five (5) days of the report conference and discussion, the employee may submit signed comments concerning their evaluation report, which shall be attached to the report in the personnel file.

Summative Scoring

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

1. 8-14 — Unsatisfactory
2. 15-21 — Basic
3. 22-28 — Proficient
4. 29-32 — Distinguished

SECTION 6 — FOCUSED EVALUATION OPTION

Goal Setting Conference

A goal setting conference to establish a student growth goal and the teacher's focus criterion shall be held by October 31 or within sixty (60) calendar days of commencement of work if the employee's start date is after the first day of school. Prior to the goal setting conference, the teacher may but is not required or expected to complete a Self-Assessment form or any other prompts or documents. At the conference, the teacher and evaluator shall determine the teacher's focus criterion, and identify student growth measures and a student growth goal to be used for the year. If the teacher chooses criterion 3, 6 or 8 as their focus criterion, then the teacher shall determine a student growth goal for Components SG-3.1 or SG-6.1 or SG-8.1. If the teacher chooses 1, 2, 4, 5 or 7 as their focus criterion, then the teacher shall determine a student growth goal for Components SG-3.1 or SG-6.1.

Observations

Employees shall be observed in the performance of their work assignment for the purpose of evaluation at least twice a year. Observations shall be pre-scheduled. Total observation time for each employee shall be at least sixty (60) minutes.

Pre-observation conferences may be waived by mutual agreement between the administrator and teacher.

The administrator and teacher shall meet for a post-observation conference within five (5) school days after the observation. The administrator shall prepare a written report of the results of the observation(s) and conference within ten (10) school days of the post observation conference. Once the report is prepared it shall be made available to the teacher through the District's on-line evaluation tool. If there is an area of concern, the evaluator shall identify specific concerns for the applicable criteria and provide possible solutions to remedy the concern in writing.

The evaluator may conduct additional informal, unscheduled observations above and beyond these formal observations, with or without pre- and post-observation conferences. Any significant concerns of the evaluator shall be communicated in writing to the employee in a timely manner.

The teacher shall be given the opportunity to include written comments to the record of the observation.

Annual Written Evaluation

Each employee shall receive an annual written evaluation in a report conference with their evaluator no later than June 5th. Within five (5) days of the report conference and discussion, the employee may submit signed comments concerning their evaluation report, which comments shall be attached to the report in the personnel file. The summative performance rating for the teacher on a focused evaluation shall be the rating from the most recent comprehensive evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.

SECTION 7 — STUDENT GROWTH CRITERION SCORE

- A. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. For a comprehensive evaluation, evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:
 - 1. 5-12 — Low
 - 2. 13-17 — Average
 - 3. 18-20 — High
- B. Student growth data will be taken from multiple sources, and must be appropriate and relevant to the teacher's assignment. Student achievement data that measures growth between any two points in time (such as the beginning and end of the school year, semester, quarter or unit of study) shall be used to determine a teacher's student growth criterion score. Mid-point or other additional data is not necessary for a proficient score.
- C. A teacher who receives a 4 – Distinguished preliminary summative score and a Low student growth score will receive an overall 3 – Proficient rating.
- D. 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.
- E. The evaluations of certificated classroom teachers with a preliminary rating of unsatisfactory and high student growth will be reviewed by the evaluator's supervisor.

SECTION 8 — FINAL SUMMATIVE EVALUATION CONFERENCE

- A. The evaluator and teacher shall meet to discuss the teacher's final summative score.

- B. Each teacher shall sign and date the observation and evaluation forms to indicate receipt, not agreement. The teacher may attach any written comments to any observations and to the final annual evaluation report, via hard copy or the District's on-line evaluation tool.
- C. If the teacher does not agree with a final summative rating of Basic or Unsatisfactory, the teacher may request that the Association and District designate representatives to meet with the employee and principal to review the evidence and scoring that led to the evaluator's rating.

SECTION 9 — SUPPORT FOR BASIC

- A. A Plan of Assistance shall be offered within thirty (30) working days to any continuing contract employee with five or more years of experience who receives an overall summative Basic rating on a comprehensive evaluation. The Plan of Assistance shall be proposed initially by the evaluator and then presented to the employee and their representatives for input, feedback and suggestions for improvement. The employee retains the authority to decline the final plan proposed by the evaluator.
- B. The Plan of Assistance shall identify specific evaluative criteria that are the concern, benchmarks defining desired performance under the evaluation framework, and assistance and services that the District shall provide to assist the employee in improving their performance. The assistance offered shall include a mentor that provides observation and feedback through reflective conversations with the employee, and opportunities for guided observation of colleagues' instruction. The evaluator may include additional supports in the plan such as peer coaching, reading material, and District or ESD staff development courses. The parties also shall have a discussion about the student composition of the class and future classes, number of class preparations, and number of assigned schools (if more than one) to ensure that each teacher has a reasonable opportunity to be successful.

SECTION 10 — PROBATION

Employees who are evaluated as not satisfactory shall be placed on probation. Not satisfactory shall mean (a) Level 1 (Unsatisfactory) for all teachers; or (b) Level 2 (Basic) if the classroom teacher is on a continuing contract with more than five years of teaching experience and if the level 2 has been received two years in a row or two years within a consecutive three year period. Probation shall be administered in accordance with Article 30 of the current collective bargaining agreement as now or hereafter amended.

SECTION 11 — NON-CONTINUING EMPLOYEES

Non-continuing classroom teachers replacing an employee for 60 or more consecutive work days shall be evaluated using the Comprehensive evaluation by their building supervisor in accordance with this Article to the extent appropriate to the length of the employee's contract. Nothing herein shall imply an obligation by the District to employ a non-continuing contract employee beyond the duration of their contract.

ARTICLE 30 PROBATION PROCEDURES

- 30.1 In the event the District places a continuing employee on probation because said employee's work is not judged satisfactory, the probation shall be implemented in accordance with RCW 28A.405.100.
- 30.1.1 The letter of probation required by statute shall state specific areas of deficiency based on the evaluative criteria along with a suggested specific and reasonable program for improvement, which program shall include the following elements:
- A. A set of expectations delineating what levels of performance would constitute acceptable performance.
 - B. Outline for improvement which spells out courses of action and time-expectations so the employee involved can reach an acceptable level of performance.
 - C. Plans for assistance by the observing administrator which spell out additional assistance from mentors, where applicable, to improve the employee's level of performance.
 - D. A discussion between the evaluator and probationer about the student composition of the class and future classes, number of class preparations, and number of assigned schools (if more than one) to ensure that each probationer has the reasonable opportunity to be successful.
- 30.1.2 The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving their areas of deficiency. The probationer and evaluator shall mutually agree on the selection of said additional certificated employee. If the probationer and evaluator cannot agree, the employee may request that one be appointed by the ESD in accordance with law.
- 30.1.3 During observations under these procedures and during post-observation conferences with the evaluator, the probationer may be accompanied by an Association representative, at the employee's option.
- 30.1.4 If a teacher with five or more years of experience is evaluated as Unsatisfactory (level 1) and placed on probation, without previously having received a support plan after a Basic rating, the District will consult with the Association regarding the appropriate length of a probationary period necessary to complete a plan for improvement.
- 30.1.5 At the end of the probationary period, the evaluator shall prepare and submit to the Superintendent a final probation report. In such report, the evaluator shall either recommend removal from probation, (if the employee has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in the initial notice of deficiency and subsequently detailed in the improvement program), recommend that the employee be continued on probation under the existing probationary program for improvement as established in 30.1.1 above, or specifically document in writing the lack of necessary improvement for recommending nonrenewal. The evaluator shall furnish the employee with a copy of this report. If continued probation is recommended, such report shall include only those criteria in which the

employee's performance remains deficient.

A classroom teacher who has been transitioned to the revised evaluation system must be removed from probation if they have demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Basic (level 2) or above if they are a continuing contract teacher with five or fewer years of experience, or Proficient (level 3) or above if they are a continuing contract employee with more than five years of experience.

- 30.2 In the event an employee grieves the alleged misapplication, violation, misinterpretation, unfair application, or non-application of any portion of this Article, the District shall not be precluded from issuing a notice of probable cause or causes for nonrenewal, discharge, or other adverse change in contract status during the pending of such grievance.
- 30.3 Formal probationary provisions do not apply for provisional employees. If non-renewal is being considered for a provisional employee, the employee will be notified in writing by February 15. A plan of assistance will be developed by the supervising administrator and the employee. The Association will be consulted at the request of the employee. If non-renewal is recommended, the employee will be notified by the Superintendent by May 15.

ARTICLE 31 EDUCATIONAL EMPLOYEE RETENTION

- 31.1 The District shall determine the educational program and services for the District based upon the educational goals of the District and the financial resources available for the following school year. Prior to May 15 of each year, the District shall determine whether the financial resources of the District will be adequate to permit the District to maintain its employee staffing levels and its educational programs and services substantially at the same levels for the following school year, EXCEPT FOR, years in which a biennial budget has not passed by the Legislature by May 15, the District may give notice of nonrenewal on or before June 1. When it is determined that such financial resources are not reasonably assured for the following school year, the District shall adopt a reduced educational program which takes into consideration the procedures set forth below. These procedures shall also be applied to identify those employees who will be retained to implement such reduced program and those employees, if any, who must be nonrenewed. The same procedure may be used to reduce specific and isolated educational programs staffed by a certificated employee with limited educational licensure (e.g., the reduction of an under-enrolled elective program with a teacher with a vocational certificate only).
- 31.2 The following procedures shall be observed:
- 31.2.1 In order to identify resources for maintaining the basic educational program and continuing employment of employees, the District shall provide upon request of the Association, information about budgeted revenues and expenditures by budget category to date and for the past two years; provide monthly enrollment figures and projected enrollment estimates; provide tax information, to include delinquent tax accounts, actual property tax collections for the current and previous two years; and provide other financial statements produced during the regular course of business. The District shall:

- A. Hold cash reserves to the lowest minimum which will assure meeting contracted obligation
- B. To the extent possible, continue to solicit cooperation and funding from local, state and federal sources, and review cooperative programs with other school districts and King County
- C. To the extent possible, reduce non-educational expenditures related to this bargaining unit where appropriate for field trips, extra-curricular activities, supplies, materials, and equipment.

31.2.2

The District will seek recommendations from the Association in establishing budget and program priorities and in determining the number of employees required to implement modified programs and services. Such employees will be retained according to procedures hereinafter provided and in consideration of the following priorities, listed in descending order of importance:

- A. The effect upon the student(s) in the classroom is of the highest priority; therefore, the program to be retained shall attempt to minimize the consequence of program reductions upon the student(s).
- B. District health and safety standards shall be maintained.
- C. Priority will be given to those books and supplies used by students in filling basic classroom objectives.
- D. When revenues are categorical and depend upon actual expenditures rather than budget amounts, every effort will be made to maintain these programs to the limit of this categorical support.
- E. Activity programs included as a part of this agreement may be continued at a reduced level of funding. The activity programs which cannot feasibly be continued at a reduced level of funding will be dropped.

31.2.3

In the event it is necessary to retain a reduced number of employees for financial reasons, those employees who will be retained to implement the District's reduced program and those employees who will be nonrenewed from employment will be identified by using the procedures set forth in paragraphs A through E below:

- A. The District will determine, as accurately as possible, the total number of certificated staff known as of April 15 leaving the District for reasons of retirement, family transfer, normal resignations, leaves, discharge or nonrenewal, etc., and these vacancies will be taken into consideration in determining the number of available positions for the following school year.
- B. Upon District determination of educational programs, services, and activities to be retained, employees shall be assigned to appropriate positions by the District subject to the provisions of this agreement and state law and state regulations.
- C. The District shall (1) retain those employees with non-provisional continuing contracts over those with provisional continuing contracts; and if more employees with non-provisional continuing contracts remain than positions available, the District shall (2) retain those employees with the longest period

of service as a certificated public school employee on a seniority basis as provided below. "Seniority" shall mean the number of years of certificated experience as established by state law and administrative code, and OSPI guidelines for S-275 reporting. Employees on leave will have that seniority credited to them at the time they discontinued active service to the District, unless otherwise provided in this Agreement.

- D. In the case of equality of seniority, the determining factor will be seniority within the District. If ties still exist, the certificated employee at the most advanced point on the vertical column of the salary schedule shall have preference. In the event ties still exist, the employee(s) with the largest number of college, university and professional credits eligible for recognition by the District for salary purposes beyond the B.A. degree, as earned and recorded in the Certification Office as of December 31, shall have preference.
- E. In the event that reduction in staff is necessary, the District shall not retain an employee who holds a noncontinuing contract for leave replacement.

31.2.4 Employee reductions developed in accordance with these procedures shall be acted upon by the District on or before May 15, and shall receive written notice from the District on or before the date described above EXCEPT FOR, years in which a biennial budget has not passed by the Legislature by May 15, the District may give notice of non-renewal on or before June 1 and all affected employees shall be notified in writing of such action.

31.3 By January 31 of each year, the Human Resources Office will publish on the District website the Preliminary Employee Seniority Lists Employees who believes that an error has been made in their seniority must notify the Human Resources Offices of the alleged error by March 1.

31.3.1 The following provisions shall be applied in developing the list of certificated employees to be retained:

- A. College credits must be supported by official transcripts (not simply grade slips) which the individual has on file in the Human Resources Office. It shall be the responsibility of the individual employee to furnish the District with such supporting transcripts. All transcripts and records of professional credits and experience must be on file by October 1 of the school year that Article 31 is applied.
- B. An employee's status (full-time vs. part-time) is not a factor for the retention decision. An employee's certification, endorsement(s), total seniority, etc., are appropriate factors for consideration. A part-time employee shall not be eligible to be retained in a position of higher FTE status than that held at the time of retention determination until such time as employment has been offered to everyone in the employment pool in their category or categories.
- C. Each certificated employee employed under a continuing contract shall be considered for retention in the employment category or categories for which the employee is qualified. The employee shall first be considered for retention in the category or categories held and then in any other category or

categories for which the employee may be qualified according to the provisions of this paragraph. For the purpose of this paragraph, an employee is qualified for a category if they have the proper certification, and if employed on or after September 1, 1987, has the proper endorsement.

1. The employee is currently assigned or has previously been assigned .4 FTE or more (under continuing or noncontinuing contract) for one full school year to such category; or
2. The employee is currently assigned or has previously been assigned .2 FTE (under continuing or noncontinuing contract) two (2) or more consecutive years; or
3. Employees for which an endorsement is not required must have an academic major as stated on the official transcript or presents written documentation from an appropriate college or university that such employee has earned credits in that field equivalent to a major.
4. Substitute service, unless used for initial placement on the certificated employees' salary schedule, cannot be used for category qualification.

D. The following categories are established:

1. Elementary teaching personnel will be considered for retention in the following categories: Primary, Intermediate, Elementary Music, and Elementary Physical Education.
2. Secondary teaching personnel will be considered for retention in the following categories:

American Sign Language
Art
Automotive Service Technology
Biology (which includes Botany, Life Science)
Business Education
Chemistry
Technology Education
Drama
English/Language Arts
English as a Second Language
Family and Consumer Science
Foreign Language (by language)
General Science
Health
Health Occupations
Industrial Arts
Math Advanced (higher than Algebra 2)
Math – (Algebra 2 or lower)
Marketing Education
Middle Level (grades 6-8):

English/Language Arts
Math
Science
Social Studies
Music (Instrumental) Music (Vocal)
Physical Education
Physics
Reading
Social Studies (which includes Economics, Geography, History,
Political Science)
STEM-CTE

(In the event a subject area is not described above, the District and Association shall meet and decide whether or not a new category should be created or the subject matter taught should be subsumed under an existing category.)

Secondary teachers with certificates issued after September 1, 1987 must be endorsed in the specific subject areas in which they are teaching.

3. Supportive staff personnel will be considered in the following categories: General Counselor, Vocational Counselor, Specialist (by area of specialty), Secondary Library Media Specialist and Elementary Library Media Specialist.
 4. Special Education personnel will be considered for retention in the following Categories: Preschool Special Education Teacher, Elementary Special Education Teacher, Secondary Special Education Teacher, Teacher of the Blind, Teacher of the Deaf, Educational Caseworker, Speech Language Pathologist, Audiologist, Occupational Therapist, Physical Therapist, and Psychologist.
- E. All employees who are not retained in accordance with these procedures shall be nonrenewed and placed in an employment leave pool for possible reemployment during the next three (3) school years. Employment pool persons will be reemployed as provided below.
- F. It shall be the responsibility of each person placed in the employment leave pool to notify the administrator in charge of Human Resources in writing between January 1 and January 31 if said person wishes to remain in the employment leave pool up to October 1 of the subsequent school years. If such notification is not received, or if a person is not reemployed by October 1, within three (3) years following nonrenewal, the name of any said person shall be dropped from the employment leave pool.
- G. When a vacancy exists within the category or categories held by the employee, the District shall offer the position to the person in the employment leave pool with the most seniority within category. Any verbal offer must be followed up with a written offer. Such persons will have ten (10) calendar days from the receipt of the written offer of employment for which the former employee is qualified. Refusing the second offer shall result in the individual's name being placed on the

bottom of the rehire list.

- H. The District will utilize employment leave persons as substitutes on a first priority basis, provided that each member of the pool seeking such employment registers with the District substitute office.
- I. Insurance eligibility and benefits may be continued at the employee's option and at the employee's own expense where permitted by insurance company agreements and consistent with provisions of COBRA.
- J. Each employee shall have the right to appoint power of attorney to respond to District employment offers.

31.4 In the event of implementation of Article 31, it is recognized that the certificated employees of the District holding administrative positions, and not included in the bargaining unit covered by this Agreement, may be retained or included within the reduction-in-force pool pursuant to this Article if their position has been eliminated and such administrator has proper certification/endorsement and qualifies for one or more categories for which they are being considered.

31.5 In the event that an employee grieves an alleged misapplication of these employee retention provisions, the District shall not be precluded from proceeding with nonrenewal, discharge, or other adverse effect in contract status during the pending of such grievance.

ARTICLE 32 EMPLOYEE INITATED TRANSFER/REASSIGNMENT

32.1 The District shall, in making assignments, consider the qualifications, interests and aspirations of its teachers, as well as the needs and best interests of the District.

32.2 A vacancy shall be defined for purposes of this Agreement as a position vacated and available through resignation, termination, retirement or created by opening of a new school building, except in the case of block transfers. In the interests of the efficient and timely filling of vacancies, employees are encouraged to notify the District of their intent to resign or retire as soon as possible.

32.3 Vacancies will be posted on-line for five (5) school days according to the following schedule:

- A. The second Friday in April
- B. The first Friday in May
- C. The third Friday in May
- D. The second Friday in June

Positions may be posted prior to the second Friday in April, following a conversation and agreement between the District and the Association.

August vacancies will be posted online on the first business day of the month. This posting will be for two days.

A list of vacancies and a link to the district's applicant tracking system will be emailed to employees.

- 32.4 Employees wishing to apply for any of the posted vacancies will submit their application to Human Resources by 9:00 p.m. on the day the posting closes.
- With mutual consent of administrators at affected sites and Human Resources and the Association, transfer candidates who expressed interest in that position from the Summer Transfer List may be considered after the closing date.
- 32.4.1 Any transfer applicant with the appropriate endorsement and certification who applies during the 7 day window will be interviewed prior to outside candidates being interviewed. Within seven (7) calendar days of closing of the posting, Human Resources or the Principal or Supervisor will arrange for an interview between the Principal/Supervisor and the transfer applicant(s). At the third day of the window, the principal may initiate contact with outside candidates to schedule interviews. Interviews of outside candidates may only occur after the closing date.
- 32.4.2 Within twenty (20) calendar days after the interview, the applicant will be notified of the result of the application and interview. Candidates not selected will receive upon request, a conference with the Principal/Supervisor for the purpose of explaining the reasons why they were not selected.
- 32.5 When an employee resigns after the June posting but prior to the August posting, the District may fill the vacancy, provided that employees interested in specific positions will notify Human Resources of their interest, in writing, including building and grade level by the last day of June and shall include a summer email address and telephone number.
- Employees with the appropriate certification/endorsement may specify:
- Up to six (6) building sites and/or two (2) secondary content areas, or programs.
 - Up to six (6) elementary building sites and/or up to four (4) early childhood, elementary grade levels, programs, or specialist positions.
- 32.5.1 Should a vacancy occur, the employees who have expressed an interest in said position or a similar position shall be contacted by Human Resources and notified of the vacancy.
- 32.5.2 The employees so notified shall have the responsibility of contacting Human Resources indicating their interest in said position within three (3) days of receiving such notification.
- 32.6 The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the District without undue disruption to the existing instructional program. If the Superintendent's office in its reasonable judgment, so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current school year, at which time the position will be considered vacant.
- 32.7 The District declares its support of filling vacancies from within its own certificated staff.
- 32.8 The District reserves the right to interview candidates from outside the District for vacancies within the District, provided candidates within the District have already been considered and interviewed.

