

**COLLECTIVE BARGAINING AGREEMENT**

**between the**

**SHORELINE SCHOOL DISTRICT NO. 412**

**and the**

**SHORELINE EDUCATION ASSOCIATION**

**September 1, 2023 – August 31, 2025**

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## **PREAMBLE**

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

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

## **COMMITMENTS TO ADDRESS RACISM AND EQUITY**

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

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

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

1. Ground our decision-making in equity with:
  - a. Consideration for who is present in any discussion and who is not;
  - b. Active commitment to ensure the impact on stakeholders will influence a decision;
  - c. Reflection and evaluation regarding the outcome's ultimate impact on equity; and
  - d. Opportunity to revise the decision to assure equity is advanced.
2. Maintain and enhance support for equity and anti-racism work underway through the Race and Equity Advisory Team, staff and student Affinity Groups, building-based Equity Leads, and building-based and districtwide professional development activities;

3. Hold each other accountable for regular and ongoing authentic conversations to identify and eliminate barriers to full participation by all staff and administrators in this work;
4. Work together to learn and apply emerging best practices to identify systemic changes necessary to reduce and eliminate institutional, structural and systemic racism, and bias in our schools and organizations;
5. Create an annual reflection process and use it to examine the steps taken and progress made to meet our mutual objectives related to our shared commitments.

## **1.0 RECOGNITION**

- 1.1 The District recognizes the Shoreline Education Association as the exclusive bargaining representative for all certificated teachers, certificated support personnel, and substitutes in certificated positions under contract or on leave. The bargaining unit shall consist of the following:
  - 1.1.1 All full and/or part-time contracted certificated teachers, librarians, counselors, psychologists, social workers, speech and language pathologists, occupational therapists, physical therapists, nurses, and substitutes in certificated positions.
  - 1.1.2 All certificated persons to be hired for any instructional, remedial, or enrichment program shall be contracted and covered by the provisions of the bargaining agreement.
  - 1.1.3 Substitutes in certificated positions are covered by the provisions of the Substitute Addendum.

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

- 2.1 This Agreement shall become effective when ratified by the Association and adopted by the Board and executed by authorized representatives thereof and may be amended or modified only with mutual consent of the parties.
- 2.2 This Agreement shall supersede any rules, regulations, policies, or practices of the District which shall be contrary to or inconsistent with its terms. This Agreement shall have supremacy over all individual contracts.
- 2.3 The Association or District, or an employee, building staff, or administrator may file a request for a waiver of any provision of this contract. Waiver requests shall be submitted in writing to both the Association President and the District administrator responsible for Human Resources, and shall state the section(s) to be waived, the proposed duration of the waiver, and the person(s) to whom the waiver would apply. Either the District or Association may ask for additional information from the party requesting the waiver prior to approving or denying the waiver. The District and Association shall each approve or deny a request for a waiver within thirty (30) calendar days of receipt of the request. Waivers approved by both the

Association and the District shall be recorded in writing, signed by representatives of both parties, and state the section(s) to be waived, the duration of the waiver, and the person(s) to whom the waiver shall apply. Denials of waivers shall be accompanied by a written explanation.

- 2.4 In order to conserve resources, the parties agree that notices and publications required by Section 26.2 may be published or delivered electronically. The parties will continue to work toward identifying other documents which may also be published or distributed electronically.
- 2.5 The District and Association agree that new non-traditional educational programs may present unique circumstances that may or may not fit within the shared expectations of the parties when this Agreement was bargained and ratified. Either party may initiate negotiations regarding the implementation of any or all of the provisions of this Agreement prior to the start of any new non-traditional educational program.
- 2.6 When a successor agreement is negotiated, the Agreement is modified during the term of the Agreement, or the parties negotiate an MoU that they mutually agree shall be posted online, such negotiated agreements shall be posted on the District's website within thirty (30) business days of final approval of both parties.

### **3.0 COMPLIANCE**

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

### **4.0 SEVERABILITY**

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

### **5.0 MAINTENANCE OF STANDARDS**

- 5.1 While this Agreement remains in force, it is agreed there shall be a maintenance of policies, procedures, and practices which affect certificated employee salaries, benefits, terms, conditions of employment, and professional performance related thereto. In the event a change is necessary in order to conform with law(s), rules and regulations, Article 4.0, Severability, shall become effective.

## 6.0 DISTRIBUTION OF AGREEMENT

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

## 7.0 ASSOCIATION RIGHTS

- 7.1 The Association and its representatives shall have the right to use District buildings for meetings and to transact Association business.
- 7.2 Authorized representatives of the Association shall have the right to transact official Association business on the school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Authorized representatives of the Association will have access to wireless networks while conducting Association business at District facilities. The Association shall have the right to use District facilities and equipment at reasonable times when not otherwise in use. Costs resulting from use shall not be reimbursed by the Association to the District.
- 7.3 The Association shall have the right to post notices of activities and matters of Association business on bulletin boards, which shall be provided in each school building.
- 7.4 The Association may use the District mail services and certificated personnel mailboxes, email and internet for communication, with the District assuming no responsibility for the distribution of any communication. The District shall facilitate ongoing access to certificated District email groups (e.g., district-wide, building, staff department groups such as SLP's and Psychologists, etc.).
- 7.5 The Association shall have the right to information from the District such as, but not limited to, board reports, preliminary and final budget documents, and a listing of salaries and certificated personnel represented by the Association. Requests for information shall be made to the superintendent's office.
- 7.6 The District shall provide notification to the Association of any new employee covered by this collective bargaining agreement. This notification shall occur within twenty-four (24) hours of the Board hiring date for regular employees and include all daily substitutes hired since the last list provided to the Association and shall include the name, last four digits of the employee's social security number, assignment, work location, date of hire, and all contact information known by or provided to the district. In addition, on a monthly basis, the District will provide the Association with an updated membership list which shall include all information required to process membership, including but potentially not limited to the last four digits of the employee's social security number, name, assignment,



work site, work year/calendar, work hours, salary schedule placement, seniority, home address, work and home phone numbers, and work and home email address of each bargaining unit employee, so long as such information is provided to the District by the employee.

- 7.7 The Board agrees to include on its agenda matters brought to its attention by the Association as long as those items are submitted in time to the superintendent's office.
- 7.8 The Association president may meet, when necessary, with the superintendent during the school year to discuss mutual concerns. Upon mutual agreement, others may be in attendance.
- 7.9 The Association will be provided the opportunity to meet with new employees for a minimum of sixty (60) minutes of paid time, inclusive of a duty-free lunch period, during the contracting and/or orientation process. In the event an employee is hired after the initial contracting and orientation period, the District will provide the Association with an opportunity to meet with the new employee for a minimum of thirty (30) minutes of paid time. This access will occur during the new employee's regular work hours, at the employee's regular worksite or at a location mutually agreed upon by the District and the Association, so long as it does not interrupt instruction. No employee may be mandated to attend the Association meetings or presentations.
- 7.10 Orientation materials distributed by the District shall include union membership applications and union orientation materials. It shall be the Association's responsibility to provide the District with sufficient copies of such materials.
- 7.11 Communication: The District shall make every effort to send general district-wide announcements first to the Association and SEA represented employees, with no less than one hour notice (except in the case of emergencies), before distributing the announcements to students and parents. Staff communications shall also be sent to the Association President and UniServ Director.
- 7.12 These rights are agreed to by the District and the Association for the purpose of maintaining a professional relationship between the parties to this Agreement.

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

- 8.1 The Shoreline Education Association is recognized as the official employee organization and exclusive bargaining representative for all certificated employees as described under the Recognition provision of this Agreement.
- 8.2 The District agrees that the Association has the legal right to encourage all certificated employees in the bargaining unit to become and remain members in good standing of the Association, and the Association accepts its responsibility to

represent all certificated employees in the bargaining unit regardless of membership status.

- 8.3 Certificated employees represented by the Association shall remit to the Association, as a condition of employment, the regular membership dues or representation fees as established by the Association. Employees with a bona fide religious objection to the foregoing, which is based on bona fide religious tenets or teachings of a church or religious body of which the certificated employee is a member, may satisfy this obligation by paying equivalent amounts to a mutually agreed upon charity as specified in RCW 41.59.
- 8.4 The District agrees to deduct from the salary warrant of certificated employees, who have authorized it, the Association membership dues or representation fees as established by the Association. The amounts deducted shall be transmitted by the twelfth (12th) day or earlier of each month to the Association on behalf of the certificated employee. Authorization by the certificated employee shall be on an approved form by the parties hereto and shall provide for revocation of dues deduction by an individual employee between August 15 and September 30 of the current contract year.
- 8.5 The District agrees to deduct from the salary warrant of duly authorized certificated members of the National Education Association's NEAPAC and/or the Washington Education Association's WEA-PAC, the dues as established by these associations.
- 8.6 The Association agrees to indemnify and hold harmless the District from any and all liability resulting from the dues/representation fee payroll deduction system.
- 8.7 The District shall, upon request, provide the Association an annual status listing of all certificated employees covered by this Agreement.

## **9.0 EMPLOYEE RIGHTS**

### **9.1 Privacy of Information**

- 9.1.1 The following shall not be released by the District except as required by law or as necessary to comply with the provisions of this Agreement: the residential addresses, residential telephone numbers, personal wireless telephone numbers, personal electronic email address, Social Security numbers, and emergency contact information of employees covered by this Agreement.
- 9.1.2 The District will notify the Association of third-party requests for lists of employees covered by this Agreement.
- 9.2 An employee's personal life shall not serve as a basis for assignment or performance evaluation, as long as the personal life does not interfere with contracted responsibilities.

- 9.3 Employees shall have the right to work in an environment free from sexual harassment. The District and the Association shall mutually cooperate in informing the certificated staff about the issue of sexual harassment.
- 9.4 The District shall provide working space and conditions that meet educational standards and health and safety regulations. Each building shall be equipped with a staff lounge reserved solely for staff use, not to be converted to instructional space. At Shorecrest High School, due to facility design, the staff lounge may be used for occasional instructional purposes when scheduled in advance. Certificated staff shall be informed immediately, to the extent permitted by law, when they are potentially exposed to contagious diseases and illnesses and they shall be instructed as to prevention and protection from the disease or illness. The District is committed to improve the air, water, heat and light conditions for all employees and students throughout the District.
- 9.5 District-employed ESAs shall be paid for substituting at the rates described in Section 63.4.1 of the contract.
- 9.6 Each certificated staff member shall be informed of their specific responsibilities relating to a student's IEP or 504 plan in a timely manner.
- 9.7 The teacher shall have the authority and responsibility to determine grades and other evaluations of students. Any grade or evaluation to be changed shall be made by mutual agreement between the teacher and administrator.

**9.8 Enrollment of Employee's Child**

- 9.8.1 The District shall enroll nonresident students in Grades 1-12 who are the children of full-time and part-time certificated employees at the school requested by the employee. Kindergarten children of full-time and part-time certificated employees shall be assigned to a school on the same basis as resident students. Formal notice of student enrollment shall be provided to employees on the same basis as notice to resident families.
- 9.8.2 Transportation must be provided by the student's family and a release must be obtained from the resident district.
- 9.8.3 In accordance with RCW 28A.225.225, as now or hereinafter amended, the District may only reject enrollment applications under this section if: (a) the student's disciplinary records indicate a history of convictions for offenses or crimes, violent or disruptive behavior, or gang membership; (b) the student has been expelled or suspended from a public school for more than ten consecutive days; (c) enrollment of a child under this section would displace a child who is a resident of the district, except that if a child is admitted under this section, that child shall be permitted to remain enrolled at that school, or that K through 12 continuum, until they have completed their schooling, or (d) the student has repeatedly failed to comply with requirements for participation in an on-line school program, such as

participating in weekly direct contact with the teacher or monthly progress evaluations.

- 9.8.4 Students who are the children of District employees shall have preference in boundary exception decisions over students who are children of non-employee parents.
- 9.9 Multiple indicators will be used to determine if the Shoreline School District's curriculum is successful in helping students improve their academic performance. No single test will be used for the purpose of making high stakes decisions about the quality of schools and students' achievement. Many factors affect student performance, and some of these factors are outside the control of the teaching staff; therefore, no single measure of student achievement will be used to evaluate certificated staff performance or affect their right to transfers, reassignments, or other personnel actions.
- 9.10 The District will insure or self-insure district equipment that employees are expected to use, including laptops. In cases of gross negligence, the employee shall be responsible for paying the deductible or costs of repair.
- 9.11 SEA employees, including all full and/or part-time contracted staff but excluding substitutes, shall receive a discount of 20% off the tuition rate if they choose to enroll their child(ren) in the Edwin Pratt Early Learning Center or Shoreline Children's Extended Care programs. Employees shall be entitled to register and receive notification of the status of their application on the same timeline as families returning to the program from the prior year.

## **10.0 DISTRICT RIGHTS**

- 10.1 The Board and the Association recognize that the District has the responsibility and authority to manage and direct all the operations and activities of the District to the full extent authorized by law, Washington Administrative Code, Office of the Superintendent of Public Instruction, and Board policies and procedures, provided that such rights and responsibilities shall be exercised by the District in conformity with the terms and conditions of this Agreement.
- 10.2 The Board and the Association also recognize that, pursuant to the laws of the State of Washington, the Board has the responsibility for formulation and implementation of policies and procedures governing educational programs and services of the District.

## **11.0 COOPERATIVE RESOLUTION OF DISPUTES**

- 11.1 Recognizing that reaching contract settlement can lead to conflict, the District and the Association agree that the Collective Bargaining Process is the best way to solve potential disputes. The District and the Association agree to work mutually to arrive at contract settlement. During continuing bargaining to resolve contract issues, the

Association, its officers or agents, acting individually or in concert with others, shall not engage in any work stoppage against the District during the lifetime of the Agreement.

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

## **12.0 SCHOOL SAFETY AND STUDENT DISCIPLINE**

- 12.1 In order to support learning, the District shall maintain an expectation of positive learning behavior on the part of all students who attend schools in the District. Discipline shall be enforced fairly and consistently. The Board and the Superintendent shall support teachers in their efforts to maintain classroom and building-wide student discipline. District discipline policies shall be made available online to all employees.
- 12.2 It is understood that professional judgement is an essential factor in the implementation of fair and consistent classroom and building-wide student management. The District will support teachers/employees so long as student management in the classroom or across the building is implemented in alignment with Board policy, or reasonably implemented in an emergency situation.
- 12.3 The District shall provide employees access to professional development regarding culturally competent classroom management, trauma-informed teaching practices, and other research-based best practices, including professional development as recommended by the Professional Development Committee established in Section 29.3, including additional professional development that may be appropriate for specific educators, based on assignment or experience.
- 12.4 At least annually, building staff shall have the opportunity to review building level discipline procedures and determine relevant professional development needs of staff. Using the site-based decision-making process described in Section 67.0, staff may revise the building level discipline procedures as needed. In addition, no employee will be required to implement any specific discipline procedure, including isolation and restraint, without appropriate training.
- 12.5 If an employee is required to attend a guidance team meeting, re-entry meeting, student discipline appeal, or any other meeting related to implementation of student discipline, and such meeting takes place during the teacher's planning time, per diem pay shall be provided for the corresponding amount of planning time lost.
- 12.6 For any discipline referral that results in exclusion as described in Section 12.8 below, employees to whose classroom or caseload the student is assigned will be notified of the referral and any outcome. In cases that result in a long-term suspension or expulsion, administrators will consider any input a teacher has provided explaining the impact of the student on the classroom, including positive

impacts, prior to any meeting or student discipline appeal. Should a student discipline appeal be scheduled, employees shall be notified of the outcome of the appeal.

- 12.7 In instances when a supervisor or other district administrator receives a complaint about the application of classroom management, the employee who is the subject of the complaint shall be advised within five (5) work days of receipt of the complaint. At their discretion, the employee shall be given the opportunity to present their version of the incident, and may also be provided the opportunity to meet with the complainant if a conference is agreed to by all parties.
- 12.8 In alignment with RCW 28A.600.020, any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher/employee's immediate supervision may be excluded by the teacher/employee from their individual classroom and instructional or activity area for all or any portion of the balance of the school day, or up to the following two days, or until the principal or designee and teacher/employee have conferred, whichever occurs first. Except in emergency circumstances (as defined in Section 12.9), the teacher/employee first must attempt one or more alternate forms of corrective action.
- 12.8.1 Alternate forms of corrective action may include but are not limited to: redirection of student by teacher/employee; student reflection activities; teacher/employee directed interventions; contacting parent(s)/guardian(s) via phone, email or notes home; and other strategies developed in alignment with building procedures and best practices.
- 12.8.2 Under OSPI's discipline rules, a classroom exclusion is the exclusion of a student from a classroom or instructional or activity area for behavioral violations (WAC 392-400-025(2)). A classroom exclusion does not include actions that result in missed instruction for a brief duration when:
- a teacher or other school personnel attempts other forms of discipline to support the student in meeting behavioral expectations, and
  - the student remains under the supervision of the teacher or other school personnel during such brief duration.
- 12.8.3 In no event shall an excluded student be returned during the balance of the class or activity period, or up to the following two days, without the consent of the teacher/employee, or until the principal or their designee and the teacher/employee have conferred. "Confer" shall mean that the principal or their designee, and teacher/employee shall meet and discuss appropriate behavioral expectations, as well as probable consequences for future similar infractions. In an effort to engage students in ownership of their classroom behavior, a subsequent meeting may be scheduled with the student and/or student's parent(s)/guardian(s) on mutual agreement. Results of this

meeting shall be documented by the principal or their designee, and provided to the teacher/employee.

- 12.9 A student may be removed immediately from a class, subject or school event by a teacher or authorized personnel without first attempting other forms of discipline if the student's presence poses an immediate and continuing danger to other students or school personnel, or an immediate and continuing threat of material and substantial disruption of the educational process.
- 12.10 When a student is removed for emergency circumstances, the teacher/employee will notify the principal or their designee as soon as reasonably possible. The teacher, principal or another administrator shall be responsible for notifying the student's parents(s)/guardian(s).
- 12.11 In situations where classroom disruption is so severe that a danger to other students or staff exists, the teacher/employee shall determine whether it is safest to remove the individual student creating the disturbance or remove other students for the safety of the students and staff. In instances when individual students or entire classes are removed from the classroom, the teacher, principal or another administrator shall contact the parent(s)/guardian(s) of the student(s) who caused the disruption.
- 12.12 When the District possesses information that a student's history suggests a possible threat to the safety of others, they shall advise employees who work directly with that student. The District shall make every reasonable effort to provide this information prior to the student being placed in the employee's classroom/caseload, but under no circumstances shall this notification occur more than two (2) work days after the student's assignment to the classroom/caseload. Employees shall have access to students' disciplinary records to the extent allowed by law.
- 12.13 If an employee is unable to perform their duties due to an assault or injury caused by a student and sustained in the course of employment, the District shall provide the following:
- Human Resources support in determining the application of and eligibility for benefits (e.g., PFML, Long Term Disability, L&I, etc.)
  - Payment of all out of pocket costs sustained by the employee for mental health counseling related to the assault or injury, for up to one (1) year from the date of the incident.

### **13.0 CERTIFICATED PERSONNEL PROTECTION**

- 13.1 The District shall provide for the defense of a certificated employee in any civil suit wherein the complaint charges the employee with negligence and/or gross negligence (1) in performing or failing to perform their pre-assigned and/or customary duties, or (2) in the performance of any act to protect school property, to prevent injury to persons on school grounds or at school functions, to maintain

student discipline or control on school grounds, or at school functions, or in performing other similar services for the District if the employee acts in good faith and has reasonable grounds to believe that they have authority to act for the District under the particular circumstances.

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

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

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

#### **15.0 PERSONNEL FILE**

- 15.1 No files shall be maintained other than the permanent personnel file, grievance files, investigative files and an administrative working file. Administrative working files shall be purged at the end of each contract year. Only materials in the employee's District personnel file or administrative working file may be used in annual evaluations. Investigative and grievance files shall be kept separately from the employee's District personnel file in a secure location. The existence and contents of grievance files shall not be shared with prospective employers nor with other District administrators reviewing a transfer request. The existence and contents of an investigative file will not be shared with prospective employers nor with District administrators reviewing a transfer request unless the investigation resulted in a finding of misconduct and discipline. Employees shall be notified of the existence of an investigative file which identifies them as the subject of the investigation. The parties presume that an employee who files a grievance is aware that a grievance file is kept in the Human Resources Office. Materials older than three (3) years in an investigative file may only be used by the District to defend itself from grievances, claims or litigation, or to prove progressive discipline or fair notice as described in Section 30.4.3.

- 15.2 Certificated employees shall upon request have the right to inspect the entire contents of their permanent personnel file kept within the District as well as any grievance files or completed investigation files which identify them as the subject



or the grievant. The District shall provide, at the individual employee's request, a copy of the evaluation reports or other supporting documents contained in the files. Employees may submit written comments to be attached to any materials in the files. A certificated employee shall be allowed, when inspecting any of the files identified above, to have the UniServ representative or an officer of the Association present.

- 15.3 Annual evaluations, correspondence, or other communications which refer to the individual's professional competence and performance shall be maintained in the permanent personnel file only with the individual's knowledge of its content. The individual shall have the right to attach their written comments. Prior to placement of any parent, student or staff communication in the permanent personnel file, the administrator and teacher will meet to discuss the validity of the complaints in the communication. A parent, student or staff complaint placed in the personnel file must be put in writing either by the complainant or the administrator investigating the complaint. The identity of any complainant will be shared with the employee prior to taking any disciplinary action or placing any document regarding the complaint in the personnel file. Within ten (10) days of receipt of the complaint, the District will provide as much detail as it can without impairing or compromising the investigation, if any.
- 15.4 The District shall not maintain evidence of unsubstantiated allegations in permanent personnel files. Materials which are derogatory of an employee's performance or conduct shall be removed from the employee's personnel file upon employee request after three (3) years, provided that: (a) the District may continue to maintain records of such materials in investigative files; and (b) in no event shall the District remove substantiated information about verbal or physical abuse, or sexual misconduct that must be retained pursuant to RCW 28A.400.301, regardless of whether such information resulted in the employee leaving their position at the school district.

## 16.0 ACADEMIC FREEDOM

- 16.1 The District and the Association agree to uphold and to adhere to the rights and privileges of academic freedom and acknowledge the fundamental need to protect employees from censorship or restraint which might interfere with their obligation in the performance of their professional duties.
- 16.1.1 Employees shall be guaranteed the right to introduce, present, and discuss controversial material relevant to course content.
- 16.1.2 The protection of academic freedom and the presentation of controversial issues shall be consistent with District policies, State Board regulations, and statutes.

## 17.0 CONTRACT YEAR

- 17.1 Certificated employees' basic contract year shall consist of one hundred and eighty (180) days as long as the State continues to fund employee salaries on a one hundred eighty (180) day base. If the State funds more or fewer days as part of the base salary, each employee's base contract shall revert to the number of days and salary amount funded by the State for these days.
- 17.2 The school calendars for the school years covered by this Agreement shall be attached as appendices to this Agreement and incorporated by this reference. Acknowledging the planning needs of employees and the community, the District shall establish a school year calendar at least eighteen (18) months prior to September 1 of any school year. The adopted calendar shall include a minimum of four (4) calendar components: (a) the first day of school for students; (b) the Winter Break; (c) the Mid-Winter Break, and (d) the Spring Break. In establishing the school year calendar, the District shall use the following parameters:
- 17.2.1 If Labor Day falls on September 1, 2, 3, 4 or 5, the first day of school is the Wednesday following Labor Day (i.e., September 3, 4, 5, 6 or 7). If Labor Day falls on September 6 or 7, the first day of school is the Wednesday before Labor Day (i.e., September 1 or 2).
- The parties agree to waive the agreement above to allow for negotiation of an alternate start date in the 2024-2025 and 2025-2026 school years.
- 17.2.2 Winter Break shall run for ten (10) consecutive week days, with a weekend scheduled both immediately prior to and after the holiday break.
- 17.2.3 Mid-Winter Break shall be the full week inclusive of President's Day in February.
- 17.2.4 Spring Break shall be the full week in April beginning the ninth (9<sup>th</sup>) Monday after President's Day.
- 17.2.5 In addition, the following holidays (or Observed holiday) shall be designated as non-student days on the calendar: Labor Day; Veteran's Day; Thanksgiving and Native American Heritage Day; New Year's Day; Martin Luther King Day; President's Day; Memorial Day; and Juneteenth.
- 17.2.6 Additional calendar components, including, but not limited to the scheduling of early release days and non-student days (including professional learning days), shall continue to be negotiated.
- 17.2.7 A school closure/inclement weather memorandum has been developed by the parties and is included as Appendix U. Either party may request review and potential update of this memorandum on an annual basis.

- 17.3 The school calendar shall include a half-day for staff and students on the day before Thanksgiving and the Friday of March conference week, for elementary staff only. This release time is recognized as a trade for evening parent conferences as described in Section 34.0. For secondary staff, the half-day release on the day before Thanksgiving is recognized as a trade for a second open house/curriculum night.
- 17.4 The school calendar shall include a half-day for students on the last day of school. This release is intended to provide support for staff to complete duties related to the closing of the school year, and is scheduled on the calendar in addition to the non-student work days identified in Section 18.1.
- 17.5 The District may schedule alternative workdays and work calendars for employees by mutual agreement of the employee and the employee's supervisor. The District reserves the right to post new positions with alternative workdays and work calendars that provide the same total amount of supplemental days, preparation time, contact time, and other similar rights.
- 17.6 The District and Association have a shared interest in scheduling time for professional development, collegial work and individual professional activities within the work year calendar. In order to provide support for these activities, the work year calendar will include a weekly early release model. On each week with five (5) full student days, students shall be released on Wednesdays, one hundred (100) minutes before the regular dismissal time. The use of the early release time will be designated on the work year calendar as individual or administrative time as described in subsection 17.6.2 through 17.6.4 below. Buildings may use the site-based decision-making process in Section 67.2 of the CBA to reschedule Individual, Collegial and/or Administrative time without seeking a waiver so long as all members' rights to their negotiated time is protected.
- 17.6.1 If the Director of Teaching and Learning chooses to provide job alike professional development opportunities for certain non-supervisory certificated positions which are unique to a school building, a modified early-release schedule will be presented to SEA for approval, maintaining the total amount of Individual and District time for each employee. Such plans to modify the early release calendar shall be presented no later than March 1 for the subsequent school year.
- 17.6.2 For the 2023-24 and 2024-25 school years, no more than ten (10) of the early release days will be designated as administrative time as defined in Section 18.5. The remaining early release days will be designated as individual time as defined in Section 18.4.
- 17.6.3 For the 2025-26 school year, no more than thirteen (13) of the early release days will be designated as administrative time as defined in Section 18.5. The remaining early release days will be designated as individual time as defined in Section 18.4.

- 17.6.4 For the 2026-27 school year and thereafter, no less than fifty percent (50%) of the early release time will be designated as individual time, as defined in Section 18.4. In such years when an odd number of early release days are calendared, the additional day shall be designated as individual time. The remaining early release days will be designated as administrative time as defined in Section 18.5
- 17.7 The parties have an interest in facilitating part-time staff participation in the activities that occur during this early release time. Part-time employees will work with building administrators to develop work schedules that facilitate equitable opportunities to participate in early release time.
- 17.8 In order to facilitate student orientation, kindergarten teachers will be provided an opportunity to work with a reduced class size on the first day of school, with one half of the class attending school in the morning, and the other half attending in the afternoon. Teachers of kindergarten students in multi-age classrooms at CK8 shall work with their administrator to design an equitable schedule for the first day of school.
- 17.9 The District will work to mitigate the impact of the disruption caused by test administration and will prioritize instructional quality, continuity, and frequency when schedule adjustments are made. In order to facilitate state mandated assessments, the District may identify additional partial student days to meet the requirements of the published state assessment calendar. The District will notify the Association in such cases that the bell schedule is adjusted, and such assessment adjustments shall be identified on a calendar published on the District website.

## **18.0 NON-STUDENT WORK DAYS**

- 18.1 For the 2023-24 and 2024-25 school years, six (6) non-student work days shall be scheduled on each employee work year calendar. In the 2025-26 school year and each school year thereafter, eight (8) mandatory non-student work days shall be scheduled on the employee work calendar. The District and Association will determine the scheduling of the following days on an annual basis:
- a. Two (2) days in the 2023-24 school year; two (2) days in the 2024-25 school years; and three (3) days in the 2025-26 school year and each school year thereafter, scheduled in full or half-day increments, will be designated as administrative time.
  - b. One (1) day in the 2025-26 school year and each school year thereafter, scheduled in full or half-day increments, will be designated as collegial time.
  - c. Two (2) days, scheduled in full or half-day increments, will be designated as individual time.