ARTICLE 33 DISTRICT INITIATED TRANSFER

- 33.1 In the event that the District considers a transfer from one school to another for an employee for the ensuing school term due to a change in program, student enrollment, or school staff needs, the employee shall be notified in writing at least thirty (30) days prior to the proposed transfer, provided that this thirty (30) day notice may be waived following consultation with the Association and the employee.
- 33.2 The employee shall have the right to meet with their immediate supervisor regarding the proposed transfer.
- 33.3 No transfer as defined above shall be made without the consent of the employee except to prevent undue disruptions of the instructional program, in cases of emergency, change in staff requirement due to student distribution, or program changes.
- 33.4 Any employee accepting the position of an employee on leave shall be reassigned, provided the returning employee returns to their original position.
- 33.5 No employee shall be involuntarily transferred to an area within which the employee is not qualified by training, education, experience or certification requirements.
- 33.6 No employee shall be subject to an involuntary transfer more than two (2) times within any five (5) year period of time, except in extenuating circumstances such as situations where a specific program is moving to a new location, FTE is being deleted or reduced in an area where an employee's certification is limited such as vocational education, the employee has a partial FTE or works a partial FTE in more than one building, one of which is gaining or losing FTE, etc.
- 33.7 Beginning teachers in their first two years of teaching shall not be subject to transfer.
- 33.8 When the need for an involuntary transfer exists, the following procedure will be followed:
- A. The appropriate administrator will first inform the total certificated staff or staff affected by the transfer within the school of the need for transfer and the reason for the need. The administrator will then call for volunteers for transfer.
 - B. If there is more than one volunteer, the volunteering employees will be evaluated according to teaching experience, certification, and endorsements. It is understood a transfer will be denied if an employee has received or will receive an unsatisfactory on the evaluation in the year the transfer would be considered or if the employee were disciplined for a serious matter.

The employee with the most years of experience in the District whose transfer will resolve the school's excess staffing will have the first right of refusal for the transfer.
 - C. In the event that no certificated employee volunteers or that the volunteer lacks qualifications for the position as defined in 33.8.B, or

the volunteer would not resolve the school's excess staffing, the administrator responsible will select the individual with the fewest years of experience in the District to be transferred, except where 33.6 and 33.7 apply. This employee shall be displaced unless their displacement would not resolve the school's excess staffing or the employee lacks qualifications for the transfer as defined in 33.8.B, in which case the administrator will move up the seniority list examining endorsements and determining what reassignments within the school may be necessary in order to find the individual with the least district seniority whose displacement will resolve the school's excess staffing.

- 33.9 An employee who is involuntarily transferred out of a school will be given first right to return for one (1) year to the school from which the employee was transferred, if the FTE is not greater than the FTE held by the employee. This right to return precedes the process described in 33.12.
- 33.10 Administrators shall provide appropriate support and training for employees who are involuntarily transferred in order to ensure their success in their new position.
- 33.11 Employees who are being transferred under this Article from one school to another will be provided with one day of per diem pay to move out of the school and one day of pay to set up their classroom at the school in which they are being transferred. An employee required to move from one classroom to another within the building will be provided with one day to move out of the existing classroom and one day to set up the new classroom. An additional day or days may be granted by the District after evaluating the employee's request for extenuating circumstances. The District shall provide boxes and movers.
- 33.12 The District shall identify all displaced employees (employees who have been identified for involuntary transfer) no later than the last work day of the second full week in May. However, if enrollment changes necessitate a later displacement prior to October 1, notification will be made at least five work days prior to the transfer. Vacancies shall be filled by these employees prior to other applicants, except for vacancies for which there is not a qualified displaced employee.

By no later than the end of the third full week of May, the District shall identify and provide a list of all known certificated vacancies and program movements to the Association.

- A. Employees whose program (Dual Language, Pace, Special Ed., etc.) in its entirety is moving to another site shall move to that site with the program.
- B. Specialist staff consisting of PE, Music, Librarians, Special Education, Counselors, and Reading Specialists shall be reassigned to vacancies within their specialties. No later than the beginning of the fourth full week in May, the District shall provide a list of vacancies in each specialty area to the most senior displaced employee in each specialty area, who shall select a position from the list.

The list shall then be provided to the next most senior displaced employee to select from the remaining vacancies in the same manner, and so on until all displaced specialist staff have had an opportunity

to select, provided there are sufficient vacancies. Employees shall each have 3 days to select from the offered list, unless there is only one position listed, which shall be assigned to the employee.

- C. Staff other than those described in 33.12. A and B shall be reassigned as follows: No later than the beginning of the fourth full week in May, the District shall provide a list of known vacancies to the most senior displaced employee (other than those in A or B above), who shall select from among the vacancies, provided they are qualified on the basis of their teaching experience, certification, endorsements and No Child Left Behind highly qualified requirements. The list shall then be provided to the next most senior displaced employee to select from among the remaining vacancies, and so on until all displaced employees have had an opportunity to select, provided there are sufficient vacancies. Employees shall have 3 days to select from the offered list, unless there is only one position listed for which they are qualified, which shall be assigned to the employee.
- D. All employees shall be assigned and moved no later than August 15 for the coming school year, unless there is not a position for which they are qualified, or unless the vacancy to which they are transferring arose after August 1, in which case the move shall be made as expeditiously as possible.
- E. The District shall ensure that a projector and a document camera are available in the employee's new classroom. The employee may request an interactive whiteboard for the new classroom. Approval is subject to availability of existing interactive whiteboards or availability of Technology funding for this specific purpose.

- 33.13 If there are ties in District seniority, seniority order amongst those with such a tie shall be determined by the order of Washington State certificated years of experience in school districts, OSPI, and Educational Service Districts. If there are ties remaining, the earliest date of the District's letter offering certificated employment shall determine seniority order.
- 33.14 In the event it is necessary to offer displaced employee's partial FTE assignments in more than one school, the District may combine schools based on scheduling and proximity needs in order to create a complete assignment.

ARTICLE 34 REASSIGNMENT WITHIN A SCHOOL

- 34.1 Reassignments within a school will require that a teacher's training, education, experience, or certification requirements will be the primary consideration when it is necessary to make a reassignment from one grade level or discipline area to another.
- 34.2 Teachers will not be reassigned within a school arbitrarily. Teachers will not be reassigned into positions that are significantly different than their current assignment unless there are extenuating circumstances. Such extenuating circumstances shall always be explained in conversations with the teacher before reassignments are finalized.

- 34.3 When reassignments within a school are necessary, volunteers shall be sought prior to selection of a staff member for reassignment.
- 34.4 If there are two or more employees who could be reassigned and the primary considerations are substantially equal (about the same), an employee's years of service in the District will be the determining factor in maintaining the employee's assignment.
- 34.5 An employee reassigned and required to move from one classroom to another within a building will be provided with one day to move out of the existing classroom and one day to set up the new classroom.
- 34.6 Except in unusual circumstances of student need reviewed by the counselors and building administrators, the District shall schedule students for classes scheduled outside of the regular student day only when those classes are in addition to, rather than substituting for, classes during a student's schedule during the school day. Secondary schools will seek qualified volunteers within the existing staff assigned to the school before assigning classes outside of the regular student day. If there is a need, but no volunteers, the least senior qualified teacher without an additional prep will be selected. If there is more than one qualified teacher, a teacher will not be involuntarily assigned two classes outside of the regular student day two years in a row. Teachers with such assignments may choose to block their before- and after-school non-instructional work time. Teachers and principals shall work together to make additional accommodations regarding the impact these additional periods may have on before- and after-school meetings, before- and after-school student supervision and other non- instructional duties.

ARTICLE 35 ILLNESS, INJURY, EMERGENCY LEAVE, AND FAMILY MEDICAL LEAVE
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- 35.1 The following provisions for illness, injury and emergency leave shall be in accordance with statutory and regulatory provisions.
- 35.2 Illness, injury, and emergency leave:
- 35.2.1 At the beginning of each work year, each employee will be credited with twelve (12) days of illness, injury or emergency leave, based upon their FTE, which will accumulate from year to year up to 180 days and such accumulated leave may be taken at any time during the school year, but for the purposes of payment for unused illness, injury and emergency leave shall not exceed twelve (12) days per year.
- 35.2.2 The District shall credit to the employee all unused illness, injury and emergency leave earned during the employee's service with other Washington State school districts, the Washington State Superintendent of Public Instruction, or any Washington Educational Service Districts.
- 35.2.3 If the employee has used 10 days of leave for illness or injury, the District may ask an employee for either, at the employee's option, a health care provider's certificate or a notarized statement executed by the employee, attesting that such leave was taken for the employee's personal illness or injury. Once an employee has used over 12 days of leave for illness or injury in the course of a school year, a supervisor may require an employee using illness or injury leave to provide the District with a note from a health care provider for each additional period of absence.

- 35.2.4 Accumulated days of the illness, injury and emergency leave may be used as emergency leave, provided that such emergency leave is used for one or more of the following purposes:
- A. Any medical, mental health or disabling condition of persons in the employee's immediate family or household; which requires treatment or medication that the person cannot self-administer or which would endanger the person's safety or recovery without the presence of the employee;
 - B. Court appearance or hearing in which the employee is an individually named party;
 - C. Additional bereavement leave; or
 - D. Disaster created by forces of nature having serious effects upon the employee's property, health, or human safety.
- 35.2.5 The situation requiring use of emergency leave must be serious, essentially unavoidable, where preplanning is not possible, of major importance, and not for the mere convenience of the employee.
- 35.2.6 Illness, injury and emergency leave days shall be allotted on a pro rata basis for employees entering service during the school year.
- 35.2.7 Unauthorized use of illness, injury or emergency leave by an employee shall constitute probable cause for disciplinary action.
- 35.2.8 All employees shall receive compensation for eligible accumulated illness, injury and Emergency leave as an employee attendance incentive program, as outlined in Addendum E.
- 35.3 The District shall provide family and medical leave (FMLA) in accordance with the state and federal law. A summary of the law is included in Addendum H. Paid leave shall be included in the calculation of FMLA eligibility.
- 35.3.1 The family and medical leave is in addition to any leave for sickness or temporary disability because of pregnancy or childbirth.
- 35.3.2 Upon returning from family and medical leave, the employee is entitled to be returned to the same position they previously held or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.
- 35.3.3 Any employee who works principally in an instructional capacity and who would be on leave for greater than 20 percent of the total number of working days in the period during which the leave would extend, may be required to take leave for periods of particular duration or to transfer temporarily to an alternative equivalent position that better accommodates the leave.
- 35.3.4 Any employee who works primarily in an instructional capacity and who requests a period of leave near the conclusion of the academic term may be required to continue the leave until the end of the term.

ARTICLE 36 WA STATE PAID FAMILY AND MEDICAL LEAVE AND INSURANCE

- 36.1 Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. The District shall pay the state-determined employer wage premium and the employee shall pay the state-determined individual wage premium to fund this leave. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law.
- 36.2 When such leave is used for pregnancy disability, the District shall maintain health insurance benefits during the period of approved PFML leave when the employee qualifies under FMLA or by meeting the 630 hour standard for the year.
- 36.3 Employees shall have the option of supplementing PFML benefits with either a half-day or full-day of sick leave for each day the employee is absent from work while accessing PFML benefits. Such payments will be considered supplemental benefits under the law.

ARTICLE 37 LEAVE OF ABSENCE

- 37.1 A leave of absence without pay shall be granted to employees for the purposes of teaching at a recognized school outside the District, attending a recognized college or university, working for a professional organization, working in a professionally related field, physical and/or psychological recuperation, travel and other valid experience.
- 37.2 A leave of absence shall be granted according to the following provisions:
- 37.2.1 The certificated employee shall have three or more years of experience in the District.
- 37.2.2 Applicants must apply and receive approval from the administrator in charge of Human Resources for a Leave of Absence. The number of employees granted leave shall not be more than five percent (5%) of the certified staff at any one time.
- 37.2.3 Employees shall apply for leave of absence through the administrator in charge of Human Resources by March 1 of the preceding year on the appropriate form. By April 1, the District shall notify the applicant in writing of the action taken, including rationale in cases of denial. In emergent or midyear situations this provision may be waived or modified by action of the administrator in charge of Human Resources. After approval, if the employee rejects the leave, they must notify the administrator in charge of Human Resources in writing by April 15 and shall be assigned to their original position. If the employee does not notify the administrator in charge of Human Resources in writing by April 15, they shall be assigned to a similar position at the teaching level occupied prior to leave request, i.e., high school, middle school, intermediate grades, or primary grades.
- 37.2.4 The duration of the leave of absence shall not be more than one (1) school year nor less than one (1) student term. In extenuating circumstances, the Board may extend such leave for one additional year.

- 37.2.5 The employee on leave will retain their seniority but shall not accrue salary increments and benefits except as provided by 37.3 below.
- 37.2.6 Upon return from the leave, the employee shall be placed in a similar position at the teaching level occupied prior to leave, i.e., high school, middle school, intermediate grades or primary grades.
- 37.2.7 By March 15 of the year of the leave, the employee shall give written notice to the administrator in charge of Human Resources of their plan to return to the District.
- 37.3 Full credit for teaching experience, including salary increments, shall be given for paid leaves of absence only.
- 37.4 Employees may request a leave of absence for the purposes of teaching at a recognized school outside the District, attending a recognized college or university, working in a professionally related field, or other valid experiences.
- 37.5 Insurance eligibility and benefits may be continued at the employee's option and at the employee's own expense where permitted by insurance company agreements and consistent with provisions of COBRA.

ARTICLE 38 PROFESSIONAL LEAVE

- 38.1 A member of the bargaining unit elected or appointed to a state or national affiliate office of the Association shall be granted leave according to the provisions of Article 37, provided that such leave will be renewed yearly for the duration of the time in office to a maximum of four (4) years.
- 38.1.1 The employees shall not accrue additional seniority, salary increments, or other related benefits during the leave.
- 38.1.2 Upon return to the District, such employee shall be placed in a similar position at the teaching level occupied prior to leave, i.e., high school, middle school, intermediate grades or primary grades, provided that the District is notified by the employee in writing by May 15 for state affiliate office or July 15 for national affiliate office, the year of anticipated return. Members of the Association presently holding such affiliate offices shall be granted leave.
- 38.2 Any employee elected to a local professional association or union office shall be granted a leave with pay for one (1) year, provided all costs to the District are reimbursed by the organization which they represent. During such leave, the employee shall accrue seniority, salary increment, retirement credit as allowed by the Teachers' Retirement System (TRS), and other related benefits. Upon request, such leave shall be extended annually. The employee may return to the same position at the same worksite immediately following two years on leave, unless the position has been eliminated due to layoff, displacement or a necessary reassignment due to a change in class offerings. Upon return to the District, after three or more years on leave, such employee shall be placed at the same position held prior to the leave or, if that position is not available, select an open position of like nature and status. In the event the employee does not notify the District in writing by June 1 that they shall return, such employee shall

be placed in a similar position at the teaching level occupied prior to leave, i.e., high school, middle school, intermediate grades, or primary grades.

- 38.3 Provided that prior travel authorization has been granted, the District shall grant leave with pay to employees who attend conferences or other conventions associated with professional organizations, provided that such meetings are primarily for professional growth and/or curriculum development, and further provided such leave will not adversely affect the performance of the employee's assigned duties. The District shall provide transportation, registration, and District per diem expenses, within the limits of the District and/or building travel fund budgets.
- 38.4 The Association hereby declares and promises that it shall indemnify and hold harmless the District, its officers, agents, or employees against any claims made or any suit instituted against the District or said persons, individually or severally, resulting from the implementation of the provisions of this Article, provided that the Association shall have the right, but not the duty, to designate the attorney who may assist in the defense of any suit brought against the District as a result of these provisions. If any attorney is so designated, the Association shall be required to pay all their fees and costs.

ARTICLE 39 CHILDBIRTH/CHILD CARE LEAVE

39.1 PARENTAL/GUARDIAN LEAVE FOR THE CARE OF A CHILD

Five (5) days of paid leave shall be granted annually to each employee on the occasion of the birth, adoption, or foster placement beyond one month of a child or children in the employee's home. In addition, an employee shall be granted leave for childbirth, adoption, or foster placement under the provisions of Article 39 (Childbirth/Child Care Leave).

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

The certificated employee shall be re-employed at the end of the leave of absence or at the beginning of the following contracted year, as mutually agreed upon by the Human Resources Office and the certificated employee and under the provisions of Article 39 (Childbirth/Child Care Leave).

- 39.2 Employees shall be granted leave without or with pay for purposes of childbirth and/or childcare and/or adoption or permanent custody according to the following provisions.
- 39.3 An employee requesting leave for the birth, adoption or permanent custody of their child shall give written notice to the administrator in charge of Human Resources no later than sixty (60) days prior to the expected date of birth, adoption or permanent custody. In extenuating circumstances notice will be waived. The written request for such leave shall include: 1) the anticipated date of birth, adoption or permanent custody, 2) the estimated date illness and injury leave is to begin, and 3) the estimated date other requested leave is to begin.
- 39.3.1 A pregnant employee may continue to work until, in the judgment of the immediate supervisor and the personal physician, their work or health are in any way impaired by their condition.

- 39.3.2 Illness and injury leave shall be granted to no more than accumulated leave allowance and may be used on contracted calendar year days. Following birth, adoption, or permanent custody of a child, illness and injury leave may be consecutively utilized up to the employee's accumulated number of leave days. In the case of summer birth, (June, July, August) an employee who has accumulated illness and injury leave may use accumulated paid leave beginning at the start of the school year.
- 39.3.3 Consistent with the Family and Medical Leave Act (FMLA) of 1993, the District will grant eligible employees up to 12 work weeks total of unpaid FMLA leave during the 12 month period from July 1 through June 30 for birth, adoption or permanent custody of a child or other reasons specified under FMLA Leave (Board Policy 5402 and Article 35.3 of this agreement). Employees requesting FMLA leave shall complete the required form, available through the Human Resources Department, stipulating anticipated starting and ending dates of the leave. FMLA leave for eligible employees shall be granted in addition to the paid accumulated sick leave outlined in 39.3.2 above.
- 39.3.4 Unpaid Child Care leave may commence following illness and injury leave and/or leave taken under the provisions of FMLA (Board Policy 5402) for employees employed with the District three years or more. Unpaid childcare leave shall be extended at the employee's request until the beginning of the school year following the birth, adoption, or permanent custody of a child. Unpaid Child Care leave may be extended for one year following the beginning of the next school year after the birth of the child.
- 39.3.5 By March 15 of the year of the leave, the employee shall give written notice of their plan to return to duty to the administrator in charge of Human Resources. In the case of a spring or summer birth, the employee shall give such notice as soon as possible.
- 39.4 An employee granted any of the above leaves who desires to return to duty during the period of leave may return if the employee, the employee's immediate supervisor, and the administrator in charge of Human Resources mutually agree.
- 39.5 Upon return to duty from any of the above leaves, the employee shall be placed in a similar position at the teaching level occupied prior to the leave, i.e., high school, middle school, intermediate grades, or primary grades.
- 39.6 During any of the above leaves, the employee shall accrue seniority, salary experience increment, or other credits only to the extent such are affected by illness and injury and emergency leave.
- 39.7 Once illness and injury leave has been exhausted and/or any Family and Medical leave entitlement is exhausted, district paid benefits shall cease. Insurance eligibility and benefits may be continued at the employee's option and at the employee's own expense where permitted by insurance company agreements and consistent with provisions of COBRA.

ARTICLE 40 CITIZEN RESPONSIBILITY LEAVE

- 40.1 The District shall grant leave with pay for jury duty. The employee shall notify Human Resources when notification to serve is received. Any compensation received for this duty shall be retained by the employee to cover allowable expenses.