- d. Two (2) full days will be designated as individual time, and scheduled to support completion of students' semester grades.
- 18.2 The supplemental contract days identified in Section 18.1 above shall be compensated by the TRI schedule identified in Section 61.2.
- 18.3 A part-time employee is expected to work a pro rata share of these days based on the employee's full-time equivalency (FTE). Employees shall sign in at their assigned work locations for that day or document prior supervisor approval for an off-site activity to verify attendance on this day. Leaves for absences on these days will be granted in accordance with leave provisions of this Agreement. The use of these days is described by the sections below.

#### **18.4 Individual Time**

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

#### **18.5 Administrative Time**

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

##### **18.5.1 Principal Time**

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

##### **18.5.2 District Time**

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

## 18.6 Collegial Time

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

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

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

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

## 19.0 CONTRACT DAY

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

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

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

19.3.1 High school certificated staff shall be provided a minimum of 225 minutes each week or a total of 450 minutes over two weeks during the student day for individual preparation.

- 19.3.2 Middle school certificated staff shall be provided a minimum of 225 minutes each week during the student day for individual preparation.
- 19.3.3 All elementary certificated staff will be provided a minimum of forty-five (45) consecutive minutes during the workday four times a week. It is understood that the primary purpose of this time is for individual preparation.
- 19.3.4 In addition, all elementary certificated staff will be provided 165 minutes each week during the student day for individual preparation. Each week, preparation time for classroom teachers shall include:
- a. 60 minutes of PE instruction;
  - b. 60 minutes of General Music instruction; and
  - c. 45 minutes of Library instruction for Grades ADK- Grade 4 and Split Grade 4/5 classes.
  - d. For Grade 5 only, no less than 45 minutes of Instrumental Music Instruction. To provide uninterrupted planning time, release time shall be provided to teachers once weekly, and instruction to students twice per week. Teachers shall be required to alternate supervision of students who may choose to opt out of Instrumental Music, with each teacher required to supervise no more than one session per week. In such instances as there are no students who opt out of Instrumental Music, the full amount of the release time provided by Instrumental Music shall be considered planning time.
  - e. Each section of PE, Music or Library instruction shall be a minimum of thirty (30) minutes in length. All Specialists shall build this release time into their work schedule in accordance with Section 19.3.5. Administrators will ensure that Grade 5 classroom teachers will release each other to provide the ninety (90) minutes of planning time during Instrumental Music. Grade 5 teachers will continue to arrange Library sessions with the Librarian.
- 19.3.5 The District acknowledges the right of specialists and non-classroom teachers to schedule planning time flexibly within their work week.
- 19.3.6 A 1.0 FTE librarian will be assigned to each elementary school. Embedded in the instruction offered while providing the individual preparation time as described in Section 19.3.4.c, elementary librarians will teach information literacy. For such librarians, at least 900 minutes per week within the student day, inclusive of the 100 minutes of student release time provided on Early Release Wednesdays, shall not be used to provide release time to other elementary certificated staff. These 900 minutes shall be used to plan, collaborate with other staff, provide open library time, manage the library

facility, maintain the circulation system, support the implementation of information technology in the school building, and, on Early Release Wednesdays only, participate in professional development activities. Elementary librarians will be provided a daily period of at least forty-five (45) consecutive minutes for preparation/conferences within their 900 minutes per week designated for planning, collaboration, open library time and library management.

19.3.7 Buildings may adjust the building schedule to achieve planning time over a two-week period when modified using the decision-making process in Section 67.0. Before adopting such a schedule, staff and administrators must consider the effect of the change on specialists and Section 35.4.

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

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

- a. During conference weeks, when schedules are potentially already modified, those staff members who incur a larger proportionate loss of planning time over the year shall be provided priority scheduling, and if possible, an additional section of planning time.
- b. Building staffs shall be encouraged to rotate specialist schedules from one year to another in such a manner as to provide equity.
- c. Additional remedies as agreed by the building principal and the affected employee.

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

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



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

**19.7 Secondary Zero Period**

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

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

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

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

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

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

**20.0 LEAVE REPLACEMENT CONTRACTS**

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

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

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

- 20.4 The District may choose to convert any highly qualified employee on a leave replacement (limited term) contract to a provisional contract status if all of the following conditions are met:
- 20.4.1 No current school employee on a continuing contract or any employee returning from an approved leave of absence is being displaced by the conversion of the leave replacement (limited term) contract employee.
  - 20.4.2 The employee is being placed into a provisional contract position within the same school(s) where the employee has been assigned as a leave replacement (limited term) employee.
  - 20.4.3 Input has been provided by building staff members in the SEA bargaining unit through staff participation in the interview process prior to the employee's hire on a leave replacement (limited term) contract. For an employee hired without building staff participation in the interview process, the principal will solicit input from the certificated building staff members in the same grade level for elementary positions or department for secondary positions.
  - 20.4.4 For purposes of this particular section, SEA and the District agree to waive Section 26.2.6 and Section 21.0 when converting a leave replacement (limited term) contract to a provisional contract status.
  - 20.4.5 The District shall utilize conversion of leave replacement contracts to provisional contracts as one of the tools available to increase BIPOC staffing.
- 20.5 Each leave replacement (limited term) employee will receive notice by March 31 as to whether or not their contract has been converted to provisional status or retained for an additional year on leave replacement (limited term) status, provided that the employee has worked at least ninety (90) days in the school year as of March 31. Those leave replacement (limited term) employees who have worked less than ninety (90) days by March 31 will receive notification of their future contract status by May 15.
- 20.6 Leave replacement (limited term) employees who receive a satisfactory evaluation and have not been converted to provisional contract status or retained for an additional year on leave replacement (limited term) status will automatically be placed in the pool of screened applicants for purposes of consideration and interview by other administrators. While no additional application forms or screening interviews will be required, leave replacement (limited term) employees are encouraged to update their application file. Unsuccessful applicants may request an exit interview to discuss future career growth.
- 20.7 Performance concerns must be documented in writing (memo, observations, and/or evaluation summary) to any leave replacement (limited term) employee who receives an unsatisfactory evaluation.

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

## **21.0 HUMAN RESOURCES AND HIRING PRACTICES**

- 21.1 The District recognizes the importance of hiring high quality certificated personnel for our schools and the importance of staff involvement in the selection process. SEA and the district share an interest in hiring and retaining staff that reflect the diversity of our students and community.
- 21.2 All SEA represented positions shall be defined in a district job description jointly approved by the District and Association.
- 21.3 Current part-time employees may be offered an increase in their FTE of up to 0.2 FTE without an interview, at the District's discretion.
- 21.4 Each year the Human Resources administrator will assess District staffing needs and consult with the administrator(s) responsible for equity and family engagement, District administrators, and the SEA President on the anticipated areas of critical staffing need. Critical staffing needs shall be defined as those positions in which there is anticipated to be a significant shortage of quality staff, including linguistically diverse, BIPOC, LGBTQ+, and those who have been historically underrepresented among Certificated Instructional staff, and those which address Board/Superintendent priorities. In the areas of mutually agreed critical need, an exception to the District's normal hiring practices guidelines shall be granted to allow the Human Resources administrator or their designee to offer conditional contracts, while in recruitment venues, for the purpose of securing high quality staff to fill District critical staffing needs. Such exceptions to the District's hiring practices shall not exceed 10% of the total open positions annually as projected and provided to the SEA President by April 15, June 30 and August 15.
- 21.5 Staff will have influence in the selection of personnel who will be working in their school. Each worksite administrator and/or school principal will work cooperatively with their staff to determine staff representation in the selection process. When selecting specialists, e.g., music, counselors, SLP, School Psychologists, TOSAs etc., every effort will be made to include a building-based representative from that discipline in the selection process. The representative from the specialty discipline is invited to participate in the selection process for the purpose of sharing their technical expertise. To assist work sites and schools, the District will solicit a pool of volunteer specialists, by discipline, who will serve as needed in the selection process. Worksites and schools are also advised to ensure that they have staff representatives identified who are willing to serve in the selection process during summer months or other vacation periods.
- 21.6 The District may seek to fill more than one of the same position (e.g., counselors, Title/LAP, same endorsement, etc.) through a single hiring process, which shall be

known as a pool hiring process. In such cases, the number of vacancies shall be determined in advance, and candidates shall be interviewed by a common interview team with representatives from each of the prospective job sites who shall work together to offer positions to qualified applicants. Should the common interview team develop a consensus or majority opinion that there are not sufficient qualified candidates, either an additional pool hiring process or an individual building or job-site hiring process shall be initiated.

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

### **21.8 Early Notification Incentive**

This Section 21.8 shall be suspended for the 2023-24 and 2024-25 school years and shall resume in the 2025-26 school year unless otherwise amended by mutual agreement. The District shall offer a one-time stipend of \$2,000, pro-rated by FTE, to any employee with a continuing contract who submits written notice of separation from the District effective the subsequent school year, so long as such notice is provided by 5:00pm on February 1. Payment shall be made on the June warrant. In the event the District has negotiated an alternative settlement agreement, there shall be no obligation to pay the early notification incentive.

### **21.9 New School or Program Opening**

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

21.9.2 SEA and the District will meet with the administrator of the new school to determine the composition and selection process for a core team of SEA members to assist the administrator in the hiring process of non-supervisory certificated staff for the new school. In addition to serving as a hiring team for the new building, the duties of the core team and an appropriate level of compensation for those duties will also be determined by SEA and the District.

21.9.3 A core team will be selected following the process in 21.9.2, above.

21.9.4 The District shall establish a transfer window for all interested internal candidates to apply for a voluntary transfer to the new school, for reassignment beginning in the year the school or program opens.

21.9.5 Based on preliminary staffing projections, positions 0.6 FTE or greater will be posted and internal voluntary transfers will be sought.

21.9.6 Hiring of internal candidates will be considered a voluntary transfer and will take place according to the voluntary transfer language in Section 26.0, with the exception that the transfer window shall apply to internal candidates and be completed prior to hiring external candidates.

21.9.7 The staffing process above shall be completed prior to commencement of the annual staffing process and determination of any staffing overages which would trigger Section 25.0 (District Initiated and Involuntary Transfers).

21.11 The District shall develop and publish a protocol to address the need(s) for student supervision in cases of incidental or emergency absences.

### **21.12 Unfilled Vacant Position(s)**

No staff member shall be required to take on the assignment or caseload of a vacant position. When a position cannot be filled, the District will first offer the workload of a vacant position to current staff, assigned as additional FTE or in the form of a supplemental contract. If no current staff are available, the District will next seek a substitute or contracted service provider.

### **21.13 New Employees**

Each new employee hired in the Shoreline School District will be provided a minimum of one additional work day, paid at the per diem rate of pay and scheduled no later than 30 days from their first base contract day.

In order to design mutually agreed new employee support, the parties will work together in the 2024-2025 school year to create an orientation plan that will offer one to three days more than the negotiated work year, paid at the per diem rate of pay, for negotiation into the successor agreement.

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

## **22.0 EQUITY**

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

school year, the SEA President shall appoint up to five representatives to the committee to ensure Association representation and participation in the work.

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

## **23.0 SHARED CONTRACT**

23.1 Shared contracts are defined as 1.0 elementary positions with two certificated employees assigned to one position. Shared contracts may occur either as a result of District staffing or when a written staff proposal has been approved. The responsibilities of a shared contract assignment shall be divided according to a plan developed by employees and approved by the District. Beginning with the 2023-24 school year, new shared contracts are limited to one of the two employees maintaining no more than a .4 FTE share of the 1.0 position.

23.2 Certificated employees sharing a full-time contracted position shall receive pro-rated leave benefits consistent with their individual FTE and shall receive health insurance benefits in accordance with SEBB rules.

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

23.4 Shared contract employees with an FTE greater than .42 may substitute for their shared contract partner at the substitute rate of pay. The District shall inform shared contract employees of any limitations on their eligibility to work as a substitute.

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

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

## **24.0 DISTRICT ASSIGNMENTS – NEWLY ELECTED**

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

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

## 25.0 DISTRICT-INITIATED AND INVOLUNTARY TRANSFERS

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

### 25.1 Changes in Staffing or Program Requirements

- 25.1.1 In the event of a need for transfer of certificated staff due to a change in staffing or program requirements, notification shall be made by the District to the building administration. When staffing needs are known in a specific program(s) area(s), certificated staff shall then be notified by Human Resources and requested to volunteer for consideration for transfer. If there is more than one volunteer, they shall be interviewed by the receiving building administrator, or in the case of non-classroom teachers, by the program administrator, when specific staffing and program needs are known, in order to make recommendations to Human resources regarding final assignments.
- 25.1.2 In the event that no certificated staff volunteers and/or the individual lacks specific qualifications for transfer, the building administration shall recommend to the designated District administrator an individual(s) to be considered for transfer.
- 25.1.3 Except for the problem-solving processes in Section 25.2 and 25.3, no employee shall be involuntarily transferred or reassigned after the first seven days of school, on in the case of secondary semester-long classes, after the first seven days of the semester.
- 25.1.4 Certificated staff who are subject to transfer due to District needs shall be transferred prior to implementation of employee requested assignments. Should there be an open position prior to the first day of school in a building from which an employee is involuntarily transferred, that employee shall have first right of refusal for the open position, prior to the District opening the position to internal or external applicants. If there are more employees involuntarily transferred than open positions available, the employee(s) who had previously worked in the building longer shall be offered the right of first refusal.
- 25.1.5 Certificated staff being transferred shall be notified in writing at the earliest possible time prior to the effective date of the transfer. In cases of involuntary transfer, the certificated employee shall receive immediate written notification from the District stating the specific reasons for transfer. Certificated staff transferred after school commences shall be provided with an amount of time for moving as mutually determined by the certificated employee and the District. The District shall provide moving assistance when requested by the certificated employee.

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

## **25.2 Problem-Solving**

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

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

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

## **25.3 Additional Staffing-Related Special Problem-Solving**

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

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

## **25.4 School or Program Closure, District-Initiated Moves, and Involuntary Transfers**

25.4.1 In the event of school or program closure, certificated employees from the closed building or program shall be offered a like position as vacancies occur in seniority order until a position has been accepted. For classroom teachers “like position” is defined as in the same grade band, i.e., K-2, 3-5, 6-8, 9-12, with every effort made to offer teachers placement at the same



grade level as the current assignment. All current employees shall be assigned before any external hiring takes place. Other involuntary transfers shall be given first consideration for a placement in a like position.

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

## **26.0 EMPLOYEE REQUESTED TRANSFERS**

- 26.1 Employee requested transfers shall mean any change from a current building assignment to an assignment in a different building as a result of application by the employee.
- 26.2 Announcements of new and/or vacated certificated staff positions shall be made by the Human Resources Office. Position announcements will be posted electronically for all individual staff to read on the District website. A vacancy will be considered to exist whenever an employee resigns, retires, dies, is transferred, reassigned, or takes a long term leave, and the District intends to place a contracted employee in the vacated position. Certificated staff members who are eligible (certificated and qualified) and who apply shall be given first consideration over employees on leave replacement contracts and new applicants in accordance with the following procedures:
- 26.2.1 When announcing a new/vacated position, the Human Resources Office shall include a timeline for application and selection. Posting and updating shall be maintained in the Human Resources Office throughout the year and in each building during the regular school year.
- 26.2.2 Applicants shall notify the Human Resources Office of their interest in a specific vacant position within the posted timeline for application for transfer.
- 26.2.3 Qualified applicants with provisional and regular continuing contracts from the District shall be guaranteed an interview with the building/department interview team and notified by the Human Resources Office of an interview appointment. Qualified applicants are those employees with satisfactory evaluations and appropriate state certificates and endorsements.

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

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

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

## **27.0 REASSIGNMENT FROM SPECIAL PROGRAMS**

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

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

## **28.0 EVALUATION OF CLASSROOM TEACHERS**

### **28.1 Overview**

The provisions of this Article 28 replace the provisions of Article 29 for classroom teachers. All other non-supervisory certificated employees (e.g., ESAs, TOSAs, Instructional Coaches and Librarians) shall continue to be evaluated under the provisions of Article 29.

### **28.2 Framework**

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

### **28.3 Classroom Teacher**

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

### **28.4 Evaluators**

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

### **28.5 Forms**

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

### **28.6 Evaluation Cycle**

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

28.6.1 A comprehensive evaluation must be completed for:

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

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

28.6.3 A classroom teacher may be transferred from a focused evaluation to a comprehensive evaluation at the request of the teacher, or at the direction of the teacher's evaluator. Such request or direction must be received prior to the Progress Review described in Section 28.10. When the evaluator directs a transfer from a focused evaluation to a comprehensive evaluation, the teacher shall be provided written notice which includes a rationale for the decision. A mid-year transfer from focused to comprehensive evaluation

must take place prior to December 15. When a teacher is transferred from a focused evaluation to a comprehensive evaluation, all of the procedures of the comprehensive evaluation must be completed. A list of all teachers who have been transferred from a focused to a comprehensive evaluation mid-year will be provided to the Association no later than January 15.

## **28.7 Goal Setting**

28.7.1 In the comprehensive evaluation system teachers will write:

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

28.7.2 In the focused evaluation system teachers will self-select and write one student growth goal chosen as follows:

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

### **28.7.3 Self-Assessment and Professional Growth Activities**

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

### **28.7.4 Student Growth Goal**

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

28.7.5 Student growth data will be taken from multiple sources identified by the teacher, and must be appropriate and relevant to the teacher's assignment.

Student growth data may include formative and summative assessment data. Student achievement data used to calculate a teacher's student growth criterion score must measure growth between two points in time during which the teacher is instructing the same class of students or subgroup of students.

#### **28.7.6 Goal Setting Conference**

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

### **28.8 Comprehensive Evaluation: Evidence Collection Throughout the Year**

- 28.8.1 If both the teacher and evaluator agree on the score for a component, no additional evidence is required to be submitted for that component. If there is a disagreement, it is the responsibility of the teacher or evaluator to provide evidence to modify the component rating.
- 28.8.2 Throughout the school year, both the teacher and the evaluator may contribute evidence to the overall assessment of professional performance in all four Domains of the Danielson Framework. Evidence is observed practice, products or results of the teacher's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. Such evidence may include compensated or volunteer coaching or leadership assignments across the district. Artifacts should be produced or result from the normal and actual course of professional performance. A lack of evidence for Domain 2d: Managing Student Behavior shall be scored as proficient.
- 28.8.3 An accurate evaluation requires that corroborated and authentic evidence reflecting upon performance be used in the evaluation of the employee. For the purposes of professional growth, fairness requires that employees be made aware, in a timely manner, of the evidence that will be used in their evaluation. Therefore, when an evaluator obtains evidence of which the teacher would otherwise not be aware and which may indicate a performance deficiency, the teacher shall be notified about the information within ten (10) days of its receipt. If any deficiencies are noted, the supervisor shall offer timely feedback and resources to promote professional growth. A conference shall take place if either party requests it, to discuss evidence and opportunities for growth.

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

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

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

## **28.9 Comprehensive Evaluation: Observations**

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

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

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

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

28.9.1.4 For teachers participating in a comprehensive evaluation, at least one of the observations must be scheduled in advance with the teacher using the full five-step observation cycle described in 28.9.2 below.

28.9.1.5 For provisional teachers, the first of the observations, and at least two of the observations, must be scheduled in advance with the teacher using the full five-step observation cycle described in 28.9.2 below.

28.9.2 Scheduled observations shall include:

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

- d. Completion of post-conference questions (teacher reflection and self-assessment); and
- e. A post-observation collaborative conference.

### **28.9.3 Scheduled Observation Timelines**

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

### **28.9.4 Post-Observation Conference**

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

### **28.9.5 Other Observations**

Evidence also may be gathered from unscheduled observations and observation of collegial work happening in the building. Such observations may include, but are not required to include, all steps of the five-step observation cycle described in 28.9.2, although pre-observation questions shall not be required without a pre-observation conference, and post-observation questions shall not be required without a post-observation conference.

## **28.10 Comprehensive Evaluation: Progress Review**

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

## **28.11 Comprehensive Evaluation: Student Growth Conference**

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

## 28.12 Comprehensive Evaluation: Summative Conference and Criterion Rating

An annual evaluation conference shall be completed at least two weeks prior to the end of each school year. At the conference, each criterion shall be rated collaboratively based on the components in that criterion using a preponderance of the evidence. This analysis will be based on a holistic assessment of the teacher's performance and each component shall have the same relative weight as other components within the same criteria. If there is a dispute between the evaluator and the employee regarding the rating, the parties shall have an opportunity to submit additional evidence. The final decision is the responsibility of the evaluator. For additional scoring resources, see Appendix J-5, Teacher Evaluation: How to Score. If edits are made to the video referenced above, both parties will approve those edits prior to the link being updated as Appendix J-5.

## 28.13 Comprehensive Evaluation: Overall Summative Performance Rating

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

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

## 28.14 Comprehensive Evaluation: Student Growth Measures

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

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

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

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



- 28.14.3 If a teacher receives a Low student growth score, the teacher and evaluator will mutually agree to engage in one of the student growth inquiries required by law (WAC 392-191A-100).
- 28.14.4 The evaluations of certificated classroom teachers with a preliminary rating of Unsatisfactory and High student growth will be reviewed by the evaluator's supervisor.

### **28.15 Comprehensive Evaluation: Final Report**

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

### **28.16 Focused Evaluation**

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

- a. Self-Assessment: The same as Section 28.7.3
- b. Goal Setting: The same as Section 28.7 except if criterion 3, 6 or 8 is selected for the focused evaluation, the teacher shall set a student growth goal for SG-3.1, SG-6.1 or SG-8.1 respectively. If criterion 1, 2, 4, 5, or 7 is selected, the teacher shall choose to set a goal for SG-3.1 or SG-6.1.
- c. Goal Setting Conference: The same as Section 28.7.6.

- d. Evidence Collection Throughout the Year: The same as Section 28.8.
- e. Observations: The same as Section 28.9 except a scheduled observation with the full five-step cycle is not required.
- f. Progress Review: The same as Section 28.10.
- g. Student Growth Conference: The same as Section 28.11.
- h. Summative Evaluation Conference and Criterion Rating: The same as Section 28.12.
- i. Overall Summative Performance Rating: A summative score is assigned using the summative score from the most recent comprehensive evaluation. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a Distinguished score may be earned.
- j. Student Growth Measures: The same as Section 28.14 except:
  - i. The focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6 or 8 are selected, evaluators will use those student growth rubrics. If criterion 1, 2, 4, 5, or 7 is selected, evaluators will use criterion 3 or 6 student growth rubrics, as selected by the teacher.
  - ii. If a teacher receives a student growth score of “1” in any of the rubric rows, the teacher and evaluator will mutually agree to engage in one of the student growth inquiries required by law (WAC 392-191A-100).
- k. Final Report: The same as Section 28.15 except a separate student growth score is not recorded.

### **28.17 Provisional Employees**

Provisional employees shall be notified of any known deficiencies that could affect their continued employment at the Progress Review. The intent of such notice is to provide ample time for the employee to improve their performance. The District's decision to non-renew provisional employees shall be in accordance with RCW 28A.405.220. Provisional employees shall not have recourse through the arbitration provision (Section 41.5) to contest the District's decision.

Each year, Human Resources shall forward to the superintendent a list of provisional employees who have received one of the top two evaluation ratings during the second year of employment. The superintendent may remove these

employees from provisional status, and no later than June 30 of each year, the District shall provide a list to the Association of all employees who have been removed from provisional status.

### **28.18 Voluntary Plan of Assistance**

If statutory timelines permit, a voluntary plan of assistance can be developed with the employee. The employee will be afforded the opportunity to participate in the development of the Plan of Improvement (Appendix J-2). This process is for assistance, not probation. A voluntary plan of assistance will include areas identified as needing improvement, a timeline for improvement, resources to be provided to assist the employee and a method for assessing progress toward improvement. The presence or absence of a plan of assistance shall not interfere with or prevent the District from placing an employee on probation under statutory procedures.

### **28.19 Teachers with a Basic Rating**

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

- a. Opportunities to observe proficient/distinguished teachers based on areas of needed growth.
- b. One-on-one time with instructional TOSA to talk about instructional strategies for that content area, if applicable.
- c. Expert teacher to model proficient/distinguished instruction in areas of growth in struggling teacher's classroom.
- d. Professional development.
- e. Non-evaluative administrator to observe and provide feedback.
- f. Colleague/TOSA/non-evaluative administrator to provide a structured opportunity for struggling teacher to self-assess.
- g. Assignment of a mentor teacher, as provided in Section 63.6, no later than two weeks after completion of the first scheduled observation cycle.
- h. Up to two (2) days of release time in addition to the resource identified in Section 32.1, for release of the teacher with the "Basic" rating to observe, debrief and reflect with other identified teachers with expertise. Priority should be given to observation of colleagues who have been identified as "Proficient" or "Distinguished" in growth areas for the teacher with the "Basic" rating.

- i. TeachScape, or other substantive training as mutually agreed by the District and the Association, on the Danielson Framework.

No teacher with a “Basic” rating shall be required to accept resources from the list (a-i) above. When offered the supports above, each teacher shall sign the Non-Supervisory Certificated Staff – Evaluation Support Form, indicating awareness of the support options and documenting which options they accept. Evaluators shall not reduce any score of a teacher with a “Basic” rating solely due to the refusal of any of the resources above.

### **28.20 Designation of a Second Evaluator**

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

### **28.21 Probation**

Provisions for probation shall continue to be in accordance with Section 29.8 and Article 31 of the SEA collective bargaining agreement. Under RCW 28A.405.100, the following summative evaluation performance ratings mean a classroom teacher’s work is not judged satisfactory and will result in probation:

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

### **28.22 Notification of Probationary Status**

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

### **28.23 Probationary Plan**

The probationary plan shall commence after October 15. Probationary plans will address areas of growth relative to the Danielson framework. Such plans shall clearly indicate the necessary progress required for the teacher to be removed from the probationary plan, and how success will be measured. Any teacher on a probationary plan who is assigned a proficient summative score shall be removed

from the plan. For teachers with five years or less experience, removal from the probationary plan may be triggered by achievement of a “Basic” rating.

#### **28.24 Timelines**

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

#### **28.25 Privacy**

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

### **29.0 EVALUATION OF NON-CLASSROOM TEACHERS/EDUCATORS**

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

#### **29.2 Types of Evaluations**

##### **29.2.1 Long Form (Performance Cycle)**

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

- a. A beginning employee for four (4) consecutive years.
- b. An experienced employee new to the District (with at least three prior consecutive years of satisfactory evaluations) for their first two years of employment.
- c. An experienced District employee once every four years.
- d. An experienced District employee who chooses the Performance Cycle.
- e. An employee in the Growth Cycle who is assessed to have performance difficulties.

##### **29.2.2 Personal Professional Growth Option (PPG - Growth Cycle)**

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

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

### **29.3 Criteria For Evaluation**

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

#### **29.3.1 Evaluation Criteria**

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

#### **29.3.2 Evaluation Criteria for Certificated Support Staff (ESA certificated)**

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

- g. Efforts toward Improvement when needed

## **29.4 Evaluator(s)**

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

### **29.4.2 Contributing Evaluators**

For some positions such as Special Education teachers, administrators from Special Programs may also observe the employee and submit a contributing observation report to the evaluator. This does not, however, relieve the administrator of the primary responsibility for the evaluation.

29.4.3 No certificated employee who is a member of the bargaining unit shall be responsible for the formal summative evaluation of other members of the bargaining unit but may assist at the request of the principal/administrator in the process of evaluation of paraeducators and classified student supervisors.

## **29.5 Evaluative Data/Information not Based on Direct Observation by Evaluator**

29.5.1 Data/information not originating through direct observation shall be provided to the employee in writing, and must comply with Article 15 of the SEA agreement. If the information is derogatory, there will be a meeting within ten (10) workdays of the identification of the data/information of the employee, the evaluator, and an Association representative, if requested by the employee, to discuss the information. The meeting will be summarized on a Performance Cycle Report form, with a copy provided to the employee within ten (10) days of the conference. Timelines can be extended by agreement.

29.5.2 No certificated employee who is a member of the bargaining unit shall be responsible for the formal summative evaluation of other members of the bargaining unit but may assist at the request of the principal/administrator in the process of evaluation of paraeducators and classified student supervisors.

## **29.6 Performance Cycle Process And Requirements**

### **29.6.1 Orientation Conference**

Prior to October 1, the evaluator will meet (in appropriate groups) with all of their staff on the Performance Cycle to discuss the process and evaluative

criteria of the performance cycle including the right to request representation at any step in the process.