- 40.2 The District shall grant leave with pay to employees who are subpoenaed to appear in a court of law when the employee is not the plaintiff or the defendant in said lawsuit. Any compensation received for this duty shall be retained by the employee to cover allowable expenses.
- 40.3 The District shall grant leave without pay to any employee who has been elected to a local, state, or national government office. Upon return to the District, the employee shall be placed in a similar position at the teaching level occupied prior to leave, i.e., high school, middle school, intermediate grades, or primary grades, provided the employee notifies the administrator in charge of Human Resources in writing by April 15 of the year of the leave that they shall return. In the event such notice is not given or that the employee's position has been eliminated, they shall be returned to a position of like nature and status. The employee shall retain all seniority but shall not accrue benefits and salary increments.
- 40.4 The District retains the right to extend such leave beyond one year.

ARTICLE 41 FEDERAL SERVICE LEAVE

- 41.1 Leaves without pay shall be granted to employees for federal military service when the employee is ordered to active duty. For an extended involuntary military assignment, the District agrees to allow the employee to use accumulated emergency leave.
- 41.2 Leave without pay for one (1) year may be granted to employees for other federal service such as VISTA and the Peace Corps, provided that such service will commence between school years.
- 41.3 Upon return to the District the employee shall be placed in a similar position at the teaching level occupied prior to the leave, i.e., high school, middle school, intermediate grades, or primary grades, provided the employee notifies the District in writing by April 15 of the year of the leave that they shall return. In the event such notice is not given, they shall be returned to a position of like nature and status. The employee shall retain seniority and may accrue experience credit as recognized by state law and Article 48 of this Agreement.

ARTICLE 42 PERSONAL LEAVE

See Article 14.6

- 42.1 The District shall grant each employee two (2) days of paid leave for personal reasons. The employee shall not be required to state reasons for the leave other than it is "personal."
- 42.2 No more than thirty (30) employees may use a personal leave day on a day adjacent to a holiday or vacation break. Only the first thirty (30) such requests on any given day shall be granted. Employees who are not provided with substitutes in their absence shall not be counted in this limit.
- 42.3 Personal leave shall be cumulative to a maximum of eight (8) days, Consecutive personal and/or other employee-choice release days (overload, IEP, and/or department head days) shall be limited to eight at any one time.

- 42.4 Personal leave for three (3) consecutive days or more, except in cases of unanticipated circumstances, will be scheduled with the employee's supervisor at least one week in advance.
- 42.5 All employees may elect to receive monetary compensation for unused accumulated personal leave as specified in Addendum E.

ARTICLE 43 RELIGIOUS OBSERVANCE DAYS

- 43.1 Employees whose religious affiliation requires observance of mandatory holy days during the work year and during work hours shall be granted one day of leave for this purpose. In addition, an employee may also use personal leave for religious observance as outlined in Article 42.

ARTICLE 44 BEREAVEMENT LEAVE

- 44.1 The District shall grant bereavement leave with pay to an employee according to the following provisions:
- 44.1.1 A maximum of 5 days of bereavement leave for each death in the employee's family or household and up to 2 days of bereavement for the funeral of a friend.
- 44.1.2 The aforementioned days are for each death listed above (per occurrence), and are not accumulative from year to year.
- 44.1.3 With the approval of the administrator in charge of Human Resources, the days may be taken at a time other than shortly after the death.
- 44.2 The District shall permit employees to use any portion of their illness, injury, emergency, or personal leave days necessary for additional bereavement.

ARTICLE 45 TEMPORARY DISABILITY LEAVE

- 45.1 The District shall grant to an employee who, for medical reasons (physical or mental), cannot perform their duties a temporary disability leave under the following provisions:
- 45.1.1 Temporary disability leave may be taken before or after the benefits under illness and injury leave have been totally expended.
- 45.1.2 Unless the employee first resigns or returns to duty, this leave shall extend for the duration of the temporary disability or for the remainder of the school year, whichever period is greater. Temporary disability leave may be extended for an additional school year upon application by the employee by April 15 and District approval.
- 45.2 The District shall place the returning employee in a similar position in the teaching level occupied prior to leave, i.e., high school, middle school, intermediate grades, or primary grades.

- 45.3 Insurance eligibility and benefits may be continued at the employee's option and at the employee's own expense where permitted by insurance company agreements and consistent with provision of COBRA.

ARTICLE 46 INSTRUCTIONAL AND PROFESSIONAL IMPROVEMENT

An amount of money equal to \$260 times (x) the total certificated employee FTE as of October 1 each year shall be budgeted as delineated below. Beginning with the 2020-21 school year, the base amount per FTE (\$260) shall be increased by the state's inflationary adjustment index as reflected in the state apportionment act.

- 46.1 PROFESSIONAL IMPROVEMENT FUNDS: Nine percent (9%) shall be allocated annually to a professional improvement fund for access by the District's Human Resources Department to assist certificated staff in need of professional improvement. These funds shall be jointly administered by the administrator in charge of Human Resources and the NSEA President.
- 46.2 BUILDING INSERVICE FUND: Ninety-one percent (91%) shall be allocated annually for Building Inservice as defined in 46.2.1.
- 46.2.1 Each building inservice fund account shall be carried over into the next school year. In the event of a building closure, unused funds shall be distributed among the other buildings, pro-rated based on FTE certificated staff.

ARTICLE 47 GRIEVANCE PROCEDURES

- 47.1 A grievance is a claim filed by an employee and/or the Association with the consent of an aggrieved employee alleging that the District has violated, misinterpreted, misapplied, unfairly applied, or not applied any provision of this Agreement which affects said employee and which shall be processed as hereinafter provided. This Article shall not limit an employee's right to discuss a complaint via administrative channels and to solve the problem without resorting to these grievance channels. It is usually most desirable for an employee and the appropriate administrator to resolve problems through free and informal communications. (Employees may obtain grievance processing forms at the Association Office or the District Human Resources Office.)
- 47.1.1 Step 1 – Within twenty (20) school days following knowledge by the grieving employee(s) of an alleged violation, misapplication, misinterpretation, unfair application, or lack of application of any provision of this Agreement affecting a grieving employee, the employee(s) shall invoke this grievance procedure by filing a written claim with the supervisor immediately involved in the dispute. If the grievance involves more than one school building, it may be filed with the Superintendent or their designee. Within five (5) school days of receipt of the grievance claim, the immediate supervisor shall schedule a meeting with the grievant and such meeting shall be held within ten (10) school days of receipt of the grievance. The grievant may be represented by an Association grievance representative at the grievant's sole option, in an effort to resolve the grievance. The immediate supervisor shall answer the claim in writing within ten (10) school days of such meeting and shall furnish a copy thereof to the grievant, the Superintendent, the Association and the Grievance

Representative(s). Such answer shall include the reasons upon which the decision is based.

47.1.2 Step 2 – If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) school days of such meeting, the grievance shall be transmitted by the grievant to the Superintendent or their designee within ten (10) school days. The Superintendent or their designee shall schedule a meeting with the grievant within five (5) school days of receipt of the grievance, and such meeting shall be held within ten (10) school days of receipt of the grievance. The Superintendent or designee shall indicate the disposition of the grievance in writing within ten (10) school days of such meeting, and shall furnish a copy thereof to the grievant, the Superintendent, the Association and the Grievance Representative(s). During this meeting, the grievant may be represented by an Association grievance representative at the grievant's sole option. Legal advisors and witnesses for both parties may be present.

47.1.3 Step 3 – If not satisfied with the disposition of the grievance at Step 2, the grievant shall, with the consent of the Association, within twenty (20) school days so advise the Superintendent or their designee of the intent to submit the dispute to arbitration. Once notice to the superintendent or designee is provided, the parties shall meet to mutually identify the arbitration agency which will handle the matter; provided, however, if the parties are unable to agree upon an arbitration agency to submit the dispute, the matter will be forwarded to the American Arbitration Association (AAA), or other mutually agreed upon agencies, such as the Federal Mediation and Conciliation Service (FMCS), for processing.

- A. Arbitration shall be conducted by an arbitrator selected by the District and Association from a list of persons submitted to them by the arbitration agency agreed upon in accordance with that agency's selection rules.
- B. During arbitration under this Agreement, the agreed upon arbitration agency's rules shall apply; additional rules may be adopted by the arbitrator. By mutual consent, expedited rules shall apply.
- C. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. They shall decide all arbitrability issues. Upon request of either party, the merits of the grievance and the arbitrability issues arising in connection with the grievance shall be consolidated for hearing before the arbitrator; provided, however, that the arbitrator shall consider any questions of arbitrability of the grievance prior to hearing the merits of the grievance.
- D. During arbitration, neither party may present any documentary evidence to the arbitrator not previously disclosed to the other party.
- E. The arbitrator shall determine the decision or award, which shall be published in writing not later than thirty (30) calendar days from the date of the hearing or, if oral hearings have been waived by both parties, then from the date the final statement and proof are submitted to the arbitrator. The decision or award shall set forth the arbitrator's findings of fact, reasoning, and conclusions on the issues submitted and shall be final and binding on both parties.

- 47.1.4 Except that, as a step prior to arbitration and with mutual agreement between the District and the Association, Mediation procedures may be utilized with a jointly selected Arbitrator/Mediator.
- 47.2 Arbitration costs. Each party shall bear its own costs of arbitration, except that the fees and charges of the arbitrator shall be borne by the party not sustained.
- 47.3 Enforcement. The grievant or the District may enter a decision or award of the arbitrator in any court of competent jurisdiction if the other party fails to follow the arbitrator's decision or award. If a motion to vacate the arbitrator's decision or award is entered in a court of competent jurisdiction, each party shall bear its own costs of such action.
- 47.4 Time limits. The time limits provided in this Article shall be strictly observed, unless extended by mutual written agreement between the parties. Failure of the District to observe time limits shall entitle the grievant to a finding on the grievance in their favor, provided that the arbitrator determines that the grievant's claim is arbitrable. Failure of the grievant to observe time limits shall terminate their right to proceed with the grievance.
- During the period following June 1 and before the first contracted day for the grievant in the next school year, the term "school day" shall mean "week day," exclusive of holidays.
- 47.5 Grievance and arbitration meetings or hearings. All meetings or hearings held pursuant to this grievance procedure shall be scheduled at a time and place mutually acceptable to the parties. No employee involved in a grievance meeting or hearing as a witness or a grievant shall suffer loss of salary or other benefits.
- 47.6 Continuity of grievance. Notwithstanding the expiration of this Collective Bargaining Agreement, any grievance filed hereunder prior to such expiration may be processed through the grievance procedure until resolution.
- 47.7 No reprisals. There shall be no reprisals of any kind by the District or the Association against any grievant or other employee participating in the grievance procedure.
- 47.8 Selection of forum. Upon submission of a grievance to arbitration, the grieving employee and the Association waive access to any other forum which may be available for resolution of the grievance claim.

ARTICLE 48 SALARIES AND COMPLIANCE

- 48.1 **Base and PLR Salary Schedules**
- 48.1.1 Each employee shall be paid a base and PLR salary in accordance with the schedules in Addendum C. Salaries are pro-rated for part-time employees by FTE, except for the five supplemental workdays identified in Section 14.1. Part-time employees shall be issued a supplemental contract, at the employee's per diem rate, for the additional work time involved in working full days on the five supplemental workdays.
- 48.1.2 The base salary schedule compensates employees for the time and responsibilities of being a non-supervisory certificated employee.

- 48.1.3 Educators are salaried professionals who work many days and hours outside the scheduled days and hours on a District campus identified in Sections 14.1 and 15.1. This additional time is used to perform work such as, but not limited to, preparing classrooms and lessons; assessing student work and communicating with families about student progress; maintaining educational records; and communicating with colleagues about shared work. The amount of time required to complete these responsibilities and the schedule for such time varies from educator to educator within the educator's reasonable professional discretion.
- 48.1.4 The Professional Learning and Responsibilities (PLR) salary compensates employees for additional time, responsibilities and incentives that complete the basic education program and make it adequate, meaningful, substantial and rewarding by including:
- A. Participation in self-selected professional learning. The term "professional learning" is defined by RCW 28A.415.430 to be a comprehensive, sustained, job-embedded, and collaborative approach to improving teachers' and principals' effectiveness in raising student achievement. Professional learning fosters collective responsibility for improved student performance and must comprise learning that is aligned with student learning needs, educator development needs, and school district, or state improvement goals. Professional learning shall have as its primary focus the improvement of teachers' and school leaders' effectiveness in assisting all students to meet the state learning standards.
 - B. Two additional work days of professional learning referenced and identified in Section 14.3.
 - C. A responsibility to augment the basic education program by remaining technologically current. The PLR stipend will include an amount equal to 4.2% of the employee's annual base salary dependent upon continued successful passage and receipt of funds from a technology levy. The District shall offer professional development for staff in areas aligned to the current tech levy, including areas such as student information systems, progress monitoring, system-wide tools and services, implementation of BYOD, etc. Technology proficiency (including participation in such professional development) is compensated by this stipend.
- 48.1.5 Pay for the base and PLR salaries described in this section shall be made in twelve (12) regular monthly installments. The performance of services rendered shall be verified on District prescribed forms.
- 48.2 **Salary Schedule Increases**
- 48.2.1 For the 2023-24 school year, the base and PLR salary schedules in Addendum C reflect an increase of 3.7%.
- 48.2.2 For the 2024-25 school year, the base and PLR salary schedules in Addendum C shall be increased by a percentage equal to the state's inflationary adjustment index identified in RCW 28A.400.205 (currently the implicit price deflator).
- 48.2.3 The rates and stipends in Addendums C-2 through C-9 (also known as Schedules 23EL, 23JH, 23SH, 23SA, and Schedule 24) shall be increased by the same percentage increases as the base schedule for that year.

48.3 **Salary Schedule Placement**

- 48.3.1 Except as modified below, employees shall be placed on the base and PLR salary schedules in Addendum C in accordance with the rules for education and experience established in Addendum J. Experience and education recognized by the District for salary schedule placement prior to the 2018-19 school year shall continue to be recognized for the duration of the current agreement.
- 48.3.2 Each employee shall be personally responsible for submitting to the District by October 1 of each year any information (official transcripts, verification of previous employment) which might affect said employee's placement on the salary schedule. The District shall be under no obligation to adjust salary schedule placement during the current year for any employee who submits information to the District after the above-mentioned October 1 deadline.
- 48.3.3 Employees formerly placed in the BA+135 column of the 2017-18 salary schedule shall be placed in the MA+45 column of the salary schedules until such employee completes a Masters degree.
- 48.3.4 ESA employees shall be granted service credit on the certificated salary schedules for prior related non-school experience per the 2017-18 state rules in Chapter 392-121 WAC except that such years of service shall not be limited to two (2). ESA employees who received salary schedule credit for non-school experience prior to the 2017-18 school year shall continue to receive such credit.
- 48.3.5 Employees with previous classroom paraeducator experience of at least three (3) school years will be granted credit for salary schedule placement of one (1) year for each three (3) years of full-time classroom paraeducator experience. The maximum credit for salary schedule experience under this standard will be five (5) years. Changes in salary schedule placement due to this credit shall be retroactive to the beginning of the employee's current work year only.

48.4 **Professional Credits and Experience Committee**

- 48.4.1 A Professional Credits and Experience Committee shall be established to hear appeals from employees regarding denials by the District of educational credits or years of experience for salary schedule advancement. The Committee shall consist of three (3) members appointed by the Superintendent and three (3) members appointed by the Association. The Superintendent shall appoint the chairperson.
- 48.4.2 Documentation for any experience, credits and degrees must be submitted within the timelines otherwise established within this agreement for placement on the salary schedule(s). An employee may initiate an appeal to the Professional Credits and Experience Committee by providing a written request to the District's Human Resources department. Upon receipt of the appeal, the Committee chair shall schedule an opportunity for the employee to meet with the committee to explain the request for experience or education credit. Decisions of the committee regarding placement shall be retroactive to the beginning of the employee's current work year. Decisions of the Professional Credits Committee are final and cannot be grieved under the grievance procedure of this collective bargaining agreement.

- 48.4.3 The committee shall review and/or investigate facts presented by the employee and grant (a) years of experience which are substantially similar in licensing, professional rigor and job expectations as other years of experience accepted by the District under this agreement for placement on the salary schedule; and (b) credits and degrees which are of substantially similar academic and professional rigor as other credits and degrees already accepted by the District under this agreement for placement on the salary schedule.
- 48.4.4 The Committee will provide an annual report to the Superintendent and AALT of the appeals granted and denied.
- 48.5 **Compliance**
- 48.5.1 The parties acknowledge the necessity to comply with state law with regarding to employee compensation. Should any compensation provision be found contrary to law, the parties shall commence bargaining pursuant to Section 4.3 of this Agreement.

ARTICLE 49 SUMMER SCHOOL PROVISIONS

- 49.1 Employees voluntarily working summer school programs shall have the following provided:
- 49.1.1 All positions will be posted with the priority hiring for in-district applicants.
- 49.1.2 Payment for working in summer school programs will be the hourly rate of pay as provided in Addendum C-7 of this Agreement.

ARTICLE 50 INSURANCE

- 50.1 **SEBB** – The District shall make available to all eligible employees the mandatory and optional group insurance programs offered by the School Employees Benefits Board (SEBB) under the rules and regulations adopted by SEBB. Benefits offered by SEBB include, but are not limited to, medical, dental, vision, long-term disability, life insurance, a Medical Flexible Spending Arrangement (FSA) and a Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for medical insurance.
- 50.2 **Eligibility** – 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 a school year. All hours worked during the school year shall count for purposes of establishing eligibility. Employees who are hired late in the year but are anticipated to work 630 hours or more the following year are eligible for coverage.
- 50.3 **Benefit Enrollment/Start** – Benefit coverage for new employees will begin the first day of the month following the first day of work when it is expected that the employee will work 630 hours, except during the month of September when the employee's benefit coverage will begin in September if the employee is expected to work 630 hours or more during the school year and that employee begins on or before the first day of school in September.

- 50.4 **Continuity of Coverage** – When a new employee to the district was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if they are anticipated to work 630 hours or more in the school year. If an employee was not anticipated to work 630 hours in a school year but meets that eligibility criteria during the school year, the employee will become eligible for SEBB benefits and will begin coverage in the month following this establishment of eligibility.
- 50.5 **Benefit Termination/End** – Any Employee terminating employment shall be entitled to continue receiving the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of full school year obligations (i.e. the end of the student school year in June) benefit coverage will continue until August 31.
- 50.6 **Declining Coverage** – With proof of insurance, an employee may decline coverage through the SEBB and therefore not have any payments or premiums deducted from their paychecks for this purpose.
- 50.7 **CANCER INSURANCE** – The District agrees to make available at the employee's expense, a Cancer Insurance Program.
- 50.8 **Compliance and Legislative Changes** – All provisions of this article shall be interpreted consistent with the rules and regulations of SEBB. If the Washington State Legislatures changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits, or substantially changes the medical coverage provisions, either party can reopen this Article 50 for negotiation over the changes to the extent allowed by law.
- 50.9 **Retirement Program** - Any eligible employee employed prior to October 1, 1977, shall by law be a member of the Washington Teachers' Retirement System (TRS) Plan One. Any eligible employee entering employment on or after October 1, 1977, shall by law be a member of the Teachers' Retirement System Plan Two or Three. The District shall provide information to each new employee concerning TRS membership benefits.
- 50.10 **TAX DEFERRED ANNUITIES** – The Board of Directors for the District shall provide and pay for such tax deferred annuities pursuant to RCW 28A.400.250 as the Association shall request and the Board of Directors shall authorize. Payment for said annuities shall be at the option of the employee and deducted from the monthly salary as authorized by the individual employee.
- 50.11 **DEFERRED COMPENSATION PLAN** - In accordance with the provisions of RCW 41.50.030 (2), 41.50.088 (2), 41.50.770, and 41.50.780, and as provided in Section 457 of the Internal Revenue Service Code, the Board of Directors has established through the State of Washington, a Deferred Compensation Plan (DCP). The DCP is a supplemental retirement plan that offers District employees control and flexibility over their individual investments while reducing taxable income. The plan provides an option to the employee to invest income from their monthly salary on a pre-tax basis in an amount authorized by the individual employee. The Department of Retirement Systems administers the plan.
- 50.12 **Voluntary Employee Beneficiary Association (VEBA)** - Any eligible NSEA employee retiring during the term of this Agreement shall have their sick leave buyout payment remitted directly to a Post-Retirement Medical Reserve Trust Program. Such a program will provide reimbursement of medical, dental, and vision expenses to eligible

employees. For eligibility, the retiring employee must complete the appropriate enrollment form and sign the hold harmless provision. The hold harmless provision shall protect the District and Association from all legal actions and indemnity same should it be found that the District or the employee is in debt to the United States government from not paying income taxes due on any amounts or as a result of the District not withholding or deducting any tax, assessment, or other payment on such funds as required by federal law. The District and Association make no representations or warranties with respect to the tax consequences of the program nor to the ability of the sponsor or insurer to fulfill its obligations under the program.