### **29.6.2 First Required Observation**

The first observation will be for one (1) class period of not less than thirty (30) minutes in length and must comply with the following procedural requirements:

- a. The first observation must occur within the first 90 calendar days of the student year for staff during their first two years in Washington State and for all staff during their first year with the District. For all others, the first observation must occur within the first 120 calendar days of the student year.
- b. The first observation will be scheduled and preceded by a pre-observation conference.
- c. The observation will be at least 30 minutes or one period in length.
- d. The observation will be documented on a Performance Cycle Observation Report form using either Appendix I-1 Non-Classroom Teacher Observation Form or Appendix I-2 Non-Classroom Teacher Observation Form-Expanded (optional). For staff with an ESA certificate (educational support) use Appendix I-3 ESA Observation Form.
- e. Notes that include classroom interactions between teacher and students will be included on the observation forms or attached.
- f. The observation will be followed by a post-conference within 10 days of the observation. At the post-conference, the Observation Report form will be discussed, supplemented if appropriate, and signed. The staff member will receive a copy of the Observation Report form, together with evaluator's notes and any relevant memos will be attached.
- g. If performance deficiencies were observed, the evaluator will provide a written summary of the post-observation conference to the employee within ten (10) workdays of the post-observation conference.
- h. Signature does not imply agreement, and the employee has the right to submit a written rebuttal.



### 29.6.3 Second Required Observation

The second observation will be for one (1) class period of not less than thirty (30) minutes in length and must comply with the following procedural requirements:

- a. The second observation may be scheduled or unscheduled.
- b. If scheduled, the second observation must be preceded with a pre-observation conference.
- c. The observation will be documented on Performance Cycle Observation Report form, using either Appendix I-1 Non-Classroom Teacher Observation Form or Appendix I-2 Non-Classroom Teacher Observation Form-Expanded (optional). For staff with an ESA certificate, use Appendix I-3 ESA Observation Form.
- d. Notes, which include classroom interactions between teacher and students, will be included on the Performance Cycle Observation Report form or attached.
- e. The observation will be followed by a post-observation conference within 10 days of the observation. Again, the Observation Report form will be reviewed and signed. The staff member will receive a copy of the Observation Report form, with any notes or relevant memos attached.
- f. If performance deficiencies were observed, the evaluator will provide a written summary of the post-observation conference to the employee within ten (10) workdays of the post-observation conference.
- g. Signature does not imply agreement, and the employee has the right to submit a written rebuttal.

### 29.6.4 Annual Performance Summary

Each employee on the Performance Cycle will receive a written Annual Performance Summary on or before June 1 of each year. The purpose of the Annual Performance Summary is to (a) document that an employee has met the Evaluative Criteria, or (b) document performance concerns and communicate that information to the employee. The Annual Performance Summary must comply with the following procedural requirements:

- a. A year-end summary will be written by the evaluator using Appendix I-4-Non-Classroom Teacher Annual Performance Summary.

- b. The evaluator is requested to rate the employee as "Satisfactory" or "Unsatisfactory."
- c. Upon request, the employee may be accompanied by an Association representative at any stage of the process.
- d. All Observation Report forms will be attached to the Annual Performance Summary form.
- e. The evaluator shall discuss with the employee the information included in the Annual Performance Summary form.
- f. The employee will review the evaluation and sign a copy of the completed form within five (5) days.
- g. The signature of the certificated employee does not necessarily imply that the employee agrees with the content of the evaluation. The signed copy will be included in the employee's Personnel File.
- h. A rebuttal statement prepared by the employee can be submitted to Human Resources within sixty (60) days of receiving the evaluation. The rebuttal will be attached to the evaluation in the employee's personnel file.

## **29.7 Personal Professional Growth (PPG) Cycle – Process And Requirements**

### **29.7.1 Eligibility**

Participation in the Personal Professional Growth Cycle (PPG/Pro-Growth cycle) is voluntary for the following employees:

- a. For employees at the beginning of their certificated career, four (4) consecutive years of "Satisfactory" evaluations on the performance cycle are required to be eligible for Pro-Growth.
- b. For experienced employees who are new to Shoreline, two (2) consecutive years of "Satisfactory" evaluations under a Performance Cycle as a Shoreline employee, are required to be eligible for Pro-Growth.
- c. For eligible employees, the Personal Professional Growth program is available for up to three (3) years out of every four (4) years. On the fourth year of the cycle, the employee returns to the Performance Cycle.
- d. The number of employees who may choose to go into Personal Professional Growth Cycle is limited to 1/3 of the certificated staff at each site per year.

## **29.7.2 Training for Personal Professional Growth (PPG) Cycle Participants**

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

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

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

## **29.7.3 Design of Personal Professional Growth Plan**

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

- a. A statement of the goal
- b. An outline of the plan to accomplish the goal
- c. A list of persons to be involved (if any)
- d. Resources needed
- e. Timeline
- f. Planning Worksheet (Appendix J-3)

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

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

29.7.3.3 No later than October 10th of the first year, the principal/supervisor will meet with the employee to discuss the initial Personal Professional Growth Plan and how it supports

student learning. The principal/supervisor will review the Personal Professional Growth Plan and make any recommendations that will be of assistance to the employee. The employee has the right to accept or reject the suggestion(s). The employee will record the final plan on the Planning Work Sheet (Appendix J-3). This meeting will be documented on Appendix I-5-Personal Professional Growth (PPG) Cycle Record.

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

#### **29.7.4 Implementation of the Personal Professional Growth Program**

- 29.7.4.1 To achieve the employee's Personal Professional goals, the employee shall have the opportunity to experiment, research, or explore new directions in a supportive environment. Risk-taking and collaborative interaction in an atmosphere of trust and respect are encouraged.
- 29.7.4.2 Each employee on this option is expected to pursue the Personal Professional Growth Plan as outlined with modifications if necessary.
- 29.7.4.3 The employee is responsible for evaluating his/her progress towards the goal(s).
- 29.7.4.4 Prior to March 1 of each year, the principal/supervisor will meet with the employee to discuss progress made toward achieving the established Plan. This will be informational, not evaluative. This meeting will be documented on Appendix I-5-Personal Professional Growth (PPG) Cycle Record.
- 29.7.4.5 By June 1, the employee will self-evaluate the Personal Professional Growth Plan and the principal/supervisor will meet with the employee to discuss progress made towards attainment of the Plan goals. This meeting will be documented on Appendix I-5-Personal Professional Growth (PPG) Cycle Record.
- 29.7.4.6 The Personal Professional Growth Plan and any materials/information resulting from the Plan shall not be retained in the employee's personnel file or used in any evaluation. Records, data, portfolios and other materials resulting from the development and implementation of the plan are the sole property of the employee. Employees may request that a copy of their PPG plan be placed in their personnel file.

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

### **29.7.5 Observation and Evaluation – Personal Professional Growth Cycle**

- 29.7.5.1 Thirty (30) minutes of observation shall be required each year. The thirty (30) minutes of required observation may be non-continuous.
- 29.7.5.2 By June 1 of each year, the employee shall meet with their evaluator to sign Appendix I-5-Personal Professional Growth (PPG) Cycle Record.

### **29.7.6 Return to Performance Cycle**

- 29.7.6.1 An employee on the Growth Cycle for three (3) consecutive years will automatically be returned to the Performance Cycle on the fourth (4) year.
- 29.7.6.2 An employee may also be returned to the Performance Cycle if the supervisor believes that the employee is experiencing difficulties in the performance of their professional responsibilities. In this situation, the supervisor and employee are expected to meet about the performance concerns. Upon request, the employee may be accompanied by an Association representative at the meeting. A summary of the meeting will be provided by the supervisor to the employee within ten (10) working days after the meeting. Within thirty (30) days of the meeting, the supervisor will notify the employee regarding whether the concern has been resolved to the supervisor's satisfaction or not. If the concern has not been satisfactorily resolved, the employee will be returned to the Performance Cycle.
- 29.7.6.3 If a staff member does not attend the initial PPG meeting referenced in Section 29.7.3.3, they must wait until the following year to participate in the PPG cycle. If a staff member refuses to attend subsequent PPG meetings referenced in Section 29.7.4.4 and 29.7.4.5, they will be returned to the Performance evaluation cycle the following year. Exceptions for extenuating circumstances shall be granted by mutual agreement of the District's professional development administrator and the SEA President.

## **29.8 Intervention and Assistance**

Successful implementation of the evaluation procedure depends upon candid, specific oral and written communication between the principal/supervisor and the

employee. Likewise, the employee may initiate the discussion. The employee has the right to be represented by an Association representative at any stage of the evaluation process.

### **29.8.1 Meetings to Discuss Performance Concerns**

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

### **29.8.2 Provisional Employees**

Provisional employees shall be notified of any deficiencies that could affect their continued employment on or before February 1 of a contract year. The intent of such notice is to provide ample time for the employee to improve their performance. Any employee receiving such notice shall be provided a written Appendix J-2-Voluntary Plan of Assistance which shall include specific, reasonable, written recommendations for improvement and shall include resources to implement the recommendation(s). The District's decision to non-renew provisional employees shall be in accordance with RCW 28A.405.220. Provisional employees shall not have recourse through the arbitration provision (Section 41.5) to contest the District's decision.

### **29.8.3 Voluntary Plan of Assistance**

If statutory timelines permit, a voluntary plan of assistance can be developed with the employee. The employee will be afforded the opportunity to participate in the development of the Appendix J-2-Voluntary Plan of Assistance. This process is for assistance, not probation. A voluntary plan of assistance will include areas identified as needing improvement, a timeline for improvement, resources to be provided to assist the employee and a method for assessing progress toward improvement. The presence or absence of a plan of assistance shall not interfere with or prevent the District from placing an employee on probation under statutory procedures.

### **29.8.4 Designation of a Second Evaluator**

If the employee does not agree that he/she is experiencing performance difficulties, either the employee or the supervisor may, in consultation with

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

### **29.8.5 Probation**

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

## **30.0 DUE PROCESS AND DISCIPLINE**

30.1 When there are allegations of employee misconduct, the District will investigate to determine the facts and take action consistent with the due process standards and protections described below. Throughout the process, the employee accused of misconduct and any person making allegations will be treated with discretion, impartiality, and respect for their fundamental human dignity.

### **30.2 Investigations**

30.2.1 When allegations are received that rise to the level of possibly needing discipline, the District will begin the investigation as quickly as possible based on the nature of the allegations and the available investigative resources. The employee who is the subject of the allegation(s) and the Association will be given periodic updates on the anticipated timeline and progress of the investigation. Upon request, the Director of Human Resources will provide the Association with a status report concerning SEA represented employees.

30.2.2 During the investigation, the District will gather evidence and information about the allegations in order to determine the facts. The District will communicate with the employee who is the subject of the investigation and their Association representatives. Employees will always be given an opportunity to respond to the information and evidence gathered before a decision is made regarding the action to be taken.

30.2.3 The employee who is the subject of the investigation has a right to an Association representative at any investigative interview and will be informed of this right prior to being asked any questions that could lead to discipline (the "Weingarten right").

30.2.4 Interviewees, including the employee who is the subject of the allegation(s), will be advised that they are obligated to cooperate with an investigation. In order to protect the integrity of the investigation, employees are expected to refrain from sharing their testimony with other employees, students, or

parents while the investigation is pending, except for their Association representatives. Interviewees will be advised that their statements are subject to disclosure requests to the Association for the purpose of Association representation. In addition, their statements are subject to requests under the Washington Public Records Act following conclusion of the investigation. SEA-represented employees interviewed as witnesses will be contacted directly and, when possible, allowed to schedule their interview at a time and location convenient to them and their Association representative(s). In all interviews, the investigator will identify themselves and the purpose of the interview.

### **30.3 Administrative Leave**

- 30.3.1 Administrative leave is an employer-directed removal from the workplace for an indefinite period of time. Administrative leave may be used to remove an employee from the workplace pending the outcome of an investigation and/or until discipline is imposed. Administrative leave may also apply to other non-investigative or non-disciplinary contexts. See Section 54.2.
- 30.3.2 When an employee is put on administrative leave for the purpose of investigation, the District will inform the employee in writing and include any directives or conditions on the leave and, if applicable, the procedure for retrieving the employee's personal belongings in District buildings. The District will copy SEA on the written notice and allow SEA to accompany the employee to any meeting with District personnel regarding such leave. The District will provide as much detail as it can without impairing or compromising the investigation.

### **30.4 Outcomes of Investigations**

- 30.4.1 Not all investigations result in a finding of misconduct. Letters of direction or expectation are not disciplinary because they do not contain a finding of misconduct based on just and sufficient cause. Upon request, an employee will be provided with a written confirmation of the outcome of an investigation that does not result in discipline or a letter of direction.
- 30.4.2 Disciplinary action shall be based upon just and sufficient cause, including the principle of progressive discipline. An employee should be subject to a more serious corrective action when the employee repeats the same or similar type of misconduct, or when an employee engages in different types of misconduct within a short period of time such as three (3) years. See Appendix G.
- 30.4.3 If an administrator calls an employee into a meeting for the specific purpose of administering formal discipline, the employee shall be informed of the purpose prior to the meeting. Employees shall have the right to have a



representative of the Association present when being formally disciplined by any member of the administration.

30.4.4 Discipline shall be documented in writing and provided to an employee. Employees have a right to attach written comments to the disciplinary notice in the employee's file. See Section 15.2.

### **31.0 PROBATION**

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

31.2 When a certificated employee is placed on probationary status, the District shall provide the employee with the appropriate reason(s) for the probationary status, and a Probationary Plan of Improvement (Appendix J-3, J-5, or J-7) which must include the following:

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

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

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

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

### **32.0 PROFESSIONAL DEVELOPMENT**

32.1 This subsection (32.1) is suspended for the 2023-24 and 2024-25 school years, and shall resume in the 2025-26 school year unless otherwise amended by mutual agreement. Each year of this agreement, the District shall support educator-selected professional development. The District agrees to provide a budget allocation equal

to the cost of one and one-half day substitute days for each certificated FTE. Each certificated employee will be given an opportunity to visit other classrooms, attend conferences, work to obtain the Professional Certificate, or engage in other forms of self-selected professional growth that supports the individual's professional growth plan or the building's school improvement plan. If the employee elects to pursue professional development outside of the contract day in lieu of hiring a substitute, with pre-approval of the administrator the allocation may be used to provide individual compensation, to be paid at the cert hourly rate. See also Section 35.22 for additional permissible use of this budget allocation.

32.1.1 All funds not committed by the individual as of February 1 shall be pooled within each building for members to apply for additional reimbursements of up to the value of one release day, with an application window between March 1<sup>st</sup> and June 1<sup>st</sup>. Funds will be distributed using the decision-making process in Section 67.0 until the pool has been exhausted.

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

## **32.2 In-District Teacher Exchanges**

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

## **32.3 Professional Learning Committee**

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

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

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

32.3.4 The committee shall set its own schedule of meetings. Any expenses of the committee shall be discussed in advance with cost-sharing determined upon mutual agreement.

## **32.4 Retraining**

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

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

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

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

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

## **32.6 Curriculum, Assessments, and Instructional Programs**

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

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

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

## **32.7 Dual Language Program**

32.7.1 The Shoreline School District Dual Language Program serves native speakers of Spanish and English, with program goals of bilingualism and biliteracy, high academic achievement and cross-cultural understanding. At the elementary level, staffing for the program shall be allocated separately from the staffing allocation at the school which houses the program, and based on the student enrollment in the program. At the secondary level,

staffing for the program shall be allocated to dual language classes using the same staffing ratio as is used across the building. Teachers in Shoreline's Dual Language program shall design, deliver and assess instruction in both Spanish and English, and shall assist the Dual Language Program Instructional Support Coordinator in the design of curriculum.

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

32.7.3 The parties recognize that in order to adequately sustain teachers, students and families in the Dual Language Program, additional supports are necessary. Family involvement and the ability to communicate with families in their primary language is an essential component of the program, as is the ability to adapt and align curriculum in an ongoing manner. Accordingly, when the District offers a Dual Language Program, students and teachers in the K-12 Dual Language Program shall be supported through the assignment of a 1.0 FTE Dual Language Program Instructional Support Coordinator.

32.7.3.1 Beginning in the 2025-26 school year, the Dual Language Program Instructional Support Coordinator shall be contracted for ten (10) additional 8-hour days beyond the employee's contract year, compensated on a per diem basis on a supplemental contract. Prior to the 2025-26 school year, they shall have the ability to flex up to ten (10) days, to offset up to ten (10) days of summer or evening work. The flexed days shall be scheduled by mutual agreement with their supervising administrator.

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

#### **32.7.4 Program Expansion**

32.7.4.1 Beginning in 2022-23, the District shall expand the Dual Language Program to the middle school. Dual language classes shall be offered to a cohort of 6<sup>th</sup> grade students in a .4 FTE humanities block (social studies, Spanish Language Arts and English Language Arts) and .2 FTE science. Each middle school Dual Language Program classroom offering instruction in Spanish shall be staffed with a paraeducator to support MLL students. Teachers in the Dual Language Program shall have the opportunity to plan with the paraeducators assigned to their classrooms according to the SESPA CBA.

### **32.7.4.2 Curriculum Design**

Prior to the school year in which the program is expanding, teachers in the newly added uppermost grade level shall be provided with up to forty (40) hours of additional time to support curriculum design.

32.7.4.3 The District may continue to expand the Dual Language Program, and in the event the program is expanding, the Association and District will appoint a Joint Dual Language Transition Committee to recommend appropriate Dual Language course offerings, the impact of which shall be subject to negotiations.

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

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

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

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

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

32.8.1.3 District Instructional Coaches may be assigned by agreement which shall be codified through a Memorandum of Understanding between the parties. District instructional

coaches shall not be used to gather evidence or make judgments for performance evaluations. Instructional Coaches who are administrative interns shall not participate in evaluating any SEA-represented staff. Administrative interns who are also District Instructional Coaches may learn evaluation techniques in a building in which they are not performing coaching duties with the consent of the SEA-represented member being observed.

- 32.8.2 The District will outline the duties and responsibilities of each TOSA position prior to hiring any employee, and will amend the job description in consultation with the Association if the expectations change. TOSAs shall be selected using the regular hiring process. The Parties acknowledge all non-supervisory employees, including TOSAs, are subject to annual assignment and RIF provisions of the contract.
- 32.8.3 Each TOSA shall have the ability to flex up to ten (10) days, to offset up to ten (10) days of summer work. The flexed days shall be scheduled by mutual agreement between the TOSA and their supervising administrator. Any additional time above the ten (10) flex days performing the duties of the TOSA must be mutually agreed upon between the employee and their supervisor, and shall be compensated at the per diem rate of pay.
- 32.8.4 Each TOSA shall be provided \$500.00 training funds, annually, to be used for professional development.
- 32.8.5 To ensure TOSAs maintain the skills and expertise necessary to provide high quality support to school-based colleagues, the District may re-open and fill any TOSA position every five years.
- 32.8.5.1 In such cases that the District determines it will re-open and fill a TOSA position for the subsequent year, prior to posting the position, the District will notify the incumbent TOSA of their intent to do so no later than March 15.
- 32.8.5.2 A TOSA who is to be re-assigned to a school-based or classroom position by the District as an outcome of the process described above in Section 32.8.5, shall be notified by May 1<sup>st</sup> and informed of all open positions for the coming year for which they are certificated and endorsed. In such cases, the TOSA shall be assigned by mutual agreement between the District and the TOSA.
- 32.8.5.3 If no assignment is mutually agreed upon by June 30th, the TOSA will be assigned by the District.
- 32.8.6 A TOSA may elect to return to a school-based or classroom assignment in any year by notifying the District by letter no later than March 15. When

such notice has been given, the District shall reassign the TOSA to a school-based position for which they are both certificated and endorsed.

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

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

### **32.9 Clock Hours**

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

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

### **33.0 NATIONAL CERTIFICATION**

- 33.1 An employee attaining certification by the National Board for Professional Teaching Standards shall receive a salary bonus in the amount appropriated by the State, provided that the employee meets all other conditions imposed by the State for receipt of these funds. The District shall subsidize one-half the cost of registration for initial or re-certification.
- 33.2 Upon achievement of national certification, teachers or school counselors whose registration was subsidized by the District shall be expected to provide twenty-five (25) hours of service within the following three (3) school years such as teaching professional development classes, supporting or mentoring colleagues, or working on other projects approved by the administrator responsible for professional development.
- 33.3 If a teacher whose registration was subsidized by the District leaves employment with the District prior to one school year after achieving national certification, the teacher shall refund to the District the amount paid by the District, unless the teacher leaves employment due to disability.
- 33.4 Educational Staff Associate (ESA) employees who hold the national certifications listed below shall receive a salary bonus from the District, equal to the amount appropriated by the State for the National Board Certificate identified in Section 33.1, above:
- Speech Language Pathologist/Audiologist: ASHA – CCC-A/CCC-SLP
  - School Psychologist: National Association of School Psychologists (NSPCS)
  - Occupational Therapist: National Board for Certification in Occupational Therapy (NBCOT)
  - Physical Therapist: Federation of State Boards of Physical Therapy (FSBPT)
  - Social-Worker: Licensed Advanced Social Worker (LASW) or Licensed Independent Clinical Social Worker (LICSW) as licensed through the Washington State Department of Health.

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

- 34.1 At the Elementary grades, the parties agree to schedule four (4) early dismissal half-days, and one (1) four-hour or two (2) two-hour conference evening(s) on the first full week of November and the first full week of March for the purpose of conferencing with parents regarding an individual student. Staff in each building will determine whether there will be one (1) four-hour evening conference period or two (2) two-hour conference periods using the decision-making process outlined in Section 67.0. The evening conference period(s) in both November and March will be identified on the negotiated calendar. Buildings may use the site-based decision-making process in Section 67.0 of the CBA to choose an evening conference period(s) in both November and March on either Tuesday and Thursday if two evenings are chosen, or Tuesday evening or Thursday evening if one evening



is chosen. Conferences of no less than 30 minutes each inclusive of a 5-minute transition time shall be scheduled for all parents during each conference period.

- 34.2 The evening(s) of parent conferencing in November is recognized as a trade for a half-day of early dismissal of staff and students on the day before Thanksgiving. The evening(s) of parent conferencing in March is recognized as a trade for an early dismissal on the Friday of that week.
- 34.3 November conferences will be held on Monday, Tuesday, Thursday and Friday, during the student release time, with evening conferences as described above. During that week, the district may choose to dismiss elementary students at the same time each day, so long as no more than the 100 minutes of early release time on Wednesday remains allocated as designated on the calendar.
- 34.4 March conferences will be held on Monday, Tuesday, Wednesday and Thursday, during the student release time, with evening conferences as described in 34.1 above. During that week, there shall be no individual or administrative early release time on Wednesday at the elementary level.
- 34.5 Within the negotiated conference calendar, priority scheduling will be provided for the following:
- Families who need interpreters
  - Conferences that involve multiple instructional and/or support specialists
  - Families with multiple children
- 34.6 Elementary classroom teachers with more than 30 parent conferences shall be provided with an additional 90 minutes of substitute time. Elementary classroom teachers with more than 33 conferences shall be provided with a half-day substitute.
- 34.7 The District agrees to provide upon request of the teacher and building administrator additional released time for parent conferencing for special student needs.

## **35.0 CERTIFICATED EMPLOYEE WORK LOAD**

### **35.1 Commitment to Equitable Workload**

The District and Association expressly agree that the number of students assigned to an instructional classroom employee and student caseloads assigned to other nonsupervisory certificated employees impact both the workload of the employee and the success of the educational programs of the District. The parties also agree that the unique mix of students in any particular class, and at the secondary level, the assignment of classroom “preps,” has an impact on workload and instruction.

- 35.1.1 Within each school, employees' classes will be composed so that the classroom responsibilities of the respective employees in a grade, department or program shall be equitably apportioned.

35.1.2 The parties agree that teaching students with high or unusual educational needs is a responsibility of every educational professional in our system. Students with special needs (e.g., special education, 504, with elementary non-Special Education behavior contracts, MLL students, etc.), whether newly enrolled, at the semester (in the case of classroom assignment changes at the secondary level), and for assignment for the subsequent year, will be equitably assigned among the general education teachers within a school building with special consideration for the curricular/program needs of the students.

**35.2 Overload Triggers and Staffing**

The paragraph below in section 35.2, and subsections 35.2.1, 35.2.3, 35.2.4, 35.2.5, 35.2.6, 35.2.7, 35.2.8, 35.2.9, 35.2.10, 35.2.12, 35.2.13, and 35.2.14 shall be suspended for the 2023-24 and 2024-25 school years and shall resume in the 2025-26 school year unless otherwise amended by mutual agreement. Subsections 35.2.2, 35.2.11, 35.2.15 and 35.2.16 remain in effect during the 2023-24 and 2024-25 school years.

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

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

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

35.2.3 The District shall compensate an elementary certificated employee due to work load as follows:

	<b>Grades K-3 Student Enrollment</b>	<b>Option A Compensation</b>	<b>Option B Paraeducator</b>
<b>K*</b>	21-22	\$1,527/year	1-1/2 hrs. daily
<b>1-3</b>	21-22	\$1,527/year	1-1/2 hrs. daily
<b>1-3</b>	23-24	\$2,136/year	1-1/2 hrs. daily
<b>1-3</b>	25-26	\$2,745/year	2 hrs. daily

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

35.2.4	<b>Grades 4-5 Student Enrollment</b>	<b>Option A Compensation</b>	<b>Option B Paraeducator</b>
4	28-29	\$2,000/year	1-1/2 hrs. daily
5	29-30	\$2,000/year	1-1/2 hrs. daily
4	30-31	\$3,000/year	1-1/2 hrs. daily
5	31-32	\$3,000/year	1-1/2 hrs. daily
4	32-22	\$4,000/year	2 hrs. daily
5	33-34	\$4,000/year	2 hrs. daily

**35.2.5 Enrollment Count**

For the purposes of qualifying for Option A or Option B above, enrollment shall be measured for high school no later than the first student day of October and the tenth day of each quarter for the second, third and fourth quarter of the school year. For the purposes of qualifying for Option A or Option B above, enrollment shall be measured for middle and elementary schools no later than the tenth student day of each quarter. For all special education teachers and therapeutic specialists, enrollment for the purposes of qualifying for Option A or Option B, as defined in Section 35.9, shall be measured on a monthly basis, on the first student day of each month.

35.2.6 On the count dates in Section 35.2.5 above, employees in overload may choose either personal compensation (Option A) or paraeducator assistance (Option B). When an employee chooses Option B, the District will hire and place an overload paraeducator as soon as possible. The workload relief selected by the employee, either Option A or B, shall remain in place until the next count date. In such cases that the educator has chosen Option B, they shall be paid a pro-rata of the amount provided in Option A until the date the paraeducator is hired and begins to provide the negotiated workload relief.

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

**35.2.8 Payment Schedule**

Compensation for overload qualifying before the 5th of the month shall be paid in the current month. Those qualifying for overload compensation after the 5th of the month shall receive payment at the end of the next month.

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

**35.2.10 Singleton Classes**

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

**35.2.11 Class Size and Safety**

Class sizes may be additionally limited by safety or available space concerns, including the number of available lab or computer stations in CTE and science classrooms. The maximum number of students in each classroom shall be determined by the building administrator in consultation with the certificated teachers using those rooms and the respective department chair. Requests for additional staffing due to safety concerns shall be forwarded to the Director of Human Resources for action. In order to address the unique safety concerns of chemistry lab stations, class sizes for chemistry shall be limited to four students per lab station in the classroom unless the teacher agrees that a greater number of students will be safe due to the dynamics of the student mix or the lessons planned for the class (i.e. microlabs instead of beaker chemistry).

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

**35.2.12 Secondary Music**

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

**35.2.13 Secondary P.E.**

For secondary Physical Education classes, the District shall compensate a certificated employee due to workload as follows:

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

**35.2.14 Paraeducator Substitutes**

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

**35.2.15 Co-Teaching**

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

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

**35.3 When Grades 1-5 Combination Classes Are Necessary**

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

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

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

35.3.4 This Section 35.3.4 shall be suspended for the 2023-24 and 2024-25 school years and shall resume in the 2025-26 school year unless otherwise amended by mutual agreement. For assistance provided in Sections 35.2.3 and 35.2.4, class size triggers for combination grade classes shall be three (3) less students than the regular trigger for the lower grade level in that class, except that combination classes formed by program choice shall be subject to a class size trigger which is the average of the grades actually taught.