ARTICLE 51 SUPPLEMENTAL CONTRACTS AND EXTENDED DAYS

- 51.1 Pay for extended day assignments as listed in Article 15, Section 16, shall be based on the employee's per diem as defined in Section 3.1.
- 51.2 Pay for hourly work shall be as listed in Addendum C-5 and Addendum C-7.
- 51.3 For the performance of those duties on contracted work days not described in this Agreement, or in the employee's individual service contract, or in District policy and procedures, a supplemental contract shall be offered. Compensation shall be at the rate provided in Addendum C-2, Activity Schedules.
- 51.4 In addition to the employee's usual assignment, supplemental contracts for specialized service and/or extra-curricular activities may be offered with prior approval of the employee. Compensation for such assignments may include pay for curriculum presentations and preparation for such assignments.
- 51.5 Supplemental contract assignments for specialized service and/or extracurricular activities will normally be offered in writing, by the start of the school year. Employees will receive such supplemental pay in equal monthly payments.
 - 51.5.1 All year activities/extracurricular assignments received in Human Resources by September 10 will be paid in equal monthly payments beginning with the October pay warrant. Assignments received after September 10 will be paid in equal monthly payments in accordance with the District's payroll processing calendar.
 - 51.5.2 The stipend for drama is for productions. Drama-related clubs are optional, and buildings may offer additional stipends for those additional drama-related clubs.
 - 51.5.3 The stipend for music performance is for participating, attending and preparing students for grade level concerts, pathway concerts, all-school assemblies, and/or community performing events. Performances must occur outside the school day and/or provide virtual access to a school-day performance.
- 51.6 Certified extracurricular assignments and appropriate notice of nonrenewal of supplemental contract shall be:
 - A. Article 51.5 of the Collective Bargaining Agreement provides for normally offering extracurricular activities contract assignments by the start of the school year.
 - B. Certificated assignments by definition are any appearing on Addendum

C-2 and compensated by a supplemental contract.

- C. For supplemental building positions found on the Activity Schedules, Addendum C- 2, each building administrator shall survey the building staff to determine those employees who wish to apply for open building extracurricular assignments. School district administrative procedures will be to offer in writing these assignments by August 30 of each school year. In-building written notification may be a listing of all extracurricular activities with names of those people assigned. Notification shall be given to each faculty member. Should additional extracurricular positions be created during the school year, said positions will be posted by giving each faculty member notification of the posted position. Priority consideration will be given to in-building staff prior to posting such positions district-wide.
- D. The following wording appears on all individual supplemental contracts for certificated employees: "This supplemental contract, issued under the authority of RCW 28A.405.240, is not subject to the continuing contract law and may be canceled for the ensuing year by appropriate notice from the school district to the employee."
- E. Stipends listed in Schedule 23 that are customarily tied to a position (e.g., Activities Director, Athletic Director, Drama, various Music) shall not be separated from the position.

51.7 Building discretionary funds are found on Addendum C-8. It is the intent of the parties that such funds be utilized by a faculty committee to distribute money to activities not on the Activity Schedule nor funded through the Principal's Discretionary Fund.

51.7.1 Supplemental contracts offered through Principal's Discretionary funds and Building Discretionary funds are for one-year duration and require no notification of continuation.

ARTICLE 52 PAYDAY

52.1 The annual salary of employees shall be paid in twelve (12) equal installments, with paydays on or before the first day of each calendar month, beginning October 1.

52.2 All employees shall participate in the direct deposit program. Employees shall designate the participating financial institution to which their paychecks shall be transmitted monthly.

52.3 Under extenuating circumstances, employees may be issued a monthly paycheck rather than being on a direct deposit.

ARTICLE 53 RELEASE FROM CONTRACT

53.1 When, as a result of extraordinary circumstances, an employee is released by the District from the obligation of their regular contract, the employees shall be paid on the basis of 1/180 of the annual contract amount for each day worked under the terms of the contract.

ARTICLE 54 DURATION OF CONTRACT
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- 54.1 This Agreement and related Addenda shall become effective September 1, 2023, and shall continue in effect until August 31, 2025.
- 54.2 This Agreement or any provision herein may be extended by mutual written agreement of the parties; otherwise it shall expire on the date indicated.
- 54.3 Specific provisions of this agreement may be reopened upon the request of the District or the Association prior to the beginning of any school year to respond to significant changes in federal, state or local revenue sources or the authority and parameters to expend such federal state or local revenues.
- 54.4 Except as otherwise provided in this Agreement, bargaining for a successor Agreement, shall begin no later than ninety (90) days prior to the expiration date of the Agreement, or any extension thereof, but not earlier than April 1, of the year of expiration, except by mutual agreement of the parties.

**Memorandum of Understanding
between
Northshore School District No. 417
and
Northshore Education Association**

Effective Practice and Induction for New Teachers

1. New teachers (those in their first to third year of teaching, and teachers new to the District) shall receive the following support of Effective Practice and Induction Mentors. The District shall employ not less than four Effective Practice and Induction Mentors (EPI mentors) to work primarily with certificated staff on induction, orientation to the evaluation, and on-going support. The EPI mentors shall report to Human Resources.
2. Each certificated staff new to the profession (those with less than 180 days of contracted experience) and new to the District shall be offered: orientation days in August of each year (paid at the C-7 rate) as determined by the EPI mentors and the Program Director; monthly meetings (paid at the C-7 rate) on various topics (lesson plans, evaluation system, technology, working with struggling learners, IEP/MDT/504 processes, etc.); and periodic observations and feedback by EPI mentors. Teachers who are eligible for this support may alternatively elect to attend some of the monthly meetings (paid at the C-7 rate) in their second year.
3. Framework Introductory Training: Teachers in the first year of the profession, and any other second year, third year, or new to Northshore teacher without prior experience using the Danielson Framework for Teaching as part of the evaluation process shall receive six (6) hours of Framework Introductory Training (FIT) prior to their first formal observation. Provided by a qualified instructor.
4. Orientation Mentors: Building-level orientation mentors will be limited to no more than 3 teachers new to the profession and will be paid a stipend of \$200.
5. The District will model and embed sheltered language instruction to new teachers through the new professionals academy.

**Memorandum of Understanding
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Northshore Education Association**

WaKIDs and IORRs

Teachers in grades K-5 will be provided one (1) day of release time to conduct Individual Oral Running Record Assessments (IORR). Dual language teachers and special education elementary mid-level teachers will be provided two (2) days of release time. In addition, the District shall annually provide a pool of 20 release days district-wide to be accessed by request through the building principal. The District shall provide an annual report on the use of these days to the Association for joint review at AALT meetings.

In the fall, Kindergarten teachers shall administer the state-required assessments (WA Kids). In the winter, kindergarten teachers shall administer IORR to students who are identified through the comprehensive reading screener who are not yet performing at grade level standard during the winter screening.

Teachers in grades 1-5 shall administer IORRs to those students identified through the comprehensive reading online screener who are not yet performing at grade level standard during the fall and winter screening.

The District shall provide training for teachers on the administration and use of Individual Oral Running Record Assessments (IORRs) to inform instruction.

**Memorandum of Understanding
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Northshore School District No. 417
and
Northshore Education Association**

District Safety Committee and Individual Site Health and Safety Committees

For the duration of this Collective Bargaining Agreement, the Northshore Education Association and Northshore School District No. 417 agree to establish a District Safety Committee and Individual Site Health and Safety Committees. These committees will be established to assist in the detection and elimination of unsafe conditions and work procedures and improvement of employee morale. The District shall provide a safe and healthful working environment for all employees.

The District Safety Committee shall have representatives from management, certificated, and classified employee groups. The District Safety Coordinator and the District's Administrator in charge of Risk Management shall be members of the Committee. This Committee shall meet on a regular basis to review safety issues and establish priorities for the District.

Individual Site Health and Safety Committees will also be established at all sites. In emergent situations, the Site Health and Safety Committees shall contact the building Principal and/or District Safety Officer. Generally, these committees shall:

- Conduct safety meetings on a regular basis, at least quarterly
- Have representatives consisting of employees and management, elected by peer staff members
- Have representation from both classified and certificated employee groups
- Elect a "site coordinator"
- Review Incident/Accident reports to identify hazards, causes and trends
- Maintain safety bulletin board(s) and distribute safety materials
- Receive and evaluate employee safety suggestions and notifications
- Check for hazards and make recommendations to rectify or improve hazardous conditions
- Plan for safety and emergency response
- Conduct and/or monitor regular safety training
- Monitor compliance with safety issues and regulations
- Provide written feedback to employees who have identified problems
- Keep notes of all meetings and post them on safety bulletin boards

Site Coordinators shall be provided with required training as appropriate. If the required training is scheduled outside of the regular work day the employee will be paid the C-7 rate of pay if a bargaining unit member is elected to this position.

Individual Site Health and Safety Committees will be responsible for the safety program at each site. The coordinator or delegated member will investigate all building safety complaints and report findings to the building administrator. If the administrator is unable to solve the problem, the administrator will report the item to the District Safety Coordinator for action. The committee will provide written responses to identified safety concerns including corrective action, if any.

**Memorandum of Understanding
between
Northshore School District No. 417
and
Northshore Education Association**

Secondary Library Staffing Model

1. For the duration of the contract, the District shall staff each high school with at least 1.6 FTE librarians and each middle school with at least 1.0 FTE librarians. The Secondary Academy for Success shall be staffed with a .4 FTE Librarian.
2. A minimum of 20 hours of support per week will be provided to each middle and high school library, for clerical support and to support the supervision of students in the library.

**Memorandum of Understanding
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and
Northshore Education Association**

Elementary Librarian Staffing Model

The District intends to employ librarians with library media specialist endorsements and both the District and Association shall agree on any exceptions. For the duration of the contract, the District will staff each elementary school as follows:

1. FTE allocations shall be calculated on the basis of 22 classes per 1.0 FTE, provided that schools requiring planning coverage for 18 or more classes shall be staffed with a minimum of 1.0 FTE.
2. At schools with librarians who have a 1.0 FTE contract and 15 classes or less requiring planning time, the librarian may be assigned up to .2 FTE of their 1.0 FTE to a large elementary school to teach library classes which provide overload relief.
3. Should a librarian vacancy occur at a school where there are 17 classes or less requiring planning time, a .8 FTE librarian may be hired.
4. If a school has more librarian FTE than needed to fill the number of classes required to cover classroom teacher planning time, the principal and the librarian will collaborate to determine the instructional duties for the open sections (e.g. keeping the library open at recess, before school and/or collaborating with classroom teachers teaching library research and critical thinking skills) as long as the schedule respects the librarian's 20% administrative duties. If there is a disagreement about the other duties the Association and Human Resources will be consulted.
5. At buildings staffed with a .8 FTE librarian, administrative time shall continue to be computed on a 1.0 basis and no library services shall be available when the librarian is out of the building.
6. Assignments requiring travel to a schools generating overload staffing pursuant to (2) above shall be limited to two schools where feasible. The overload librarian's responsibility is to teach library sections and provide overload relief to a librarian with more than 22 sections at their school. The overload librarian shall have a fixed schedule and every effort shall be made to schedule the same classes. The librarian with the overload assignment and the school's 1.0 librarian along with the principal(s) shall agree on the scheduled days and times when the overload librarian teaches the overload relief classes.
7. No library services (including book check out) shall be available when the librarian is out of the building. The circulation computer/technology shall be turned off. However, the library space may be open under the supervision of a school employee (certificated or classified) who shall ensure that the integrity of the collection is not jeopardized. Student computers may be available for use.
8. Schools with more than 1.0 librarian may schedule a double while two librarians are in the library at the same time if mutually agreed by the librarian(s) and building

administrator, and if possible based on the available space in the library.

9. At any elementary school with 650 or more students, the District shall provide the librarian with fifteen (15) hours per week of classified support of the library.
10. At any elementary school with 500 to 649 enrolled students, the District shall provide the librarian with ten hours per week of classified support.

**Memorandum of Understanding
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and
Northshore Education Association**

Secondary Self-Select Model

The parties agree to implement (within current funding and staffing constraints) and continue to refine a plan for addressing potential inequities in the self-select model of student enrollment in AP, IB, College in the High School and Challenge classes. This model may result in other core academic classes having a higher concentration of high needs students (e.g., Special Ed, ELL, 504 or other students identified with challenging needs). Schools shall schedule students in a manner that equitably distributes such students in core academic classes within the department. When there is a concentration of high needs students in a single core academic class, administrators, counselors and teachers (department heads, LC teachers, impacted teachers) shall discuss and provide one of the following supports:

- A lower overall class size that reflects the number and nature of the high needs students;
- Co-teaching model (content area and Special Ed or other certificated teachers co-teach core academic class), agreed to by both teachers;
- In-class support model with certificated Special Education teacher (Special Education teacher works within core academic classroom(s) to provide additional support for struggling students within classroom(s)) agreed to by both teachers; and
- In-class support model with classified Paraeducator (Paraeducator will support students in core content area classes).

In addition, the plan may include related professional development for teachers and paraeducators.

If a teacher in a core academic class finds the particular mix of high needs students in their class inequitable within the department, based on the absence of one of the supports above satisfactory to the teacher or based on the unique needs of students which are not apparent in the qualification of those students for categorical programs, the teacher shall appeal to the building administrator for allocation of additional resources. The parties shall meet to discuss the scheduling issues and class mix. If the matter is not resolved, the teacher and building principal shall meet with the NSEA President and the appropriate Regional Assistant Superintendent to problem-solve a solution. Staffing contingency funds are one available resource for solutions to these issues.

**Memorandum of Understanding
between
Northshore School District No. 417
and
Northshore Education Association
Employee Assistance Program**

The District shall provide an Employee Assistance Program for all District employees.

**Memorandum of Understanding
between
Northshore School District No. 417
and
Northshore Education Association**

Technology Resource Teacher

The Technology Resource Teacher (TRT) position will only be provided at buildings with a part-time School Technology Specialist (STS)

The Technology Resource Teacher supports the building in the following areas:

Area of Responsibility	Practical Examples
Coordinate Professional Learning: Provides timely and responsive professional learning for teachers in technology integration at the school site.	Facilitates before- or after- school learning workshops on topics and strategies as determined by staff (e.g. something here about what this looks like) Works closely with the pathway Instructional Technology Coordinator (ITC) to coordinate professional learning opportunities
Communicate: Shares information with school staff regarding learning opportunities, technical implementations and timelines, and requirements for use of technology. Provides feedback to the Technology Department to represent staff needs.	Communicates using various strategies; e-mail, staff meeting, posted minutes, person to person Explains technology procedures Routinely gathers input from school staff and shares with Technology
Model: Collaborates with classroom teachers to model best practices in technology integration to raise the skill level of each teacher.	Keeps current in best practice by attending trainings Connects teachers to facilitate reciprocal learning Models at staff meetings, invite teachers in to watch a tech integrated lessons, share lesson plans, etc.
Curate: Fosters the collection and development of professional resources to enhance teachers' access to professional learning.	Maintains a working knowledge of supported tools and resources and share with staff Directs teachers and other staff to Atomic Learning and other resources to empower independent learning
Collaborate on Digital Citizenship: Supports ongoing efforts of teachers and Teacher Librarians working with students and staff to develop Digital Citizenship skills and habits.	Supports Digital Citizenship skills within all school environments Supports administration in investigating

	violations of Digital Citizenship
Connect: Collaborates with other TRTs, School Technology Specialists (STS) and the ITC in pathways and grade bands to ensure consistent delivery and service across the district.	<p>Attends meetings and TRT events</p> <p>Collaborates using various digital strategies to ensure connections between schools (Google Community, shared GoogleDocs, listserv, web)</p>

TRT Qualities:

- Leverages existing resources (both people resources and technological resources)
- Is learning-focused; models curiosity, initiative, and a growth mindset
- Communicates new trends, district initiatives and information regarding technology
- Is flexible and nimble in dealing with change and increasing variety in technologies for learning
- Models effective use of technology in teaching practice
- Fosters curiosity and confidence in others
- Is approachable, available, and responsive to staff requests and needs
- Approaches tasks with a collaborative attitude
- Focuses on staff as learners; is skilled in concepts of quality professional development
- Carries out all responsibilities in a timely, consistent, and professional manner

Note: accountability is an important part of the success of this program. Measures of accountability would need to be defined and agreed upon to make this work.

**Memorandum of Understanding
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and
Northshore Education Association**

Elementary Work Day – Elementary Bell Times

1. Elementary school full day schedules shall have teacher report and end times that reflect a seven hour and thirty-five minute work day, and a six hour and thirty minutes student day, which shall include a thirty minute lunch and six hours of instructional time, with breaks and planning time consistent with the Agreement. Partial day schedules shall not be modified by this MOU.
2. The student bells shall be scheduled to ring at the start of the six hour and thirty minute student day, with classrooms open when this morning bell rings. This shall constitute the start of the student school day, and the certificated supervisory responsibilities which begin after their morning period of 30 minutes described in Article 15.1. It shall also serve as the tardy bell.
3. At mutually-agreeable schools where playground configurations necessitate additional time for the students to reach their classrooms, an earlier warning bell may be sounded in order for students to transition to class on time. However, teachers shall not be required to open their classrooms prior to the start of the student day bell described in paragraph 2, above.
4. At the end of the six hour and thirty minute student day, a student bell shall be scheduled to ring to conclude the student day.
5. The District and Association shall jointly review elementary schedules each year to ensure they comply with this MOU.

**Memorandum of Understanding
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Northshore Education Association**

Blended Special Education Caseload Models

1. All certificated staff from each program proposed for blending and one classified staff member chosen by simple majority by all classified staff for each program proposed, shall vote on whether or not to adopt a blended caseload model in their building. The building principal may break a tie if needed. The vote may include any special education service in the building and may apply to all certificated and classified special education staff. Staff may revisit this agreement annually.
2. The total certificated staffing, classified staffing, and overload pay allocations for special education service providers will remain the same as a service delivery model that is not blended. The teachers and the principal will ensure that special education caseloads are balanced numerically until a needs-based staffing model is developed. The building administration will continue to monitor student distribution over the course of the year.
3. If overload pay would be generated by a non-blended model, the overload pay will be distributed equally to all certificated staff in the blended model, and on a pro-rated basis to any part-time certificated staff. If caseloads increase significantly, the parties will meet and discuss appropriate remedies.
4. If staff determine to adopt this blended service delivery model, they shall maintain their current sub-classification designations and seniority within sub-classifications for paraeducators. These designations will be used for displacement and reassignment purposes, if necessary.
5. Paraeducator staff may support all students in a general education or special education classroom regardless of program identification. Special education teams and building administrators will determine paraeducator scheduling to meet student needs.
6. Co-teaching (K-12) between general education and special education teachers will be on a voluntary and mutually agreed upon basis.

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between
Northshore School District No. 417
and
Northshore Education Association**

Technology Support

For the duration of the current collective bargaining agreement, the District shall staff each comprehensive high school with a 7.0 hour per day classified School Technology Specialist (STS); each middle school with a 6.5 hour per day classified STS; each elementary with a 6.5 hour per day classified STS; C.O. Sorenson and Northshore Learning Options with a 6.5 hour per day classified STS; and all other schools (SAS and Innovation Lab High School) with a 2.0 hour per day classified STS and 1TRT stipends.

**Memorandum of Understanding
between
Northshore School District No. 417
and
Northshore Education Association**

Secondary Teaming

The District and the Association have a common interest in creating an environment where teachers have an opportunity to collaborate through interdisciplinary projects, themes and/or activities. Individual secondary teachers may choose on their own to team at their schools across or within grade levels and by content areas.

Interdisciplinary teaming, defined as two or more teachers sharing a common group of students during the day, will not occur unless the Association and the District agree on specific supportive conditions and systems.

**Memorandum of Understanding
between
Northshore School District No. 417
and
Northshore Education Association**

Advisory/Mascot Time

The District and the Association have a common interest in implementing advisory/mascot time. The District and the Association have a common interest in each school making that advisory time useful. Each secondary school SDLT will make a decision on whether to have an advisory and determine the purpose of advisory time based on the needs of their building.