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

### **35.4 Elementary Music and Physical Education Teachers**

- 35.4.1 Each elementary school of 525 students or greater will be staffed with a minimum 1.0 FTE music teacher and a minimum 1.0 FTE PE teacher.
- 35.4.2 On full student days, elementary music and physical education (K-5) shall be scheduled for a maximum of nine (9) thirty (30) minute classes a day or eight (8) thirty (30) minute classes when scheduled between two buildings. On early release days, elementary music and physical education (K-5) shall be scheduled for a maximum of six (6) thirty (30) minute classes or four (4) thirty (30) minute classes when scheduled between buildings. Grade level scheduling should be given priority in order to limit schedule conflicts between music and physical education classes.
- 35.4.3 Except as provided in Article 19.4 (not more than an average of 45 minutes of student supervision per week), any time during the student day which is undesignated for teaching music or physical education classes, planning (as defined in Section 19.3.4) or travel, shall be allocated for transitions between classes, equipment/instrument set-up and take-down, adaptation and modifications of classroom materials for grades K-5, and other duties related to the music or physical education assignment.
- 35.4.4 Classes may be combined for the purpose of providing Least Restrictive Environment for Special Education students. In such instances, each class will count toward the limits defined above. In addition, supports that are required by the student's IEP and provided in the Special Education environment will accompany the special education student in the elementary music and physical education setting.
- 35.4.5 Classes may be scheduled back-to-back without transition time, but only for the same or contiguous grade levels, and in no case shall classes be scheduled for more than eighty (80) minutes without at least five (5) minutes transition time before and after the eighty (80) minute block. In all other cases, transition time between classes will be at least five (5) minutes. Wherever possible, the District will provide ten (10) minutes between changes in classes.
- 35.4.6 Whenever two elementary specialists provide instruction in the same subject area in the same school building, the District will make efforts to provide continuity of the same instructor for the same students. Principals will review class scheduling with teachers and specialists.

#### **35.4.7 Elementary Music and P.E. Overload**

Class schedules which exceed an average of 1260 minutes per week over a two-week period, or 42 thirty-minute sections per week shall be staffed with a 1.1 FTE. Such schedules shall not exceed an average of 1320 minutes per week over a two-week period, or 44 thirty-minute sections per week.

35.4.8 Each elementary instrumental band class of 50 or more students and each instrumental string class of 40 or more students will be assigned 1.5 hours of paraeducator support per week, preferably with a paraeducator with experience supporting instrumental music instruction.

35.4.9 In such instances that one building triggers greater than 1.0 FTE of music or PE, and an additional supplemental contract is offered and accepted as described in Section 35.5, the impacted employee will waive the limits described in 35.4.2.

**35.4.10 Assistive Technology**

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

**35.5 Voluntary Overload**

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

**35.6 Counselors**

35.6.1 Secondary school counselors shall be assigned in accordance with a 1:350 counselor-to-student ratio (head count including Running Start Students).

35.6.2 At the middle school level there shall be no less than 1.0 FTE counselor assigned per grade level, or a 1:350 counselor-to-student ratio, whichever results in greater counselor FTE.

35.6.3 Each elementary school and Cascade K-8 shall be assigned a 1.0 FTE counselor.

**35.7 Deans, Activity Coordinators and Athletic Directors**

35.7.1 Each high school shall be staffed with a 0.6 FTE Activity Coordinator, and a 0.4 FTE Athletic Director.

35.7.2 Each school shall be staffed with a 1.0 FTE Dean of Students.

35.7.3 The FTE assigned to the positions above shall not include any classroom teaching assignment.

**35.8 Inclusive Instruction**

35.8.1 When the workload of classroom, physical education and music teachers is affected by inclusion of students from self-contained special education

classes and/or MLL classes at the elementary or secondary level, the District shall provide Paraeducators or other appropriate assistance.

35.8.3 Students receiving special education services shall be counted in determining class load when the individual student attends the general education classroom for forty percent (40%) or more of the student's day.

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

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

### **35.9 Count Dates for Special Education Teachers and Therapeutic Specialists**

This Section 35.9 shall be suspended for the 2023-24 and 2024-25 school years and shall resume in the 2025-26 school year unless otherwise amended by mutual agreement. For the purposes of qualifying for Option A or Option B, caseloads shall be measured on a monthly basis, on the first student day of each month, as follows:

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

### **35.10 Speech/Language Pathologists**

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

35.10.2 Recommended group sizes for pullout small group therapy are as follows:



<b>Grade Level</b>	<b>Severity</b>	<b>Group Size</b>
Preschool		1
Elementary	Severe	1-2
	Moderate	1-3
	Mild	2-3
Secondary	Severe	1-2
	Moderate	1-3
	Mild	2-3

35.10.3 This Section 35.10.3 shall be suspended for the 2023-24 and 2024-25 school years and shall resume in the 2025-26 school year unless otherwise amended by mutual agreement. When specially designed instruction exceeds 18 hours per week, relief shall be provided in accordance with the SLP overload chart below:

<b>Specially designed instruction</b>	<b>Option A Compensation</b>	<b>Option B Paraeducator</b>
hours greater than 18, up to 21	\$1,527/year	1-1/2 hrs. daily
hours greater than 21, up to 23	\$2,136/year	1-1/2 hrs. daily
hours greater than 23	\$2,745/year	2 hrs. daily

35.10.4 The parties agree to recognize each work site or school as a separate and distinct assignment with its own caseload, with the capacity to drive an overload remedy which shall be pro-rated by FTE. In such cases that an SLP is assigned to the Early Childhood program, that portion of the assignment that is scheduled for assessment and intake shall also be considered a separate and distinct assignment, with the capacity to drive an overload remedy pro-rated by FTE. The process for implementing these options shall be consistent with Sections 35.2.3 through 35.2.7.

**35.11 Occupational Therapy/Physical Therapy**

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

35.11.2 This Section 35.11.2 shall be suspended for the 2023-24 and 2024-25 school years and shall resume in the 2025-26 school year unless otherwise amended by mutual agreement. When the hours of intervention exceed 18 hours per week, relief will be provided as follows:

<b>Intervention Services</b>	<b>Option A Compensation</b>	<b>Option B Paraeducator</b>
hours greater than 18, up to 21	\$1,527/year	1-1/2 hrs. daily
hours greater than 21, up to 23	\$2,136/year	1-1/2 hrs. daily
hours greater than 23	\$2,745/year	2 hrs. daily

35.11.3 The parties agree to recognize each work site or school as a separate and distinct assignment with its own caseload, with the capacity to drive an overload remedy which shall be pro-rated by FTE. In such cases that an OT or PT is assigned to the Early Childhood program, that portion of the assignment that is scheduled for assessment and intake shall also be considered a separate and distinct assignment, with the capacity to drive an overload remedy pro-rated by FTE. The process for implementing these options shall be consistent with Sections 35.2.3 through 35.2.7.

**35.12 Audiologist**

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

**35.13 Special Education Classes**

Staffing of special education programs will be based on individual student needs, taking into consideration the following: severity of student needs and the types of support services needed; implementation of a full continuum of service delivery models; and compliance with special education legal requirements.

35.13.1 This Section 35.13.1 shall be suspended for the 2023-24 and 2024-25 school years and shall resume in the 2025-26 school year unless otherwise amended by mutual agreement. Overload relief will be provided when caseloads or class sizes meet the relief levels described below. Relief will be prorated on the basis of certificated staff FTE.

<b>Program</b>	<b>Basis for Overload Trigger</b>	<b>Basic Staffing Ratio</b>	<b>Overload Relief 1</b>	<b>Overload Relief 2</b>	<b>Overload Relief 3</b>

<b>Early Childhood (3 &amp; 4 year olds)</b> Note: 1.0 FTE Teachers are Assigned AM & PM Session	Caseload	8/session	9/session	10/session	11/session
<b>Highly Structured/Self-Contained</b>					
Elementary: (Blended, BLS, ILS, etc.)	Caseload	9	10	11	12
Middle School: (Stride/Life, etc.)	Caseload	9	10	11	12
High School: (Life Skills, etc.)	Caseload	9	10	11	12
High School: (Medically Fragile)	Caseload	6	7	8	9
Skills Development (Itinerant Support)	NOTE: Additional certificated support for secondary Highly Structured/Self-Contained students provided through 0.8 FTE itinerant staffing assigned to SLC.				
<b>Secondary (Grades 6-12) EBD</b>	Caseload	9	10	11	12
<b>Transition (18-21 years old)</b>					
District-Based (SLC)	Caseload	12	13	14	15
Community-Based (SCC)	Caseload	12	13	14	15
<b>Elementary Resource Room</b>	Caseload	22	23	26	30
<b>Secondary Directed Studies*</b>					
Skills (English, Math, Reading, SEL, Study Skills, Adaptive, Behavior)	Class Size	12	13	14	15
	<p>* NOTES:</p> <ul style="list-style-type: none"> <li>Overload shall be calculated for each class. Should the teacher trigger into an overloaded status, the District shall provide \$200 compensation per class per semester at Overload Relief Level 1, \$250 compensation per class per semester at Overload Relief Level 2, and \$300 Compensation per class per semester at Overload Relief Level 3.</li> <li>Co-taught classes shall not qualify for overload relief so long as the co-teaching model is maintained (approximately 1/3 students with IEPs assigned to the class).</li> </ul>				

35.13.2 This Section 35.13.2 shall be suspended for the 2023-24 and 2024-25 school years and shall resume in the 2025-26 school year unless otherwise amended by mutual agreement. When class sizes, IEP load or caseload exceed the numbers stated above, relief will be provided as follows:

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

35.13.3 This Section 35.13.3 shall be suspended for the 2023-24 and 2024-25 school years and shall resume in the 2025-26 school year unless otherwise amended by mutual agreement. Elementary Resource Room caseloads between 30-32 students shall be provided overload relief comprised of both compensation (Option A) and paraeducator support (Option B) as described at the highest relief level, above.

**35.13.4 Elementary Resource Room and Secondary Directed Studies**

The special education resource room at each elementary school shall be staffed with a minimum of a full day paraeducator. This position shall be defined as six (6) paid hours plus a one-half hour unpaid duty free lunch (6.5 hours total) for the entire school year. In such cases that an Elementary Resource Room or Secondary Directed Studies caseload exceeds 32 students, an additional 0.2 FTE of special education staffing shall be allocated, and if the caseload exceeds 36 students, an additional 0.4 FTE of special education staffing shall be allocated.

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

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

**35.14 IEP Support**

Each year the district will provide each Special Education teacher in classes identified in Section 35.13.1, and each therapeutic specialist (SLP, Audiologist, OT, PT, etc.), with the following support:

- a. For each case manager:
  - One (1) day of release time or ten (10) additional hours at the per diem rate of pay; and
  - Two (2) hours at the per diem rate of pay annually per IEP submitted in compliance with state and federal law.
- b. For each IEP for which a special educator is providing service but is not the case manager:
  - Thirty (30) minutes at the per diem rate of pay annually per IEP submitted in compliance with state and federal law.

**35.15 Library Program Support**

- 35.15.1 The District will maintain a total of at least 4.0 FTE certificated librarians at its secondary schools. During the scheduled work day, secondary librarians will plan, collaborate with other staff, provide open library time, manage the library facility, maintain the circulation system, teach information literacy, support the implementation of information technology in the school building, and participate in professional development activities.
- 35.15.2 Classes may be combined for the purpose of providing Least Restrictive Environment for Special Education students. Supports required by the student’s IEP that are provided in the Special Education environment will accompany the special education student in the library setting.

**35.16 MLL Workload and Program Support**

- 35.16.1 For those Multi-Language Learner (MLL) teachers who work with paraeducators, one-half (1/2) hour of paraeducator time will be provided for each MLL teacher daily in order to provide adequate planning and equity in the MLL program.
- 35.16.2 MLL Paraeducators will be on the job the first student day of the school year.
- 35.16.3 MLL classrooms that are assigned a paraeducator for three (3) or more hours per day shall schedule a one-half (1/2) hour period daily (or its equivalent) to provide a regular opportunity for certificated staff and paraeducators to meet together to discuss student programs and progress, and plan upcoming activities and duties for the paraeducator. Scheduling of this daily one-half (1/2) hour period is to be done by mutual agreement between the certificated staff and the paraeducator.
- 35.16.4 The District shall seek input from MLL teachers prior to adjusting the assignments of paraeducators assigned to the ELL program.
- 35.16.5 This Section 35.16.5 shall be suspended for the 2023-24 and 2024-25 school years and shall resume in the 2025-26 school year unless otherwise amended by mutual agreement. Overload relief for elementary MLL teachers will be provided when student caseload exceeds those described below.

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

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

Relief will be prorated on the basis of certificated staff FTE. For the purposes of qualifying for the relief above, caseload shall be measured two times per year no later than the tenth student day of each semester. The process for implementing these options shall be consistent with Sections 35.2.3 through 35.2.7.

- 35.16.6 Exclusive of teaching assignments, each high school and middle school shall be staffed with a .2 FTE ELL Coordinator.
- 35.16.7 This Section 35.16.7 shall be suspended for the 2023-24 and 2024-25 school years and shall resume in the 2025-26 school year unless otherwise amended by mutual agreement. Secondary MLL teachers are covered by the workload relief provisions of Section 35.2.

### **35.17 Kindergarten**

Each Kindergarten classroom will be provided one (1) hour of paraeducator time. Those schools designated as schoolwide Title 1 schools shall receive an additional one (1) hour of paraeducator time for each Kindergarten classroom. Staff hired for kindergarten paraeducator support will be qualified to meet the requirements of instructional intervention models funded through state and federal resources to support struggling learners.

### **35.18 Elementary Assessments**

The District shall not mandate any one-to-one assessments without providing sufficient paraprofessional and/or certificated staffing (release time or team of assessors) to conduct them. Kindergarten classes are staffed with paraeducators who may assist with elementary assessments (see Section 35.17). Except for the 2023-24 and 2024-25 school years, each first and second grade teacher shall be provided eight (8) hours of release time in order to support assessment administration. The Parties agree these hours shall be used in such a way to allow the sharing of half- or full-day substitutes. In the 2023-24 and 2024-25 school year, the District shall additionally support K-2 assessments as described in Appendix V. See also Section 35.21 regarding annual notice of the plan to support assessments.

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

- a. When training is required, kindergarten teachers shall be paid at their per diem rate to attend such training on non-student days, or shall be provided release time if they choose to attend the required training on a student day.
- b. Kindergarten teachers will be given the option of release time or the assistance of an additional certificated staff member to administer the required assessment or performance inventory.
- c. Should there be a family connection requirement that necessitates additional conference time during the regularly scheduled conferences, the District agrees to provide, upon request of the teacher and building administrator, additional release time or additional pay at the teacher's per diem rate.
- d. Supplemental hourly pay shall be offered for the administration, including record keeping, of the WaKIDs Assessment.
- e. In order to support WaKIDs conferencing requirements, the District and Association shall work together to design a student calendar which provides no fewer than three days for parent conferencing for all kindergarten students.