Purpose: Advisory/mascot time is to create a specific and consistent time and structure where every student is known by at least one caring adult and where students can create connections (e.g. clubs), and receive academic support (tutorials).

Length: The length of advisory/mascot time is predicated on two goals: (1) provide students with an optimum amount of time to build relationships, receive academic support, engage in social/emotional learning activities, and (2) ensure that schools meet the state-defined instructional minutes during the day in order to receive state funding allocations.

Content of Advisory/Mascot Time

There are specific activities and learnings that are critical for all students based on state laws, district policies, and initiatives. These topics include but are not limited to (academic support/intervention, harassment, intimidation and bullying (HIB), suicide prevention, connecting and building relationships with staff and peers, social emotional focused activities, career and college planning, WEB/Link activities). Content and activities will be developmentally appropriate for each level (e.g., Middle School and High School focus).

The SDLT at each school will determine the placement of these activities during the school day. They may occur during the school day or during Advisory or Mascot time based on schedule created and approved by the SDLT. There is no expectation that they shall be placed in Advisory/Mascot time.

In addition, the SDLT at each school will:

- Develop the program schedule and content of tutorial, club/activity, and advisory time.
- Determine the assignment of students to advisory/mascot time staff members.
- Review and select from the menu of potential district topics and activities.
- Develop list of building-specific topics/activities or school initiatives to match school goals.
- Determine the placement of advisory during the school day (middle school).
- Determine the parameters and goals of the building Advisory/Mascot Time coordinators.
- Assess the efficacy of their building-based program.

Advisory/Mascot time coordinators will meet quarterly. Feedback and information from each school will be shared and discussions on problem solving, strategizing and sharing ideas will occur.

The advisory coordinator at each secondary school will receive one stipend of \$1,500.

Advisory will count as an additional prep unless the following parameters are met:

- Schools will have available coordinated, common resources, activities, and material in the appropriate time.
- The materials should be classroom-ready and time-appropriate for delivery during an advisory or class period.
- Time during staff meetings to review or read through materials in order to prepare for the delivery of the lesson or activity.

Teachers will be expected to:

- Deliver materials and/or lesson plans developed by a district or school advisory/mascot time work team as approved and chosen by the SDLT.
- Lead activities or discussions developed by these teams of teachers as approved by the SDLT.
- Take attendance/check off students.
- Assign pass/fail grade (High school).

**Memorandum of Understanding
between
Northshore School District No. 417
and
Northshore Education Association**

Secondary Textbook Management

Adding to the supports guaranteed by Section 16.14 of the current collective bargaining agreement (CBA), the District and Association agree to use the following system for managing textbooks:

1. Each secondary department head shall make an annual choice by October 1 to either:
 - a. Utilize a centralized team to complete the annual inventory/scanning of textbook barcodes; or
 - b. Complete the annual inventory/scanning of textbook bar codes themselves (or with other teachers within the department). If option (b) is chosen, the District will provide one release day to the department for this purpose and the centralized department will open the Destiny inventory feature for a pre-planned period of time for the department head to complete the inventory.
2. Management of textbooks for secondary Special Education and World Language courses shall be the responsibility of the respective department heads
3. Department budgets will continue to be charged for the replacement cost of textbooks which are "lost" after completion of the annual inventory. If a lost textbook is found and recovered within a year after the inventory is complete, and a replacement has not yet been purchased, the department will be credited with the amount they were charged for the replacement.
4. The District and Association shall jointly gather feedback at the end of each school year on the impact the measures described above have had on the workload of department heads and the conservation of district curricular resources.

**Memorandum of Understanding
between
Northshore School District No. 417
and
Northshore Education Association**

Highly Capable Service Delivery Model Transition

The District will phase in changes to the highly capable service delivery model starting in grades 2 and 3. Canyon Creek, Fernwood, Kenmore, and Lockwood will begin integrating grade 2 students beginning in the 2023-24 school year. Arrowhead, East Ridge, Frank Love, Kokanee, and Westhill will begin integrating grade 2 and 3 students beginning in the 2023-24 school year. Hollywood Hill, Moorlands, Shelton View, and Sunrise will phase in changes beginning in 2024-25. Ruby Bridges Elementary will continue to provide highly capable services to students through their inclusive practices model.

During the first transition year of this program change, there will be a district and building PLC for grades 2 and 3.

The District will provide one ELA lead per school two (2) half days of release time (or the equivalent amount of time at the C-7 rate) and one math lead per school two (2) half days of release time (or the equivalent amount of time at the C-7 rate) for the opportunity to meet together throughout the transition year to share ideas, coordinate service delivery and professional development across the district. The District will provide clock hours and will provide substitute release time for meetings and professional that occur during the school day or provide compensation at the C-7 rate for meetings or professional development that occurs outside of the school day.

During the first year of the roll out, the District will provide two (2) full days or four (4) half day release times spread throughout the school year to the grade levels who are implementing the service delivery model. During the second year of the roll out, the District will provide one (1) full day or two (2) half day release times spread throughout the school year to the grade levels who are implementing the service delivery model.

**Memorandum of Understanding
between
Northshore School District No. 417
and
Northshore Education Association**

Related to Safety & Emergency Prep Coordinator

For the duration of this Collective Bargaining Agreement, the Northshore Education Association and Northshore School District No. 417 agree to establish and maintain a building level Emergency Coordinator position. One of the primary roles of this position will be to develop, maintain, and revise as needed an Emergency Operations Plan (EOP) for each building.

The building Emergency Preparedness Coordinator will be selected by the staff of each building. If more than one person expresses interest in the position, a vote by secret ballot will be conducted by the NSEA building representative and building principal. The duties of this position will include but are not limited to:

- Ensure that existing staff are assigned to key emergency roles as defined by FEMA
- Develop and revise the EOP which will be due in May for the upcoming school year
- Review and train staff and students on emergency procedures in coordination with district guidance
- Stock and maintain supplies in the emergency containers
- Conduct safety and emergency meetings on a regular basis, at least quarterly
- Work with building administration to schedule required emergency drills
- Review Incident/Accident reports to identify hazards, causes and trends
- Maintain safety bulletin board(s) and distribute safety materials
- Receive and evaluate employee safety suggestions and notifications
- Check for hazards and make recommendations to rectify or improve hazardous conditions
- Provide written feedback to employees who have identified problems
- Keep notes of all meetings and post them on safety bulletin boards

The stipend for this position is listed in schedule 23EL (elementary), schedule 23JH (middle), and schedule 23SH (high) and will receive the same annual increase applied to salaries in this agreement, the coordinator will be paid at the C-7 rate (or their hourly rate, if ESP) for any work performed either before or after school to stock the emergency containers and maintain classroom emergency supplies.

Safety and Emergency Prep Coordinators shall be provided with required training as appropriate. If the required training is scheduled outside of the regular work day the employee will be paid the C-7 rate of pay (or their hourly rate, if ESP) if a bargaining unit member is elected to this position.

Safety and Emergency Prep Coordinators will be responsible for the safety program at each site. The coordinator will investigate all building safety complaints and report findings to the building administrator. If the administrator is unable to solve the problem, the administrator will report the item to the District Director of Safety and Security for action.

Safety and Emergency Prep Coordinators will submit an additional hourly pay form to be compensated for time spent stocking the emergency containers and/or time outside the contracted work day attending required trainings.

**Memorandum of Understanding
between
Northshore School District No. 417
and
Northshore Education Association**

Counselors

In the 2023-24 school year, counselors and a District designee(s) will meet to develop a job description for secondary counselors and a mutually agreed upon job description and title for elementary counselors that, if feasible and lawful, counts toward K-3 class size compliance. This group will also review Addendum I and recommend updates as needed. No later than March 2024, this group will provide their recommendations to the AALT.

**Memorandum of Understanding
between
Northshore School District No. 417
and
Northshore Education Association**

Impact of 5th Grade Band and Orchestra on Elementary Music Staffing

The parties agree that the intent of moving 5th grade band and orchestra into the student day was not to adversely impact the employment of current district staff. The District will neither reassign nor reduce the FTE of general music staff, including itinerants, who were employed prior to the transition of 5th grade band and orchestra into the student day due to the impacts of the change in program. For general music teachers who were employed prior to the 5th grade music program change, any band and orchestra sections will be considered additive to the school music program and will not detract from the number of their general music sections.

Music teachers will use any additional music FTE for instruction. General music teachers will be assigned to teach general music unless mutually agreed otherwise. When a building has additional music FTE because a general music teacher was employed prior to the 5th grade music program change, the following options can be considered for the use of the additional FTE:

- Provide additional sections available on a rotating basis to grade levels throughout the year.
- Co-teach with larger music classes throughout the year.
- Additional proposals for the use of this FTE may be submitted from the music teacher to the SDLT.

The SDLT decision-making matrix will be used to approve any building's approach to the use of additional music FTE. The District and Association will meet to discuss any problems that are not resolved at the building level.

If displacement occurs due to a change in student enrollment unrelated to the 5th grade music program change, the District-initiated transfer process will be followed, as described in Article 33 of the collective bargaining.

The District and Association will continue to collaborate on individual staffing scenarios as the need arises.

**Memorandum of Understanding
between
Northshore School District No. 417
and
Northshore Education Association**

Addressing Adequate Music, Sound and Space Concerns

In recognition of the necessity for adequate teaching space for specialists, the Northshore School District and Northshore Education Association agree to collaborate on the matter of determining whether assigned teaching spaces provide adequate heat, light, water, air, safe noise level, and access to technology and teaching resources.

At the request of a specialist teacher and principal, a designee from Support Services shall schedule a time to conduct a site visit for the purpose of assessing the specialist teaching space. The site visit shall be completed within thirty (30) days of the request. The school's principal and/or specialist shall accompany the Support Services representative on a visit to the school's specialist teaching space. During the visit, the space will be examined and determinations will be made as to whether any modifications to ensure adequate heat, light, water, air, sound, and access to technology and teaching resources are recommended. Documentation of the visit and any related recommendations will be made.

Upon completion of any site visits, a summary report regarding any recommended modifications and related costs to specialist teaching spaces shall be prepared. AALT shall review this report and, if necessary, prioritize the recommended modifications to be made to the teaching spaces. Priority shall be given to modifications that ensure adequate heat, light, water, air, and a safe noise level.

If modifications are agreed to be necessary, such modifications shall be made as soon as possible. If modifications are significantly delayed, the AALT will be briefed.

If new specialist spaces are assigned, these spaces will be assessed according to the procedures established above.

**Memorandum of Understanding
between
Northshore School District No. 417
and
Northshore Education Association**

ELD Teacher Job Descriptions

In the 2023-24 school year, the AALT will review the job description for ELD teachers and update the description, if necessary.

**Memorandum of Understanding
between
Northshore School District No. 417
and
Northshore Education Association**

Decision-Making Regarding High School Schedules

This memorandum of understanding concerns planning and decision-making related to the high school schedule.

Changes to the high school schedule at any building must meet the following parameters:

- Align with the NSD Strategic Plan;
- Comply with state requirements regarding instructional minutes;
- Fit within the building and NSD budgets;
- Provide equitable student access to programs across schools;
- Mitigate negative impacts to students and staff;
- Follow evidence-based practices; and
- Be endorsed by the building's instructional staff, according to the process below.

Decisions regarding high school schedules and bell-to-bell intervention programs that would impact the building schedule, including but not limited to the use of block and/or modified block schedules, nutrition breaks, and advisory periods, shall be decided at the building level, subject to the approval of NSEA and NSD. The decision-making process is outlined below:

1. SDLTs at each building will set a deadline for receiving proposed changes to the schedule and/or the use of bell-to-bell intervention programs that would affect the schedule. SDLTs will share this deadline with instructional staff and will wait to make a recommendation until after the deadline for submittal has passed.
2. Any individual instructional staff member, department, or team may submit proposals regarding changes to the schedule and/or the use of a bell-to-bell intervention program that would affect the schedule.
3. SDLTs will share any submitted proposals and any supporting documentation submitted, as they are received, with the staff. Instructional staff will be encouraged to share their input on proposals with their SDLT representative.
4. Once an SDLT has received a proposal(s) for a change to the schedule and/or the use of a bell-to-bell intervention program that would impact the schedule, the SDLT shall gather input from department and team members, study the proposal(s), debate the proposal(s), confirm the proposals meet the parameters above, and take a vote on moving proposal(s) for consideration by the instructional staff. The SDLT may also develop and recommend its own proposal.
5. If a majority of the SDLT votes to recommend a proposal, the SDLT will share the proposal and the result of their vote with the instructional staff. The SDLT will then schedule and post a meeting to share the proposed changes.
6. At the scheduled and posted meeting, the SDLT will present their recommendation to the instructional staff for consideration.
7. The building then uses a secret ballot over a minimum of a three-day period to vote for/against the implementation of the change. School proposals will be considered passed at 70% of instructional staff.
8. Proposals approved by 70% or more instructional staff must be submitted prior to the end

of the third quarter to both the building's Regional Assistant Superintendent and to the NSEA President and Executive Board for review, before final implementation.

If no agreement is approved by the required deadline, a high school will adopt a seven-period-day schedule for the following school year that incorporates the use of advisory, nutrition, block scheduling, and/or bell-to-bell intervention programs used by the school in the previous school year.

**Memorandum of Understanding
between
Northshore School District No. 417
and
Northshore Education Association**

Related to Secondary Grading Practices

The following grading guidelines will be used in the Northshore School District for all classes in grades 6-12:

The band percentages are as follows: A representing 100%-90%, B representing 89%-80%, C representing 79%-70%, D representing 69%-60% and NC/F representing 59%- 40%.

For quarter grades, five grade bands, A, B, C, D, and NC will be used with academic supports* for students who have earned an NC.

For semester grades, five grade bands A, B, C, D, and F will be used with academic supports* for students who have earned an F. Grades at the top of this band, per the 11 point scale, will earn a plus (with the exception of A+). Grades at the bottom of the band will earn a minus (with the exception of D-).

Percentage Scale	Alpha Mark Scale	GPA Scale
93% - 100%	A	4.0
90% - 92.9%	A-	3.7
87% - 89.9%	B+	3.3
83% - 86.9%	B	3.0
80% - 82.9%	B-	2.7
77% - 79.9%	C+	2.3
73% - 76.9%	C	2.0
70% - 72.9%	C-	1.7
67% - 69.9%	D+	1.3
60% - 66.9%	D	1.0
40% - 59.9%	NC/F	

In extenuating circumstances, students may receive an NC instead of an F at the semester.

Elimination of the zero grading floor, replaced with a floor of forty (40%) percent. This includes missing assignments. Teachers continue to have the autonomy to raise the floor above 40 percent to accommodate student needs.

Barring extenuating circumstances, late work in credit bearing courses, can be turned in the following class period for full credit. For non-credit bearing courses, at a minimum students must have the ability to turn in work at least one week late for full credit. For both middle school and high school, teachers may add additional time to accept late work for full credit.

To get full credit for “make-up” work, students should have, at a minimum, the number of days they are absent, plus one, to complete the missing assignment.

Academic dishonesty will follow the Northshore School District Rights and Responsibilities handbook.

Extra credit activities shall only be provided for activities that align with the academic standards of the course.

In pre-identified classes (Health-Fitness, Performance Arts, and World Languages) where physical participation (action and engagement) is integral to the demonstration of students' performance of outlined course objectives, participation can have an impact on grade.

Student behavior, which must be clearly delineated from participation in the syllabus, should not impact academic grades.

*Academic Supports

Students will be allowed to retake tests or quizzes, and revise their work in an effort to improve below-standard grades based on specific classroom, content, and/or SDLT approved qualifiers.

Examples may include, but not limited to:

- Contracts and/or “two for ones” may be used for students who need accommodations to improve their grades to the communicated standard.
- Contracts for students who receive NCs/Fs is any agreement made between the teacher and student that helps remedy the NC/Fs. Examples of contracts include:
 - Asking students to demonstrate mastery of a particular concept in some manner by a specific date.
 - Allowing students to use their second quarter grade as their grade to replace the first quarter NC/Fs.
 - Practice of allowing a student to complete a different assignment in lieu of completing one that was not turned in or that did not meet standard.
 - Teachers have discretion about developing contracts with students, with the goal of improving a grade up to the communicated standard.

**Memorandum of Understanding
between
Northshore School District No. 417
and
Northshore Education Association**

Related to the Learning Management System

The purpose of a Learning Management System (LMS) is to provide access to the tools and resources teachers, students, and family members need to support teaching and learning. All NSEA educators who support student learning are expected to use the Northshore Learning Management Systems, as applicable for primary, intermediate, or secondary students.

- To post assignments and course materials;
- To document assignments and assignment due dates using the calendar feature; and
- To communicate with students and parents about schoolwork.

As applicable, staff shall post on a regular/frequent basis to effectively communicate assignments, learning activities, tests, quizzes, projects, and/or related materials for student and parental access. If teachers choose to use the LMS for grade reporting as outlined in Article 14.7.1.a, grades should match those reported in Northshore's Student Information System.

Staff may use all other Learning Management System features as appropriate. Students who are absent will access their coursework through the Learning Management System, as age appropriate. In the event of a protracted school closure, the District and the Association will meet to discuss the mitigation of that closure.

The NSD Technology Department will work collaboratively with staff seeking support and training.

**Memorandum of Understanding
between
Northshore School District No. 417
and
Northshore Education Association**

Comprehensive District Plan for Special Education

The district will develop a comprehensive plan with feedback from departments across the system, including instruction, facilities, and transportation. The District will present the plan to SEAT during the 2024-25 school year. SEAT will provide feedback regarding the impacts of the comprehensive plan developed by the District. The comprehensive plan will then be reviewed by AALT at the March 2025 AALT meeting to provide feedback and address any workload implications in the following areas:

- Definition for inclusion and inclusive practices;
- Identification of a continuum of special education services P-21;
- The evaluation of all school facilities' capacity to support inclusion, in partnership with representatives from each school; and
- Best practices for SDLTs creating master schedules that consider purposeful intervention blocks.

**Memorandum of Understanding
between
Northshore School District No. 417
and
Northshore Education Association**

Secondary Arts

The District, in collaboration with Arts teachers, will continue to work on the items below. At the end of 2024, these items will be reviewed at an AALT meeting. By spring of 2025 a work group of arts teachers will convene to examine progress and develop a plan for completion of unfinished items.

1. Develop, distribute, and implement a comprehensive health & safety plan specific to Visual/Media Arts, Performing Arts and Music instruction, and ensure there is clear communication to all arts educators and staff about health and safety precautions and protocols. Arts teachers who are members of the health and safety committee at their school may focus time on arts related safety issues.
2. Articulate and implement The Arts Learning Standards for grades 6-12 as recommended by the Washington State Office of Superintendent of Instruction (OSPI).
3. Align district course titles and codes across middle schools and high schools.
4. Develop, distribute and implement an annual district survey to determine existing Arts technology and potential needs. Prioritize a list of key items that emerge from the survey and the related costs.
5. Create a district art resource library for teachers to share curriculum and resources.
6. Work with the Communication Department to update the infographic information.
7. Provide district-level support for consistent oversight in budgeting as well as alignment of Secondary Arts fee structure.

**Memorandum of Understanding
between
Northshore School District No. 417
and
Northshore Education Association**

WaKids

Kindergarten teams along with a building administrator will choose from option one (1) or two (2) to complete WaKIDS assessments and data entry:

Option 1:

Kindergarten teachers may choose to use one of the following supports, in lieu of the 15 hours provided for administering WaKIDS assessments, per section 18.26:

1. Three (3) days of substitute release;
2. Two (2) days of substitute release, plus five (5) per diem hours timesheeted;
3. One (1) day of substitute release, plus ten (10) per diem hours timesheeted; or
4. Fifteen (15) per diem hours timesheeted, per section 18.26.

Option 2:

Kindergarten teams and a building administrator will collaborate to identify strategies for utilizing available support staff such as paraprofessionals, certificated staff, and other building professionals, within existing schedules, to assist certificated Kindergarten teachers with supervised activities and/or gathering student data. Kindergarten teachers are responsible for data analysis and data entry.

If a school team chooses Option 2, each teacher will still get up to 7.5 per diem hours timesheeted (or one day of sub release) for data analysis and data entry. A Kindergarten teacher may request one additional pool sub release day from a building administrator. This pool of days is not to exceed one release day per full-time kindergarten FTE.

In the event a kindergarten team cannot reach an agreement regarding which option to use, they will contact NSEA and the Human Resources department.

**Memorandum of Understanding
between
Northshore School District No. 417
and
Northshore Education Association**

Graduation Pathways

The District Curriculum, Instruction, and Assessment department and the Special Education department will develop a plan to address course codes, graduation pathways, and course graduation requirements for students receiving special education services. District staff will present their progress to AALT by December 2023 and at a District counselor meeting by January 2024.

**Memorandum of Understanding
between
Northshore School District No. 417
and
Northshore Education Association**

Paraeducator Staffing in the North and East Regions

In recognition of student needs following the dissolution of the Mid-Level Blended program in the North and East regions, the District will maintain the additional paraeducator staffing provided during each school year (above the staffing model outlined in the collective bargaining agreement) at the following schools and at the current levels:

- Canyon Creek – 1 6.5-hour
- Cottage Lake – 1 4-hour
- East Ridge – 1 6.5-hour
- Fernwood – 1 6.5-hour
- Hollywood Hill – 1 6.5-hour
- Kokanee – 1 6.5-hour
- Ruby Bridges – an additional 2.5 hours (increases a 4 hour para to 6.5)
- Sunrise – 1 6.5-hour
- Wellington – an additional 2.5 hours (increases a 4 hour para to 6.5)
- Woodin – 1 4-hour

**Memorandum of Understanding
between
Northshore School District No. 417
and
Northshore Education Association**

Special Education - Workload

Special education administrators and NSEA leadership will select models to present to SEAT by the second SEAT meeting of the 2023-2024 school year. SEAT members will present the options to their constituency groups for study and feedback. SEAT will provide a recommendation regarding a workload model to AALT by the May 2024 AALT meeting.

**Memorandum of Understanding
between
The Northshore School District No. 417
and
The Northshore Education Association**

Regarding Learning Plans for Students Receiving ELD Services for the 2023-24 School Year

In the 2023-24 school year ELD staff will choose to use either ELLPs or Can Do Portraits.

In the 2023-24 school year, the parties will convene a group to develop a District plan for the use of learning plans for students receiving ELD services. The plan will be adopted in the 2024-25 school year and will consider consistent services, clear accommodations, and a plan for professional development in the use of the learning plan.

Dated and signed this 20th day of September 2023.

FOR THE ASSOCIATION



Robbi Reed (Sep 19, 2023 10:35 PDT)

Robbi Reed, President, NSEA

FOR THE DISTRICT



Michael Tolley, Superintendent

**Memorandum of Understanding
between
Northshore School District No. 417
and
Northshore Education Association**

English Language Development Services and Staffing

The District will continue to provide 3.5 certificated FTE beyond the formula below, as described in 16.5 of the CBA.

The District will provide ELD staff as follows:

Number of Multilingual Students Qualifying for Active ELD Services	ELD Certificated FTE
1-10	.2
11-15	.3
16-20	.4
21-30	.5
31-40	.6
41-50	.8
51-60	.9
61-70	1.0
71-100	1.1
101-130	1.2
131-160	1.3
161+	1.4

ELD Paraeducator Staffing: Elementary			
Number of Multilingual Students Qualifying for Active ELD Services	Weekly Paraeducator Hours	Number of Monitor Year 1 and 2 Students	Weekly Paraeducator Hours
0-10	0 hrs	0-10	0 hrs
11-20	20 hrs	11-40	20 hrs

21-35	32.5 hrs	40-60	32.5 hrs
36-60	40 hrs	61+	40 hrs
61+	60 hrs		

ELD Paraeducator Staffing: Secondary			
Number of Multilingual Students Qualifying for Active ELD Services_	Weekly Paraeducator Hours	Number of Monitor Year 1 and 2 Students	Weekly Paraeducator Hours
0-10	0 hrs	0-10	0 hrs
11-20	20 hrs	11-40	20 hrs
21-35	32.5 hrs	40-60	32.5 hrs
36-60	40 hrs	61+	40 hrs
61+	60 hrs		

A District-wide pool of 3,800 additional hours per year will be created for ELD paraeducators to provide ELD services, including to Monitor Year 1 and 2 students, who are struggling to achieve grade level standards.

In the 2022-23 school year, the parties will jointly develop guidance regarding the clustering of multilingual students qualifying for ELD services.

The District will increase to \$50,000 the funds available to support proctors and substitute release for the administration of WIDA assessments.

By January 2023, the District will create a plan to support students with limited or interrupted formal education and present it to the Association and Administration Leadership Team (AALT). The plan will include a plan regarding professional development for staff supporting students with limited or interrupted formal education.

COLLECTIVE BARGAINING AGREEMENT
Between
Northshore School District No. 417 and
Northshore Education Association
2023-2025

SIGNATURE PAGE

FOR THE ASSOCIATION



Robbi Reed, President - NSEA

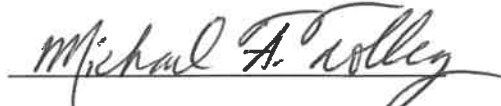


Paul Dillon, WEA Representative

Association Team Members:

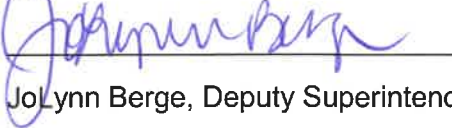
Joanne Allen
Jamey Austad
Ric Calhoun
Lauren Dandridge
Anne Davidson
Paul Dillon
Suzanne Ducotey
Tiffany Frane
Kelly Griffin
Patrick Holmes
Ben Huizenga
Lydia King
Kim Leatherman
Val Morris-Lent
Robbi Reed
Talia Rich
Sheri Setzer
Kari Stokes
Jon VandeMoortel
Pamela Wilson
Jenny Wood

FOR THE DISTRICT



Michael F. Tolley, Superintendent

On behalf of the Board of Directors I
certify that this agreement was approved
by the District's Board of Directors at its
meeting on September 26, 2023.



JoLynn Berge, Deputy Superintendent

District Team Members:

Richard Brown
Amity Butler
Brandi Doyle
Obadiah Dunham
Kim Durkin
Joel Fagundes
Katy French
Elaine Gisle
Doug Hale
Duggan Harman
Tracy Meloy
Doreen Milburn
Tracy Patterson
Shannon Phanhtavilay
Buzz Porter
Tamorah Redshaw
Melissa Riley
Kristi Saitz
Ron Taylor
Ayva Thomas
Dave Wellington
Sarah White
Jon Young

<p style="text-align: center;">ADDENDUM A-1 CURRICULUM MATERIALS ADOPTION COMMITTEE</p>

See Article 18.12.

A. Purpose of the Committee:

The Northshore Curriculum Materials Adoption Committee, hereinafter in this addendum referred to as the Committee, shall exist according to the following provisions:

1. Committee Philosophy: Instructional materials shall contribute to the development of an understanding of the racial, ethnic, cultural and occupational diversity of American life. Instructional materials shall objectively present the concerns and build upon the contributions, current and historical, of both sexes, and members of racial, ethnic, religious and cultural groups, with the understanding that under certain conditions, prejudiced materials may represent appropriate resources in presenting contrasting and differing points of view. Instructional materials shall provide models which may be used as a vehicle for the development of cultural differences, based on respect for worth, dignity and the personal values of every individual. Instructional materials, including textbooks (single or multiple), programmed learning, telecourses, packaged courses or unit, filmed courses and the like are generally the basic resources for teaching and learning. Therefore, all of the above criteria should be considered in their selection.
2. Selection and Recommendation of Instructional Materials: Certificated employees shall be involved in the selection of curriculum and instructional materials as follows:
 - a. All materials and assessments shall be selected by the District's certificated employees, in consultation with others who are competent to advise in their respective fields. The selection process, approved by the CMAC, shall include, as appropriate to the scope and nature of the materials, subcommittees, input from affected staff, and a pilot process (including validation report).
 - b. The materials should be appropriate for the age and maturity levels of the students, for the objectives of the course and relative to the values of a pluralistic society.
 - c. Reputable, unbiased, professionally prepared selection aides should be consulted. Aides which meet these standards would include the publications of various professional organizations in specialized subject areas; persons who are recognized authorities in the field should also be consulted.
 - d. It shall be the responsibility of the Committee to recommend all instructional materials (e.g., textbooks, manipulatives, workbooks, primary sources, class sets, instructional technology) for staff and students at all instructional levels; recommend an estimated budget, timeline and process to support implementation of an adoption; identify and prioritize content areas and/or instructional programs and the training necessary for successful implementation, so as to insure the consistency and sufficient availability of materials and curriculum to the stated goals and philosophy of the District.

The committee shall consider the impact on the existing workload of employees before making its recommendations.

- e. The District shall pay the necessary travel and subsistence for expert counsel when authorized by the Superintendent of Schools.
- f. CMAC members shall not be expected to make decisions regarding core adoptions and requirements affecting entire grade levels or subjects without ample time for consideration. CMAC shall determine, at least 30 days in advance of any such decision, how to provide this time via complete information provided at least 10 work days in advance, an additional meeting, or other means decided by CMAC.

B. Composition of Membership:

Two community members
Two Administrators (to include at least one principal)
One (1) primary elementary teacher
One (1) intermediate elementary teacher
One (1) middle school teacher
One (1) high school teacher
One (1) special education teacher
One (1) specialist (e.g., art, music)
One (1) librarian

C. Membership Application and Selection Requirements:

- 1. The administrative and community members shall be appointed by the Superintendent or designee. The Association members shall be appointed by the Association President. The Superintendent or designee may appoint up to three ex officio members.
- 2. Terms of Office: Committee members shall be appointed for a term of three years and shall be staggered to maximize continuity. Vacancies of the Committee shall be filled as per C.1. above.
- 3. From the Committee's permanent members, the Superintendent or designee shall appoint a Chairperson. The Association President shall appoint a Vice-Chairperson.

D. Duties of the Committee:

- 1. SCHEDULE OF MEETINGS: During the last meeting of the academic year, the Committee will set a schedule of meeting days for the following academic year. Additional meetings may be called by the Chairperson.
- 2. Written Complaints Regarding Materials: Any certificated employee or District citizen may submit a written complaint regarding instructional

materials to the Committee. Procedures for preparation and consideration of complaints shall be covered by rules and regulations of the District.

3. Recommendations from the Committee: Recommendations for the instructional materials shall be made by the Committee to the Board for adoption or rejection by the Board of Directors or to the Superintendent for implementation of Item 4 below. Procedures for preparing and submitting recommendations shall be covered in the rules and regulations of the District.
4. Experimentation and Exceptions: The Committee shall develop procedures for authorized experimentation with instructional materials for a reasonable period of time before general adoption is formalized and for authorization of the purchase of instructional materials to meet exceptional needs or rapidly changing circumstances.

However, expanded use of instructional materials selected for exceptional needs will require adoption through the formal process.

5. Title V Subcommittee. A subcommittee of the CMAC will be the Title V Advisory Committee. This subcommittee will have a total of six (6) members. This subcommittee will develop, recommend, and monitor plans and policies for Title V. The membership of the subcommittee will include the Director of Instructional Support, who will serve as committee Chair. The Chair will appoint one other administrative member and one community member from the CMAC to the subcommittee. The CMAC Vice Chair will appoint three (3) additional subcommittee members.
6. District Comprehensive Assessment Plan: The Committee shall review annually and approve changes to the District comprehensive assessment plan. This plan shall include instructional state assessment as well as program/placement assessments.

E. Duties of Certain Members:

1. The Chairperson shall arrange and conduct meetings and other matters pertinent to Committee functions.
2. The Vice-Chairperson will carry on the functions of the Chairperson when they are unable to meet those responsibilities and shall receive a stipend of \$1,500 annually.
3. When the Committee Chairperson deems necessary, consultants from the department heads, subject area coordinators, teachers, administrators, etc., may be called to testify.
4. The Committee may recommend modification in the application process, which must be approved by the Superintendent before implementation of the changes.
5. Other NSEA appointed members of the committee shall receive a stipend of \$1,000 annually and sufficient release time to perform their duties.

F. Parliamentary Procedure:

The current edition of The Standard Code of Parliamentary Procedure (Sturgis) shall govern this Committee in all parliamentary situations that are not otherwise provided. "A majority of the members of a committee is a quorum and a majority of the legal votes cast is necessary to take any official action."

ADDENDUM A-2

SPECIAL EDUCATION ADVISORY TEAM (SEAT)

The Special Education Advisory Team (SEAT) is not a governing entity but rather serves to make recommendations and/or provide key information to department district leadership regarding the design and implementation of services for students with special needs. SEAT members bring knowledge and skills that augment the knowledge and skills of the Special Education Department administration. SEAT will be jointly facilitated by district special education leadership and NSEA leadership.

Meetings

SEAT shall meet five times a year with all-day sub release. At the first meeting of the year, SEAT will set goals to accomplish over the course of the year. At the September meeting with all certificated Special Education staff, the District shall share information regarding the process for communicating with SEAT. All certificated staff attending this meeting will be asked to share information about SEAT with Special Education ESPs in their building. Time will be allocated for a two-way discussion and staff input. By April 30th of each school year, SEAT members will create a proactive agenda for the following school year's meeting topics with input from any employees (on SEAT or not), with the opportunity to adjust as needed to meet legislative mandates and/or district initiatives. At the first meeting of each school year, SEAT will review the goals set the previous Spring. SEAT will identify topics and provide input in areas that support 1) improving student achievement; 2) technology plans; 3) inservice and professional development; 4) problem solving staffing decisions and program issues; and 5) practices that enhance community and climate. SEAT will maintain a standing agenda item for OSPI and ESD updates. SEAT will report these professional development needs to the appropriate district administrator. District administration will provide updates to the AALT as needs arise.

ESALT (ESA Leadership Team) meetings shall continue to be held monthly unless the ESALT members determine otherwise.

Membership

SEAT shall be composed of the following:

- 1 General Education High School Teacher
- 1 General Education Elementary Teacher
- 1 General Education Middle School Teacher
- 1 School Counselor
- 3 Secondary Teachers (LC/Mid-level, Behavior, FSA);
- 3 Elementary Teachers (LC/Blended, Sensory/Social/Emotional, FSA);
- 1 Early Childhood Special Education teacher;
- 2 Special Education paraeducators (one elementary; one secondary);
- 3 ESA staff (Psychologist, SLP, OT/PT);
- 2 Building Administrators (Elementary, Secondary); and
- 4 District Administrators (2 Special Education Directors, the administrator in charge of Special Education, and a designee from Curriculum and Instruction)

NSEA leadership will determine how NSEA members will be appointed. NSEA shall appoint the non-supervisory members of the SEAT.

Dissemination of information

Time will be set aside at the end every SEAT meeting for the director of special education and a jointly designated SEAT member to review the notes and action plans recorded during the meeting. The Special Education Director will then provide a summary of the meeting, action

plans and any upcoming changes to all certificated and classified staff through existing communication channels, including the special education bulletin, the teacher toolbox and a summary at monthly AALT meetings.

Information/topics discussed will be provided to all staff via an electronic document visible to and open to submissions from all certificated and classified instructional staff. The shared electronic document will contain the following: Agenda (with submissions per above) Minutes taken by administrative assistant, PowerPoints or any work products utilized and an opportunity for building staff input.

Decision making

SEAT will utilize the new-district-initiative process in monthly AALT to vet new initiatives that come from Special Education and/or NSD Administration.

<p style="text-align: center;">ADDENDUM A-3 INSTRUCTIONAL TECHNOLOGY LEADERSHIP COMMITTEE</p>

A. Purpose of the Committee

The Instructional Technology Leadership Committee shall exist to assist in establishing a vision for the integration of technology and instruction and in the planning, prioritizing, communicating, implementing and ongoing monitoring of technology initiatives.

B. Committee Philosophy

Changes in technology, the introduction of Bring Your Own Device (BYOD), and the variety of devices available at all schools require that this Committee facilitate the implementation of these digital resources by engaging in an ongoing process to develop, implement, and communicate technology-infused strategic plans aligned with a shared vision.

Instructional technology includes the technological resources and professional development to meet and exceed student-learning goals, to support effective instructional practice, and maximize performance of school employees and district leaders. Instructional technology enables staff to effectively use their time; access information and curricula; enter and utilize student data; communicate with other staff, students, and parents.

C. Major Duties of the Committee

The Committee is tasked with the following major duties:

- Develop two-way communication and reporting mechanisms for current and future instructional technology initiatives. This communication is intended to generate ideas, input, feedback, and opinions of staff.
- Identify, define, prioritize, and select instructional technology integration projects to address the needs described above that are supportive of district goals, performance measures, and instructional priorities. Technology may include, but not be limited to, software and hardware such as computing devices, instructional presentation technologies, phones, productivity software, online grading and report card system(s), web pages for staff, schools, and departments, online IEP systems, student learning technology, learning management system(s), and other forms that have not yet been developed or identified that address these needs. Technology that is unrelated to instruction, such as District administrative software, shall not be part of the committee's jurisdiction.
- Assist in the review of project proposals to ensure they meet needs described above and align with and are supportive of district goals, performance measures and instructional priorities.
- Serve as clearinghouse and forum for the discussions of challenges and issues related to instructional technology initiatives, including implementation.
- Act as an oversight committee for projects and/or work that may be planned and carried out in subcommittees.
- Remain informed of emerging instructional technology issues, capabilities and tools and incorporate those, as appropriate, into a dynamic instructional technology vision.
- Propose instructional technology projects and initiatives to TAC

(Technology Advisory Committee) for upcoming capital levy and bond measures. The recommendations shall be specific, unless the Committee agrees that specificity is not useful.

- Report to AALT, CMAC, STSs, and administration.
- Develop plans for the District's technology professional development programs.
- Other duties that serve the purpose described above.

D. Composition of Committee

1. The Committee will be comprised of (6) Association Representatives and (6) Administrative Representatives. The members will be selected jointly by NSEA and Administration using a mutually developed set of criteria.
2. Terms of Office: Committee members shall be appointed for a term of three years. The Committee members shall be members of the Technology Advisory Committee (TAC) that is charged with the planning of the capital levy and bond measures. Committee members will rotate off in a staggered fashion in order to maximize continuity.
3. The Superintendent or designee and the NSEA President may each appoint up to two additional at large committee members, who may be classified, certificated or administrative staff of the district.
4. The Superintendent or designee shall appoint a Chairperson. The Association President shall appoint a Co- Chairperson.

E. Operation of the Committee

1. Meetings: The Committee will set a schedule of approximately monthly meeting days during the last meeting of the academic school year. Additional meetings may be called by the Chairperson(s). The committee may agree to fewer meetings, substituting full or half day release for after school meetings.
2. Agendas and Minutes: Agendas and minutes will be published before and after the conclusion of each meeting. A webpage shall be established to house agendas, minutes, news and communication updates as well as a site where staff can access to send questions and concerns to the Committee.
3. Recommendations and Reports: Recommendations for instructional technology initiatives will be made by the Committee to Cabinet and TAC (Technology Advisory Committee) for upcoming capital levy and bond measures. Quarterly reports shall be made to AALT, CMAC, TRTs, STSs ,and administration as appropriate.
4. Subcommittees and Work Groups: Subcommittees and Work Groups may be appointed by the Committee as needed, which shall report back to the Committee. The Committee shall establish their membership, goals, and timeframes.
5. Stipends: NSEA Committee members shall receive an annual stipend of \$800 and the NSEA-selected co-chair shall receive \$1200.

F. Parliamentary Procedure

The current edition of the Standard Code of Parliamentary Procedure (Sturgis) shall govern this Committee in all parliamentary situations that are not otherwise provided.

ADDENDUM B

Elementary Textbook Manager Duties

Textbook manager duties shall be as follows:

- Work with the District's Curriculum and Instruction administrator to provide support to teachers inventorying their materials.
- Facilitate the shuffle of materials between grade levels and teachers as needed.
- Work with the Office Manager and Curriculum and Instruction to facilitate the return of excess materials.
- Work with the Office Manager who orders replacement and startup materials for the subsequent school year.
- Work with the Office Manager to manage and check out materials for delivery to teachers.

Salary Schedules

[Teacher Base Salary Schedule Sch29](#)

[Professional Learning & Responsibility Schedule](#)

[Teacher Total Salary Schedule](#)

[Elementary Activity Salary Schedule](#)

[Middle School Activity Salary Schedule](#)

[Senior High Activity Salary Schedule](#)

[Secondary Academy for Success Activity Schedule](#)

[Certificated Activity Salary Schedule](#)

**ADDENDUM D
COMPLAINT AGAINST AN EMPLOYEE OF
NORTHSHORE SCHOOL DISTRICT NUMBER 417**

TO: SUPERINTENDENT
NORTHSHORE SCHOOL DISTRICT NO. 417
3330 Monte Villa Parkway
BOTHELL, WASHINGTON 98021

FROM: NAME(S) _____

ADDRESS(ES)

TELEPHONE NUMBER(S)

Name of person(s) against whom complaint is made:

NATURE OF COMPLAINT: This should be a description, in your own words, of the grounds of your complaint, including all names, dates, and places necessary for a complete understanding of your complaint.

Has the complaint been discussed with the employee named in the complaint, their school principal, or their supervisor?

To whom have you spoken?

Name(s)

When? Date(s)

What was the result of the discussion(s)?

I (we) understand that the School District may request from me (us) further information about this complaint, and if such information is available, I (we) shall present it upon request.

I (we) also understand that a copy of this complaint will be given by the School District to the person(s) against whom this complaint is being made, and he (they) will be given the opportunity to respond in writing to this complaint and that I (we) will receive a copy of such response from the School District.

I (we) also understand that if a hearing is held on this complaint by the School District or a committee thereof, such hearing will be held in Executive Session, with press and public excluded, and that I (we) will be informed of the time, date, and place such hearing will be

held.

I (we) certify under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____, 20 _____, at _____, WA.

Signature(s) _____

(You may use additional pages to describe your complaint more fully, if you so desire.)

<p style="text-align: center;">ADDENDUM E UNUSED LEAVE COMPENSATION</p>

SECTION I - Employee Attendance Incentive Program

PROCEDURES

1. ACCUMULATION OF ILLNESS, INJURY AND EMERGENCY LEAVE
 - A. Annual leave for illness, injury and emergency shall accumulate from year to year up to one hundred eighty (180) days and may be taken at any time during the year. For the purposes of payment for such unused leave as authorized by State Regulation, such leave shall not exceed an accrual rate of more than twelve (12) days per year.
 - B. Pursuant to state regulation, for purposes of payment on a one-to-four basis for unused illness, injury or emergency leave, no more than one hundred eighty (180) days may be converted to monetary compensation.
 - C. Any leave for injury, illness or emergency accumulated up to a maximum of forty- five (45) days shall be creditable as service rendered for the purpose of determining the time at which an employee is eligible to retire, but if such leave is used for this purpose it cannot be compensated upon retirement or death.
2. ANNUAL CONVERSION OF ACCUMULATED ILLNESS, INJURY, EMERGENCY LEAVE
 - A. Each January each eligible employee may elect to receive remuneration for unused illness, injury and emergency leave accumulated in the previous calendar year.
 - B. For the purposes of conversion, the term "day" shall be based on the average number of daily hours in a work week at the time of conversion.
 - C. An eligible employee is a current employee
 - (1) Who has accumulated greater than sixty (60) days of illness, injury and emergency leave in a manner consistent with applicable law, policies and collective bargaining agreements as of the end of the previous calendar year.
 - (2) Who has accumulated illness, injury or emergency leave at a rate no greater than one (1) day per month as of the end of the previous calendar year; and
 - (3) Who provides written notice to the Payroll Office by the last workday in January of their intent to convert their excess illness, injury or emergency leave to monetary compensation.
 - D. The number of illness, injury or emergency leave days in excess of sixty (60) days that were accumulated by the employee during the previous calendar year at a maximum of twelve (12) days per year; and
 - (1) Taking the number of illness, injury, or emergency leave days in excess

of sixty (60) days that were accumulated by the employee during the previous calendar year at a maximum of twelve (12) days per year; and

- (2) Subtracting there from the number of illness, injury or emergency days used by the employee during the previous calendar year.
 - (3) The remainder, if positive, shall constitute the number of illness, injury or emergency leave days which may be converted to monetary compensation.
 - E. Illness, injury, or emergency leave days that are eligible for conversion shall be converted to monetary compensation at the rate of twenty-five (25) percent of an employee's current daily rate of compensation for each day of eligible illness, injury or emergency leave.
 - F. The rate of compensation is exclusive of supplemental pay, and exclusive of benefits such as health insurance premiums and other forms of insurance premiums.
 - G. Partial days of eligible illness, injury or emergency leave shall be converted on a pro rata basis.
 - H. All illness, injury, emergency leave days converted to monetary compensation pursuant to this procedure shall be deducted from an employee's accumulated illness, injury or emergency leave balance.
3. CONVERSION OF ILLNESS, INJURY, EMERGENCY LEAVE UPON RETIREMENT OR DEATH
- A. Each person who is employed by the District and who subsequently terminated employment due to retirement or death may personally, or through their estate in the event of death, elect to convert all eligible, accumulated, unused illness, injury or emergency leave days to monetary compensation.
 - B. Retirement, for the purposes of this policy, shall mean commencing receiving a retirement allowance from a Washington State Retirement System or separating from service after the minimum years of service required under state law.
 - C. Vested, out-of-service employees, who terminate employment but leave funds on deposit with a State Retirement System shall not be considered to have retired or to be an eligible employee.
 - D. All unused illness, injury, emergency leave days that have been accumulated by an eligible employee at a rate of accumulation no greater than one day per month for a maximum of twelve days per year, less illness, injury, emergency leave previously converted pursuant to the above procedures and those credited as service rendered for retirement purposes, may be converted to monetary compensation upon the employee's termination of employment due to retirement or death.
 - E. Illness, injury, emergency leave days that are eligible for conversion shall be converted to monetary compensation at the rate of twenty-five (25) percent of an employee's daily rate of compensation at the time of termination of employment for each day of eligible illness, injury, emergency leave.

- F. For purposes of conversion, the rate of compensation is exclusive of supplemental pay, and exclusive of benefits such as health insurance premiums and other forms of insurance premiums.
 - G. Partial days of eligible illness, injury, and emergency leave shall be converted on a pro rata basis.
4. POST RETIREMENT CONSIDERATIONS
- A. Monies or post-retirement medical benefits received under this section shall not be included for the purposes of computing a retirement allowance under any public retirement system in this state.

SECTION II - Personal Leave

PROCEDURES

1. ACCUMULATION OF PERSONAL LEAVE

- A. Personal leave for personal matters as described in Article 42 shall accumulate from year to year up to six days. For the purposes of this section, "days" are based on the employee's prorated work day.

2. ANNUAL CONVERSION OF PERSONAL LEAVE

- A. Each July employees may elect to receive monetary compensation for unused accumulated personal leave, provided, that the employee has at least two (2) days of accumulated leave on record as of June 30 and that the employee provides written notice to the Payroll Office by July 15 of their intent to convert their accumulated personal leave to monetary compensation.
- B. For eligible employees electing monetary compensation, the personal leave balance as of June 30 or a lesser amount of the balance if indicated by the employee shall be converted to monetary compensation at the amount of long-term daily substitute rate in increments of 3.75 hours.
- C. For purposes of conversion, the compensation is exclusive of supplemental pay, and exclusive of benefits such as health insurance premiums and other forms of insurance premiums.
- D. All personal leave converted to monetary compensation pursuant to this procedure shall be deducted from an employee's accumulated personal leave balance.
- E. TRS Plan I members are not eligible for personal leave monetary compensation for personal leave earned during the two years of service used to calculate retirement, normally the employee's last two years prior to retirement. If an employee retiring under Plan I receives personal leave monetary compensation for personal leave earned the two years of service used to calculate retirement, the district shall deduct the amount from the employee's final warrant.

3. CONVERSION OF PERSONAL LEAVE UPON DEATH

- A. The estate of the eligible deceased staff member shall receive monetary

compensation for unused personal leave at the rate of the long-term daily substitute rate consistent with 2.B above.

ADDENDUM F

PROVISIONS FOR LEAVE SHARING

Under the provisions of Board Policy 5406 and Administrative Procedure 5406P, RCW 28A.400.380 and Chapter 392-136A WAC, a Program is established on a voluntary basis which permits employees to donate sick leave (illness, injury or emergency) to qualified employees.

A. Eligibility for Receiving Leave

1. The employee:

- a. Suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature;
- b. Has been called to service in the uniformed services;
- c. Has the needed skills to assist in responding to a state of emergency declared anywhere within the United States by the federal or any state government, or its aftermath, and volunteers his or her services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services;
- d. Is a victim of domestic violence, sexual assault, or stalking;
- e. Is a current member of the uniformed services or is a veteran as defined under RCW 41.04.005, and is attending medical appointments or treatments for a service-connected injury or disability;
- f. Is a spouse of a current member of the uniformed services or a veteran as defined under RCW 41.04.005, who is attending medical appointments or treatments for a service-connected injury or disability and requires assistance while attending such appointments or treatment;
- g. Needs the time for parental leave; or
- h. Is sick or temporarily disabled because of pregnancy disability.

2. The employee's job is one in which sick leave can be used and accrued.

3. The employee is not eligible for time-loss compensation under chapter 51.32 RCW.

4. The employee has abided by District policies regarding the use of sick leave.

5. Sick leave has been exhausted, or will be exhausted, by the employee, except as described in Section F.2 below.

6. The condition has caused, or is likely to cause, the employee to go on leave without pay or terminate District employment.

B. Donation of Sick Leave – An employee may donate sick leave to specific individuals using the following criteria:

1. The employee must have accrued more than 176 hours of sick leave.
2. Employees may not donate an amount of sick leave that will result in their sick leave account going below 176 hours.

C. Maximum Amount - The District shall determine the amount of shared leave a leave recipient may receive and may only authorize an employee to use up to a

maximum of 522 days of shared leave during total state employment.

- D. Documentation – The District shall require the employee or a legal representative, to submit, prior to approval or disapproval, documentation verifying the employee's eligibility for shared leave as described in WAC 392-136A-055.
- E. Calculation
 - 1. The dollar value of the leave donated shall be ignored and the leave shall be calculated on an hours-donated and hours-received basis.
 - 2. In the event the District determines that unused shared leave should be returned to leave donors, the District shall develop a plan for prorated return of sick leave.
- F. Exhaustion of Sick Leave
 - 1. Employees eligible for shared leave under the conditions described in A.1.a, A.1.e, A.1.f, A.1.g, or A.1.h must first deplete all but up to 40 hours of their accrued sick leave before using shared leave. Employees qualifying for shared leave under WAC 392-136A-030 (1)(g) or (h) must use leave in accordance with RCW 41.04.671.
 - 2. Employees eligible for shared leave under the conditions described in Section A.1.b must first deplete their paid military leave allowed under RCW 38.40.060 before using shared leave. However, the employee can maintain up to 40 hours of paid military leave.
- G. Shared Leave Request Process
 - 1. Upon the request of an employee who is approved for shared leave donations, the district will notify other employees of the initial request for leave donations. Upon the request of an employee, the District will issue a second announcement regarding the shared leave request.

ADDENDUM G
**School Administrator Protocol/Action Steps for Processing an
Incident of Violent/Aggressive Student Behavior**

FIRST:

- ☐ Support staff in de-escalating the situation
- ☐ Ascertain if there was physical contact and/or any injuries
- ☐ Photograph injury(ies) as evidence
- ☐ Assist staff member in obtaining medical attention, if necessary, and make sure to complete the items in step four below

SECOND:

- ☐ Contact the parent or guardian of the student
 - ☐ Implement a plan for supporting students who are observers of traumatic events including appropriate notice to parents and families of the event (CBA Article 27.8)
- ☐ Provide direct supervision of the student until the parent or guardian arrives
- ☐ If the student is on an IEP and already has a Behavior Intervention Plan or Emergency Response Protocol, consult the plan or protocol
- ☐ Work with staff to input the incident into the Student Information System (Synergy)
 - ☐ Ensure exact context of the assault (when and where it occurred) and statements made by staff member(s) and witness(es)

THIRD:

- ☐ Contact your supervisor
- ☐ Contact Law enforcement and/or Security and Safety Officer as warranted by the incident

FOURTH, if there was physical contact resulting in injuries:

- ☐ Complete the SIF-2 Worker's Compensation Injury Report (available from the school nurse)
 - ☐ Seek assistance from HR or Risk Management if necessary to complete the documentation
- ☐ Provide the staff member with law enforcement reporting information
- ☐ Work with affected staff member to determine if physical contact was intentional vs. unintentional
- ☐ Arrange for appropriate leave from work if warranted
 - ☐ Connect with HR if assistance is needed and/or if staff member requires accommodations upon return

FIFTH, determine whether or not the student has an IEP or 504 plan. If yes:

- ☐ Reference student's Behavior Intervention Plan or Emergency Response Protocol
- ☐ For a student with a 504 plan, contact the Director of Student Services for assistance
- ☐ For a student with an IEP, contact the region's Director of Special Education for assistance
- ☐ Hold a manifestation meeting. If the student's behavior is not a manifestation of the student's disability, go to step 6
 - ☐ If a manifestation meeting is held, follow the guidelines on the Manifestation Form to determine whether the behavior was a manifestation of the student's disability.

SIXTH, work with the Director of Student Services to:

- ☐ Follow discipline procedures, if required, as per Rights & Responsibilities Handbook

- ☐ Determine the level of risk. If an outside threat assessment is needed, determine and follow those next steps.
 - ☐ If warranted, refer student for mental health and safety inquiry, notifying parents of requirements for readmission to school as appropriate.
- ☐ Determine whether or not a re-entry conference is required. If so, develop a plan for the conference with support from Student Services, and notify parent or guardian of the re-entry conference.

SEVENTH, prior to re-entry:

- ☐ Refer student to counselor or other appropriate intervention if necessary
- ☐ Develop and/or determine the need to revise safety/behavior plan with appropriate school and district staff
- ☐ Review the safety/behavior plan with school staff and obtain signatures from school staff on agreement to implement the plan
 - ☐ Notify student's assigned staff, and to other staff on a need to know basis as soon as reasonably possible by an administrator or designee. (CBA Article 27.9)
- ☐ Review the safety/behavior plan with the student and parents or guardians prior to the student's return to school, and obtain signatures on the agreement to implement the plan
- ☐ Facilitate a meeting with student, parents or guardians, and staff member for repairing the relationship and making amends prior to the student returning to the staff member's class

FINALLY, ensure that the following forms have been completed and submitted:

- ☐ Violent/Aggressive Student Behavior Incident Record within the Student Information System (Synergy)
- ☐ SIF-2 Worker's Compensation Injury Report if there is an injury
- ☐ Discipline Report uploaded in the Student Information System (Synergy) if discipline has been imposed
- ☐ Physical Restraint, Isolation & Other Use of Reasonable Force form if any of those occurred.
- ☐ Safety/Behavior plan uploaded into the Student Information System (Synergy)
- ☐ Copies of forms and safety/behavior plan provided to staff member involved
 - ☐ Notify student's assigned staff, and to other staff on a need to know basis as soon as reasonably possible by an administrator or designee. (CBA Article 27.9)

If, based on the circumstances, the incident is not entered into the Student Information System, this form must be printed once completed and the information below must be included.

Date of Incident:

School Building:

Name of Affected Staff Member:

Name of Administrator:

Signature of Administrator: _____
(Signature indicates above checked actions have been taken and completed)

ADDENDUM H

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service-member during a single 12-month period. A covered service-member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the

employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

ADDENDUM I

Defining the Roles and Responsibilities of High School Counselors and IEP Case Managers

Major Activities	Counselor	IEP Case Manager	Collaboration
ADVISING: Course Selection and Scheduling	<ul style="list-style-type: none"> • Gen Ed class presentations on course selection • Provide information and advice on credit retrieval options • Provide information and advice on WaNIC and satellite programs • Provide students with Running Start information, helping students to enroll and sign Enrollment Verification form each time student registers • Conduct 3rd year math meetings 		<ul style="list-style-type: none"> • Counselors consult with IEP Case Managers on student skills and abilities to access credit retrieval options
	<ul style="list-style-type: none"> • Utilize student course selection/option form to develop student schedule – pre-registration • Review schedules that have open periods and advise students of appropriate offering 	<ul style="list-style-type: none"> • Support students in filling out selection/option form • Recommend specific classes to students based on IEP transition plan • Placement in SPED classes based on IEP goals • Review schedules of students on caseload 	<ul style="list-style-type: none"> • IEP Case Managers give counselors list of students recommended for Special Education classes • IEP Case Managers provide info to counselors on accommodations and how the student can best be supported in their core courses

Major Activities	Counselor	IEP Case Manager	Collaboration
<p>MONITORING: Diploma Requirements for Graduation</p>		<ul style="list-style-type: none"> • Create transition plans with appropriate courses of study using diploma summary and transition assessment • Work with middle school IEP Case Managers to determine appropriate courses of study needed 	<ul style="list-style-type: none"> • OIS shares student's Naviance High School & Beyond information with IEP Case Managers for transition plans • Special Education Dept Head collects information about students returning beyond initial graduation date and shares with counselors

	<ul style="list-style-type: none"> • Classroom presentations: how to read transcripts; how to meet graduation requirements (credits); planning • Planning Night for HS and Beyond for parents on graduation requirements • Track credits and other requirements for graduation and send home letter to parent/guardian 		<ul style="list-style-type: none"> • Counselor gives a copy of letters to Special Education Dept Head
Major Activities	Counselor	IEP Case Manager	Collaboration
MONITORING: Diploma Requirements for Graduation (Continued)			

	<ul style="list-style-type: none"> • Monitor progress for meeting state testing requirements 	<ul style="list-style-type: none"> • Special education case managers work with the IEP team, including parents, and the school counselor to identify a graduation pathway. 	<ul style="list-style-type: none"> • Special Education Dept Head works with Testing Coordinator to determine alternate assessments to be used for each student and accommodations needed based on IEP
	<ul style="list-style-type: none"> • Monitors progress towards meeting graduation requirements 	<ul style="list-style-type: none"> • Follow up with students who have not completed HS and Beyond Plan • Link HS and Beyond Plan to IEP Transition Plan 	

Major Activities	Counselor	IEP Case Manager	Collaboration
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TEACHING:	<ul style="list-style-type: none"> Classroom presentations: how to read transcripts; how to meet graduation requirements (credits); planning 	<ul style="list-style-type: none"> Provide specially designed instruction in reading math, written language, social skills, behavior, and organization skills based on students' IEP goals. This may occur in a special education class or in general education class. Collect data on student's progress toward their goals and modify SDI accordingly. Work with general education teachers to modify the curriculum. IEP case manager gives each general education teacher the student's accommodation page. 	
	<ul style="list-style-type: none"> OIS provide instruction and ongoing support in Naviance to students receiving special education services. 	<ul style="list-style-type: none"> Provide instruction/guidance in transition skills 	

Major Activities	Counselor	IEP Case Manager	Collaboration
SOCIAL/EMOTIONAL RESOURCES AND SUPPORT	<ul style="list-style-type: none"> Counselor supports students and parents in addressing barriers to learning (e.g., providing additional resources and strategies) 		<ul style="list-style-type: none"> IEP case manager involves counselor and/or school psychologist in the development of behavior plan as it relates to social/emotional and/or behavior development

ADDENDUM J

Salary Schedule Placement Regulations Excerpts from Chapter 392-121 WAC in Effect for 2017-18 School Year

WAC 392-121-249 Definition—Accredited institution of higher education. As used in this chapter, "accredited institution of higher education" means an institution of higher education that has been accredited by a national or regional accrediting association recognized by the Washington student achievement council and the secretary of the U.S. Department of Education pursuant to WAC 181-78A-010(7).

WAC 392-121-250 Definition—Highest degree level. As used in this chapter, the term "highest degree level" means:

- (1) The highest degree earned by the employee from an accredited institution of higher education, pursuant to WAC 392-121-249; or
- (2) "Nondegreed" for a certificated instructional employee who:
 - (a) Holds no bachelor's or higher level degree; or
 - (b) Holds a bachelor's or higher level degree and a valid vocational/career and technical education certificate, but:
 - (i) The bachelor's or higher level degree was not a requirement of any past or present education certificate or permit, including the vocational/career and technical education certificate, pursuant to chapter 181-77 or 181-79A WAC; and
 - (ii) Whose highest placement pursuant to WAC 392-121-270 is as a nondegreed certificated instructional employee.

WAC 392-121-255 Definition—Academic credits. As used in this chapter, "academic credits" means credits determined as follows:

- (1) Credits are earned after the awarding or conferring of the employee's first bachelor's degree;
- (2) Credits are earned on or before October 1 of the year for which allocations are being calculated pursuant to this chapter;
- (3) Credits are earned from an accredited institution of higher education: Provided, That credits, determined eligible pursuant to subsections (1), (2), (4) and (6) of this section, earned from any other accredited community college, college, or university and reported on Form S-275 on or before December 31, 1992, shall continue to be reported;
- (4) Credits are transferrable or applicable to a bachelor's or more advanced degree program: Provided, That for educational courses which are the same or identical no more credits for that educational course than are transferrable or applicable to a bachelor's or more advanced degree program at that institution shall be counted;
- (5) Credits earned after September 1, 1995, must satisfy the additional requirements of WAC 392-121-262;
- (6) Credits are not counted as in-service credits pursuant to WAC 392-121-257 or nondegree credits pursuant to WAC 392-121-259;

- (7) The number of credits equals the number of quarter hours, units or semester hours each converted to quarter hours earned pursuant to this section; and
- (8) Accumulate credits rounded to one decimal place.

WAC 392-121-257 Definition—In-service credits. As used in this chapter, "in-service credits" means credits determined as follows:

- (1) Credits are earned:
 - (a) After August 31, 1987; and
 - (b) After the awarding or conferring of the employee's first bachelor's degree.
- (2) Credits are earned on or before October 1 of the year for which allocations are being calculated pursuant to this chapter.
- (3) Credits are earned in either:
 - (a) A locally approved in-service training program which means a program approved by a school district board of directors or charter school board, and meeting standards adopted by the professional educator standards board pursuant to the standards in WAC 181-85-200 and the development of which has been participated in by an in-service training task force whose membership is the same as provided under RCW 28A.415.040; or
 - (b) A state approved continuing education program offered by an education agency approved to provide in-service for the purposes of continuing education as provided for under rules adopted by the professional educator standards board pursuant to chapter 181-85 WAC.
- (4) Credits are not earned for the purpose of satisfying the requirements of the employee's next highest degree.
- (5) Credits earned after September 1, 1995, must satisfy the additional requirements of WAC 392-121-262.
- (6) Credits are not counted as academic credits pursuant to WAC 392-121-255 or nondegree credits pursuant to WAC 392-121-259.
- (7) Ten locally approved in-service or state approved continuing education credit hours defined in WAC 181-85-030 equal one in-service credit.
- (8) Each forty hours of participation in an approved internship with a business, industry, or government agency pursuant to chapter 181-83 WAC equals one in-service credit.
 - (a) No more than two in-service credits may be earned as a result of an internship during any calendar-year period.
 - (b) Each individual is limited to a maximum of fifteen in-service credits earned from internships.
- (9) Accumulate credits rounded to one decimal place.

WAC 392-121-259 Definition—Nondegree credits. As used in this chapter, "nondegree credits" means credits recognized for nondegree certified instructional employees as follows:

(1) Zero credits shall be recognized for persons holding a valid certificate other than a certificate included in subsection (2) or (3) of this section.

(2) Thirty credits shall be recognized for persons holding a valid continuing or standard school nurse certificate.

(3) Persons holding valid vocational/career and technical education certificates as provided for in chapter 181-77 WAC shall accumulate recognized credits as follows:

(a) One credit for each one hundred clock hours of occupational experience as defined in WAC 181-77-003(7), subject to the following conditions and limitations:

(i) Clock hours of occupational experience used in determining nondegree credits must be earned after meeting the minimum vocational/career and technical education certification requirements of three years (six thousand hours) as established in WAC 181-77-041 (1)(a)(i), regardless of when the initial certificate is issued and regardless of type of vocational/career and technical education certificate held.

(ii) Nondegree credits based on occupational experience shall be limited to a maximum of twenty credits per calendar year.

(iii) Nondegree credits based on occupational experience shall exclude experience determined pursuant to WAC 392-121-264 (1)(a) through (d).

(b) One credit for each ten clock hours of vocational/career and technical education educator training meeting the requirements of WAC 181-77-003 (2), (9), or (12). Clock hours of vocational/career and technical education educator training used in determining nondegree credits must be earned after meeting the minimum vocational/career and technical education certification requirements as established in WAC 181-77-041 (1)(b) and (c), regardless of when the initial certificate is issued and regardless of type of vocational/career and technical education certificate held.

(4) Credits earned after September 1, 1995, must satisfy the additional requirements of WAC 392-121-262.

(5) Accumulate credits rounded to one decimal place.

WAC 392-121-261 Definition—Total eligible credits. As used in this chapter, "total eligible credits" means the total number of credits determined as follows:

(1) For an employee whose highest degree is a bachelor's degree, sum:

(a) Academic and in-service credits; and

(b) Nondegree credits, determined pursuant to WAC 392-121-259 and reported on Report S-275 prior to the awarding of the bachelor's degree for vocational/career and technical education instructors who obtain a bachelor's degree while employed in the state of Washington as a nondegreed vocational/career and technical education instructor.

(2) For an employee whose highest degree is a master's degree, sum:

- (a) Academic and in-service credits in excess of forty-five earned after the awarding or conferring of the bachelor's degree and prior to the awarding or conferring of the master's degree; and
 - (b) Academic and in-service credits earned after the awarding or conferring of the master's degree.
- (3) For a nondegreed employee sum only nondegree credits.

WAC 392-121-262 Definition—Additional criteria for all credits. Credits earned after September 1, 1995, must satisfy the following criteria in addition to those found in WAC 392-121-255, 392-121-257, and 392-121-259:

- (1) At the time credits are recognized by the school district or charter school, the content of the course must meet at least one of the following:
- (a) It is consistent with a school-based plan for mastery of student learning goals as referenced in RCW 28A.655.110, the annual school performance report, for the school in which the individual is assigned;
 - (b) It pertains to the individual's current assignment or expected assignment for the following school year;
 - (c) It is necessary for obtaining endorsement as prescribed by the Washington professional educator standards board;
 - (d) It is specifically required for obtaining advanced levels of certification;
 - (e) It is included in a college or university degree program that pertains to the individual's current assignment or potential future assignment as a certificated instructional staff;
 - (f) It addresses research-based assessment and instructional strategies for students with dyslexia, dysgraphia, and language disabilities when addressing learning goal one under RCW 28A.150.210, as applicable and appropriate for individual certificated instructional staff; or
 - (g) Beginning in the 2011-12 school year, it pertains to the revised teacher evaluation system under RCW 28A.405.100, including the professional development training provided in RCW 28A.405.106.
- (2) Credits which have been determined to meet one or more of the criteria in subsection (1) of this section shall continue to be recognized in subsequent school years and by subsequent school district and charter school employers; and
- (3) Credits not recognized in a school year may be recognized in a subsequent school year if there is a change in the qualifying criteria such as a change in professional educator standards board rules, a change in the district's or charter school's strategic plan, a change in the school-based plan for the school in which the individual is assigned, a change in the individual's assignment, or a change in the individual's employer.

WAC 392-121-264 Definition—Certificated years of experience. Regardless of the experience factors used by a school district or charter school for the purposes of its salary schedule(s), as used in this chapter, the term "certificated years of experience" means the number of years of accumulated full-time and part-time professional education employment prior to the current reporting school year in the state of Washington, out-

of-state, and a foreign country. School districts and charter schools shall report all certificated years of experience including those beyond the experience limit of the school district's or charter school's salary schedule.

(1) Professional education employment shall be limited to the following:

- (a) Employment in public or private preschools or elementary and secondary schools in positions which require certification where:
 - (i) Schools include the Centrum education program, the Pacific Science Center education program, educational centers authorized under chapter 28A.205 RCW, and Seattle Children's Hospital education program;
 - (ii) Certification means the concurrent public professional education licensing requirements established in the state, province, country, or other governmental unit in which employment occurred and which, for the state of Washington, refers to the certificates authorized by WAC 181-79A-140 and temporary permits authorized by WAC 181-79A-128;
- (b) Employment in public or private vocational-technical schools, technical colleges, community/junior colleges, colleges, and universities in positions comparable to those which require certification in Washington school districts;
- (c) Employment in a governmental educational agency with regional administrative responsibilities for preschool, elementary, and/or secondary education including but not limited to an educational service district, office of superintendent of public instruction, or United States department of education in any professional position including but not limited to C.P.A., architect, business manager, or physician;
- (d) Experience in the following areas:
 - (i) Military, Peace Corps, or Vista service which interrupted professional education employment included in (a), (b), or (c) of this subsection; and
 - (ii) Sabbatical leave.
- (e) For nondegreed vocational/career and technical education instructors, up to a maximum of six years of management experience as defined in WAC 181-77-003(6) acquired after the instructor meets the minimum vocational/career and technical education certification requirements of three years (six thousand hours) established in WAC 181-77-041 (1)(a)(i), regardless of when the initial certificate is issued and regardless of type of vocational/career and technical education certificate held. If a degree is obtained while employed in the state of Washington as a nondegreed vocational/career and technical education instructor, the eligible years of management experience pursuant to this subsection reported on Report S-275 prior to the awarding of the degree shall continue to be reported but shall not increase.
- (f) Beginning in the 2007-08 school year, for occupational therapists, physical therapists, nurses, speech-language pathologists, audiologists, counselors, psychologists, and social workers regulated under Title 18 RCW, years of experience may include employment as occupational therapists, physical therapists, nurses, speech-language pathologists, audiologists, counselors, psychologists, and social workers, that does not otherwise meet the requirements of (a) through (e) of this subsection, subject to the following conditions and limitations:
 - (i) Experience included under this subsection shall be limited to a maximum of two years.

(ii) The calculation of years of experience shall be that one year of experience in a school or other nonschool position counts as one year of experience for the purposes of this subsection, per subsection (2)(a) of this section.

(iii) Employment as occupational therapists shall be limited to the following:

- (A) In positions requiring licensure as an occupational therapist under Title 18 RCW, or comparable out-of-state employment; and
- (B) While holding a valid occupational therapist license, or other comparable occupational therapist credential.

(iv) Employment as physical therapists shall be limited to the following:

- (A) In positions requiring licensure as a physical therapist under Title 18 RCW, or comparable out-of-state employment; and
- (B) While holding a valid physical therapist license, or other comparable physical therapist credential.

(v) Employment as nurses shall be limited to the following:

- (A) In positions requiring licensure as a registered nurse under Title 18 RCW, or comparable out-of-state employment; and
- (B) While holding a valid registered nurse license, or other comparable registered nurse credential.

(vi) Employment as speech-language pathologists or audiologists shall be limited to the following:

- (A) In positions requiring the same or similar duties and responsibilities as are performed by speech-language pathologists or audiologists regulated under Title 18 RCW; and
- (B) After completion of the minimum requirements for conditional certification as a school speech-language pathologist or audiologist established in WAC 181-79A-231 (1)(c)(iv).

(vii) Employment as counselors shall be limited to the following:

- (A) In positions requiring the same or similar duties and responsibilities as are performed by counselors regulated under Title 18 RCW; and
- (B) After completion of the minimum requirements for emergency certification as a school counselor established in WAC 181-79A-231(3).

(viii) Employment as psychologists shall be limited to the following:

- (A) In positions requiring the same or similar duties and responsibilities as are performed by psychologists regulated under Title 18 RCW; and
- (B) After completion of the minimum requirements for emergency certification as a school psychologist established in WAC 181-79A-231(3).

(ix) Employment as social workers shall be limited to the following:

- (A) In positions requiring the same or similar duties and responsibilities as are performed by social workers regulated under Title 18 RCW; and
 - (B) After completion of the minimum requirements for emergency certification as a school social worker established in WAC 181-79A-231(3).
 - (x) Certificated years of experience as occupational therapists, physical therapists, nurses, speech-language pathologists, audiologists, counselors, psychologists, and social workers, determined pursuant to this subsection and reported on Report S-275, by teachers and other certificated staff who are no longer employed as occupational therapists, physical therapists, nurses, speech-language pathologists, audiologists, counselors, psychologists, and social workers, shall continue to be reported but shall not increase.
- (2) Years of full-time and part-time professional education employment prior to the current reporting school year are accumulated as follows:
- (a) For each professional education employment which is not employment as a casual substitute pursuant to subsection (1)(a) of this section;
 - (i) Determine the total number of hours, or other unit of measure, per year for an employee working full-time with each employer;
 - (ii) Determine the number of hours, or other unit of measure, per year with each employer, including paid leave and excluding unpaid leave;
 - (iii) Calculate the quotient of the hours, or other unit of measure, determined in (a)(ii) of this subsection divided by the hours, or other unit of measure, in (a)(i) of this subsection rounded to two decimal places for each year.
 - (b) For professional education employment as a casual substitute pursuant to subsection (1)(a) of this section:
 - (i) Determine the total number of full-time equivalent substitute days per year;
 - (ii) Calculate the quotient of full-time equivalent days determined in (b)(i) of this subsection divided by 180 rounded to two decimal places for each year.
 - (c) No more than 1.0 year may be accumulated in any traditional nine-month academic year or any twelve-month period.
 - (i) Accumulate, for each year, professional education employment calculated in (a)(iii) and (b)(ii) of this subsection.
 - (ii) Determine the smaller of the result in (c)(i) of this subsection or 1.00 for each year.
 - (d) Determine certificated years of experience as the accumulation of all years of professional education employment calculated in (c)(ii) of this subsection and report such years rounded to one decimal place.

WAC 392-121-266 Definition—LEAP salary allocation documents. As used in this chapter, "LEAP salary allocation documents" means the computerized tabulations prepared by the legislative evaluation and accountability program (LEAP) and identified in the state Operating Appropriations Act as part of the formula

for determining average salaries for the purpose of allocating state moneys to school districts or charter schools.

WAC 392-121-270 Placement of certificated instructional employees on LEAP salary allocation documents. Each certificated instructional employee shall be placed on LEAP salary allocation documents with the highest placement based on the employee's highest degree level, total eligible credits, and certificated years of experience each defined in this chapter: Provided, That

- (1) If an employee holds more than one degree of the same level, additional credits shall be counted after the first degree.
- (2) An employee whose highest degree is a bachelor's degree, whose total eligible credits are ninety or greater, and whose total eligible credits earned prior to January 1, 1992, were less than one hundred thirty-five shall be placed on the BA + 90 column.
- (3) An employee whose highest degree level is nondegreed shall be placed on the BA columns except that such persons holding valid vocational/career and technical education certificates with one hundred thirty-five or more eligible credits shall be placed on the MA + 0 column.
- (4) A vocational/career and technical education instructor who obtains a bachelor's degree while employed in the state of Washington as a nondegreed vocational/career and technical education instructor and for whom one hundred thirty-five or more eligible credits determined pursuant to WAC 392-121-259 were reported on Report S-275 prior to the awarding of that bachelor's degree shall continue to be placed on the MA + 0 column and shall not advance to any other column unless a master's degree is obtained.
- (5) For placement on LEAP salary allocation documents, total eligible credits and certificated years of experience shall be rounded to the nearest whole number. One-half credit or year shall be rounded to the next highest credit or year.

WAC 392-121-280 Placement on LEAP salary allocation documents—Documentation required. School districts and charter schools shall have documentation on file and available for review which substantiates each certificated instructional employee's placement on LEAP salary allocation documents. The minimum requirements are as follows:

- (1) Districts and charter schools shall document the date of awarding or conferring of the highest degree including the date upon which the degree was awarded or conferred as recorded on the diploma or transcript from the registrar of the accredited institution of higher education.
 - (a) If the highest degree is a master's degree, the district or charter school shall also document the date of awarding or conferring of the first bachelor's degree.
 - (b) If the degree was awarded by an institution which does not confer degrees after each term, and all degree requirements were completed at a time other than the date recorded on the diploma or transcript, a written statement from the registrar of the institution verifying a prior completion date shall be adequate documentation.
 - (c) If the degree program was completed in a country other than the United States, documentation must include documentation in English of degree equivalency for the appropriate degree as allowed by WAC 181-79A-260: Provided, That documentation of degree equivalency is not required if that institution of higher education is already accredited pursuant to WAC 181-78A-010(7).

(2) Districts and charter schools shall document academic credits by having on file a transcript from the registrar of the accredited institution of higher education granting the credits. For purposes of this subsection:

- (a) An academic credit is deemed "earned" at the end of the term for which it appears on the transcript: Provided, That a written statement from the registrar of the institution verifying a prior earned date may establish the date a credit was earned;
- (b) Washington state community college credits numbered one hundred and above are deemed transferable for purposes of WAC 392-121-255(4) subject to the limitations of that same subsection;
- (c) Credits are not deemed "earned" at an institution of higher education which transfers-in credits. Such credits must be documented using a transcript from the initial granting institution and are subject to all the limitations of WAC 392-121-255;
- (d) If the credits were completed in a country other than the United States, documentation must include a written statement of credit equivalency for the appropriate credits from a foreign credentials' evaluation agency approved by the office of superintendent of public instruction: Provided, That documentation of degree equivalency is not required if that institution of higher education is already accredited pursuant to WAC 181-78A-010(7); and
- (e) For credits earned after September 1, 1995, districts and charter schools shall document that the course content meets one or more of the criteria of WAC 392-121-262(1). At a minimum, such documentation must include a dated signature of the immediate principal, supervisor, or other authorized school district or charter school representative and must be available to the employee's future employers.

(3) Districts and charter schools shall document in-service credits:

- (a) By having on file a document meeting standards established in WAC 181-85-107; and
- (b) For credits earned after September 1, 1995, districts and charter schools shall document that the course content meets one or more of the criteria of WAC 392-121-262(1). At a minimum, such documentation must include a dated signature of the immediate principal, supervisor, or other authorized school district or charter school representative and must be available to the employee's future employers.

(4) Districts and charter schools shall document nondegree credits.

- (a) For vocational/career and technical education educator training credits pursuant to WAC 392-121-259(3) districts and charter schools shall have on file a document meeting standards established in WAC 181-85-107 and evidence that the training was authorized pursuant to WAC 181-77-003 (2), (9), or (12).
- (b) For credits calculated from converted occupational experience pursuant to WAC 392-121-259(3) districts and charter schools shall have on file documents which provide:
 - (i) Evidence that the occupational experience meets the requirements of WAC 181-77-003(7);
 - (ii) Evidence of the individual's actual number of hours of employment for each year including dates of employment; and

- (iii) The district or charter school calculation of converted credits pursuant to WAC 392-121-259(3).
 - (c) For credits earned after September 1, 1995, districts shall document that the course content meets one or more of the criteria of WAC 392-121-262(1). At a minimum, such documentation must include a dated signature of the immediate principal, supervisor, or other authorized school district representative and must be available to the employee's future employers.
- (5) Districts and charter schools shall document certificated years of experience as follows:
- (a) For certificated years of experience obtained and reported on Report S-275 prior to the 1994-95 school year districts and charter schools shall have on file documents that provide evidence of employment including dates of employment.
 - (b) For certificated years of experience reported on Report S-275 for the first time after the 1993-94 school year districts and charter schools shall have on file:
 - (i) The total number of hours, or other unit of measure, per year for an employee working full-time with each employer;
 - (ii) The number of hours, or other unit of measure (worked by the employee), per year and dates of employment with each employer, including paid leave and excluding unpaid leave: Provided, That documentation of hours in excess of one full-time certificated year of experience in any twelve-month period is not required;
 - (iii) The quotient of the hours, or other unit of measure, determined in (b)(ii) of this subsection divided by the hours, or other unit of measure, in (b)(i) of this subsection rounded to two decimal places for each year;
 - (iv) The name and address of the employer;
 - (v) For those counting experience outside of the school district or charter school pursuant to WAC 392-121-264 (1)(a), evidence whether or not the position required professional education certification pursuant to WAC 392-121-264 (1)(a)(ii);
 - (vi) For those counting experience pursuant to WAC 392-121-264 (1)(b), a brief description of the previous employment which documents the school district's or charter school's decision that the position was comparable to one requiring certification in the Washington school districts;
 - (vii) For those counting management experience pursuant to WAC 392-121-264 (1)(e), evidence that the experience meets the requirements of WAC 181-77-003(6);
 - (viii) For those counting experience (for educational staff associates) pursuant to WAC 392-121-264 (1)(f), evidence that the previous employment meets the requirements in the applicable subsections of WAC 392-121-264 (1)(f).
 - (6) Any documentation required by this section may be original or copies of the original: Provided, That each copy is subject to school district or charter school acceptance or rejection.
 - (7) The falsification or deliberate misrepresentation, including omission of a material fact concerning degrees, credits, or experience by an education practitioner as defined in WAC 181-87-035 shall be deemed an act of unprofessional conduct pursuant to WAC 181-87-050. In such an event the provisions of chapters 181-86 and 181-87 WAC shall apply.