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

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

### **35.22 Assessment Support**

Except in the 2023-24 and 2024-25 school years, each certificated employee may, at their discretion, use the resource allocated in Section 32.1 in support of administering common assessments, collaboratively analyzing assessment results, and modifying instruction based on results.

### **35.23 Grading**

35.23.1 Beginning in September each year, secondary teachers will be responsible for updating and communicating student academic progress online twice per month. Teachers who do not assign academic grades will be excluded from this requirement. Based upon input from secondary teachers, schools will announce to the community the dates upon which grades will be updated via the public building calendar. Paper progress reports will not be required. Report cards will be sent

home at the end of each quarter and semester (high school or middle school).

### **35.23.2 End of Term Grade Posting Schedule**

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

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

### **35.23.3 Middle School – Quarter-long Electives**

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

## **36.0 SECONDARY PREPARATION**

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



- 36.2 A certificated employee shall normally be assigned to no more than three (3) classroom preparations per semester, except by mutual agreement. In such case that an employee agrees to more than three (3) classroom preparations per semester, the employee will not be assigned students during Supplemental Academic Support (SAS) except by mutual agreement of the employee and the administrator.
- 36.3 Certificated supervision of SAS shall be as defined in the Glossary.
- 36.3.1 This Section 36.3.1 shall be suspended for the 2023-24 and 2024-25 school years and shall resume in the 2025-26 school year unless otherwise amended by mutual agreement. Students assigned to a teacher only for SAS shall count toward the calculation of overload in Section 35.2. Overload trigger due to an advisory will be compensated through Option A, Compensation.
- 36.3.2 Credit bearing classes taught during SAS shall be scheduled and compensated as 0.1 FTE.
- 36.3.3 This Section 36.3.3 shall be suspended for the 2023-24 and 2024-25 school years and shall resume in the 2025-26 school year unless otherwise amended by mutual agreement. Special Educators assigned to teach Skills classes during SAS shall be provided the Overload Remedy at Level 1, and additional overload shall otherwise apply, as defined in Section 35.12.1.
- 36.3.4 Building/District-directed activities may be assigned to SAS no more than two days per week, and non-supervisory certificated staff shall have flexible use of SAS time as described in the menu of options listed on Appendix F on the remaining days per week.

## **37.0 REIMBURSEMENTS**

- 37.1 Certificated employees driving private vehicles in the performance of contracted duties shall be reimbursed for mileage at the current I.R.S. rate, as established September 1st of the current contract year.
- 37.2 Certificated employees shall be reimbursed for approved costs for professional development activities and materials.

## **38.0 HIGH IMPACT AND INCLUSION**

### **38.1 Definitions**

#### **38.1.1 High Impact Definition**

A high impact student is any student with or without an Individual Education Plan (IEP) who requires significant (meaning academic, emotional, behavioral, or physical) atypical support and/or modification on

a daily basis in order to learn in a general education classroom or other less restrictive environment.

### **38.1.2 Inclusion Definition**

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

- 38.2 Beginning in the 2025-26 school year, the District shall provide an annual allocation of at least \$490,000 to increase staff's ability to work effectively with both high impact and inclusion students.

In order to inform future utilization of these funds, the parties will work together in the 2024-25 school year to examine the efficacy of the model that was in place through the 2022-23 school year, research alternate models for utilization of the reinstated "High Impact / Inclusion" monies, and negotiate an implementation plan for the use of these new "High-Impact / Inclusion" monies, as part of the process of negotiating a successor agreement.

- 38.3 When a student is discovered to need atypical support in a general education classroom, the classroom teacher should request an SST or IEP meeting to identify the student's strengths, weaknesses, possible support needs, and/or special programs placement.
- 38.4 The District agrees to provide each building with specific information regarding Special Programs staffing and resource allocations as well as information on program regulatory parameters. The purpose of this information is to assist building staff in their planning and to ensure that all of the resources that are available to the school are known and considered when planning for the needs of high impact and inclusion students.
- 38.5 It is agreed that when an inclusion student is placed in a general education classroom, the affected certificated staff shall be provided appropriate background information about the student's current special needs. The District will provide in-service training and assistance in developing instructional approaches and/or special learning materials where necessary and appropriate to support the teacher and to assist the student's educational progress.

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

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

## **39.2 Seniority Definition**

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

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

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

## **39.3 Seniority Verification**

39.3.1 Prior to February 1 of each year, the District shall prepare and distribute a preliminary seniority list to all certificated employees covered by this agreement. The list shall include seniority for each employee as defined in 39.2 and the retention categories for which the employee qualifies. The list shall also include notation of each employee’s contract status (provisional, continuing).

39.3.2 Each certificated employee shall have ten (10) working days from publication of the list to verify their placement on the seniority list and the retention categories for which they qualify. If the employee believes the

District has made an error on the list, the employee must communicate the correction to the Human Resources department within the ten (10) working days, and provide evidence of the mistake. If a correction is not submitted by the employee, the published list shall be deemed correct for that year. Disagreements about corrections submitted within the ten (10) working day time period may be filed and resolved as a grievance under Section 41.0.

39.3.3 An employee with at least ten (10) years experience in the District who has not taught in a particular retention category in the District in the last ten (10) years will be removed from that retention category if they notify the District of their desire to opt out of that category during the ten (10) working day time period in 39.3.2 above. This notification must be provided for each year the employee desires to be removed from that category.

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

#### **39.4 Leave Replacement and Provisional Employees**

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

#### **39.5 Determination of Vacancies**

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

#### **39.6 Determination of Program**

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

## 39.7 Selection of Employees

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

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

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

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

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

39.7.4 When there are no vacancies to be filled via 39.7.3 above, the District shall implement the Board's reduced educational program by identifying the least senior employee(s) currently assigned to the category or categories in which positions are being eliminated up to the amount of FTE being reduced in that category. These employees shall be considered "displaced employees." Beginning with the most senior displaced employee, the District shall reassign the displaced employee to replace the least senior employee in any other category for which the displaced employee qualifies. The less senior employee who is now displaced also shall be reassigned in a similar manner, if possible. If there is no less senior employee for a displaced employee to replace, the employee shall be identified for layoff.

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

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

### **39.8 Leave**

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

- a. The two (2) consecutive year limit on leaves of absence within Section 42.3 is waived. The District will attempt to reach employees who notified the District of their intent to return for the following school year at the end of the two (2) consecutive year limit to explain this possible option for a third year of leave and confirm each employee's plans for the following school year.
- b. The District and the Association will review cases in which Section 42.1.2.f could be helpful in reducing the need for a reduction in force.
- c. Leave requests for less than 0.4 FTE are discouraged but will be considered based on the circumstances surrounding such requests.

### **39.9 Recall Procedure**

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

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

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

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

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

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

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

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

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

#### **40.2 Notice of Withdrawal**

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

#### **40.3 Retirement**

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

## **41.0 GRIEVANCES**

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

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

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

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

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

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

### **41.2 Step I - Grievance**

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

### **41.3 Step II - Grievance**

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

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



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

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

#### **41.4 Step III - Grievance**

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

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

#### **41.5 Step IV- Arbitration**

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

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

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

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

41.5.5 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. The decision or award shall set forth the arbitrator's finding of

fact, reasoning, and conclusions on the issues submitted and shall be final and binding on both parties.

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

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

## **42.0 LEAVE OF ABSENCE**

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

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

42.1.2 A leave of absence may be granted for:

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

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

42.2 A certificated employee who is granted a leave of absence shall notify the District by letter not later than January 15 of their intention to return to District employment in the following school year. In those cases where leave begins after January 15,

the notification shall be made by April 1. A person who fails to respond to the dates stated above shall lose all rights to be re-employed under Section 42.5.

### **42.3 Extension of Leaves**

- 42.3.1 A certificated employee may request and may be approved for an extension of the leave of absence up to a period of one (1) year, upon notifying the District by letter on or before April 1. No combination of leaves and extensions shall exceed two (2) consecutive years, except if the leave begins after March 1<sup>st</sup> in which case the leave cannot exceed the two (2) consecutive school years following the end of the school year when the leave started. It will not, for example, be possible for a 1.0 FTE certificated staff to take a 0.5 leave of absence for one (1) year, ask for a one (1) year extension, then return 0.5, then take a one (1) year leave of absence on the other 0.5 and then ask for a one (1) year extension of that leave.
- 42.3.2 The limitation to the combination or duration of approved leave of absence described in 42.3.1 shall not apply to shared contracts (Section 23.0). Leaves of absence will be approved to facilitate the implementation of an approved job share plan, as long as the plan is in place by April 1.
- 42.4 The certificated employee who is granted a leave of absence may continue to participate in District-approved insurance programs by reimbursing the District for all premiums.
- 42.5 The District is obligated to re-employ a certificated staff member who is granted a leave of absence in a position for which they are both certificated and endorsed. On returning from a leave of absence, a certificated employee shall be given a continuing contract for that school year. Employees returning from a leave of absence for medical reasons shall have return rights provided in 42.7.
- 42.6 A leave of absence may be revoked if the District learns that the person on leave is no longer engaged in the activity for which the leave was approved. The SEA President and the Director of Human Resources will jointly review the circumstances, and determine what leaves, if any, are to be revoked. A person whose leave is revoked loses all rights to be re-employed under Section 42.5.
- 42.7 For the purposes of staffing placement, employees on temporary disability, PFML, FMLA or instructional improvement leave as of May 1 who have notified the District of their intent to return for the following school year will be considered to be in the position they held at the time they began leave and will be placed in the same manner as persons not on leave. Employees on other types of unpaid leaves of absence under Article 42.0 as of May 1 who have notified the District of their intent to return for the following school year will be re-employed subject to the availability of a position for which they are both qualified and certificated pursuant to Section 42.5. The District will attempt to reach this latter group of employees by both phone and written letter to clarify and explain their re-employment right.

**43.0 SICK LEAVE (ACCUMULATIVE)**

- 43.1 A certificated employee shall be granted twelve (12) days annually for sick leave. These days will be frontloaded. Any unused sick leave shall be accumulated up to 180 days (as measured on January 1 each year). Employees shall be compensated annually and/or upon retirement or death for unused sick leave credits in a timely manner and in accordance with District policies and the laws of the State of Washington.
- 43.2 One (1) day of sick leave is defined as being equal to the employee's regular contract day.
- 43.3 Accumulated days of sick leave may be used when a certificated employee has a personal illness, including physical or mental conditions, which incapacitates the employee from performing their contracted duties. Sick leave may be used for illness, injury or birth in the employee's immediate family or household. Following childbirth or adoption, sick leave may also be used for care of a newborn (or adoptee) or spouse who gave birth, provided the need for the employee's care is verified by the treating physician.
- 43.4 For each day's absence due to personal illness in excess of the accumulated sick leave allowance, deduction of the per diem rate shall be made.
- 43.5 A doctor's certificate may be requested from an employee by the Human Resources Office after five (5) days of absence.
- 43.6 Accumulated sick leave days shall be reported to each certificated employee on payroll dates.
- 43.7 Unused sick leave shall be transferred to and/or received from other public school districts in the State of Washington. Accumulated sick leave shall be retained by an employee in accordance with State law.
- 43.8 The District shall provide to each certificated employee information for requesting a substitute, (i.e., phone number and assignment information). A certificated employee shall notify the building administrator of the absence as soon as practical.
- 43.9 Each January each eligible employee may elect to receive remuneration of unused sick leave accumulated in the previous calendar year. Each year during the annual sick leave buy-out period, all employees will be reminded of the limits on the number of accumulated sick leave days and the consequences of not participating in the annual sick leave buy-out.
- 43.9.1 An eligible employee is a current employee:
- a. Who has accumulated greater than sixty (60) full days of illness or injury leave in a manner consistent with applicable law, policies, and

collective bargaining agreements as of the end of the previous calendar year; and

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

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

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

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

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

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

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

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

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

- 43.10.2 Retirement for purposes of this policy shall mean commencing receiving a retirement allowance from a Washington State retirement system.
- 43.10.3 All unused sick leave days that have been accumulated by an eligible employee less sick leave days previously converted pursuant to Section 43.9 may be converted to monetary compensation upon the employee's termination of employment due to retirement or death.
- 43.10.4 Sick leave days that are eligible for conversion shall be converted to monetary compensation at the rate of twenty-five percent (25%) of an employee's full-time daily rate of compensation at the time of termination of employment for each full day of eligible sick leave.
- 43.10.5 The term "full-time daily rate compensation" shall mean the salary of an employee or classification of employees for each full day of employment exclusive of supplemental pay, and exclusive of fringe benefits such as health insurance premiums and other forms of insurance premiums.
- 43.10.6 Partial days of eligible sick leave shall be converted on a pro rata basis.

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

- 44.1 A certificated employee who, for medical reasons, (i.e., mental, or physical, including pregnancy) cannot perform the functions of their assigned position shall be considered eligible for a temporary disability leave with sick leave benefits.
- 44.2 An employee requesting a leave due to temporary disability shall be considered eligible for a temporary disability leave with sick leave benefits.
- 44.3 An employee requesting a leave due to temporary disability shall submit the leave request to the Human Resources Office.
- 44.4 The effective date of the leave shall be determined by the Human Resources Office in consultation with the employee and their physician.
- 44.5 An employee on temporary disability leave shall receive sick leave benefits for each contracted day of the leave up to the number of sick leave days accrued and shall retain all other rights and benefits of approved leaves.
- 44.6 The District shall have the right to request a physician's certificate of disability while the leave is in effect.
- 44.7 An employee who is able to return to work shall immediately be reinstated to their former position if available, or a similar position.

## 45.0 PARENTAL LEAVE

- 45.1 Five (5) days of paid leave shall be granted annually to each certificated 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, a certificated employee shall be granted leave for childbirth, adoption, or foster placement under the provisions of Article 42.0, Leave of Absence.
- 45.2 If both parents of a child are employed by the District, they each are entitled to five (5) days of leave and both parents may take their portion of the childbirth/adoption/foster placement leave at the same time or separately.
- 45.3 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 42.0, Leave of Absence.

## 46.0 CHILDBIRTH LEAVE

- 46.1 A certificated employee may continue to work until the attending physician verifies that the employee is physically unable to continue working. An employee can be granted temporary disability leave for the period of disability due to pregnancy and/or childbirth as verified by the employee's physician. The length of authorized temporary disability leave may vary and is based on the employee's and child's needs as verified by the treating physician.
- 46.2 Additional leave may be taken as Family Leave (Article 48.0) or Leave of Absence for Childcare (Section 42.1.2.b) for employees meeting the eligibility requirements. The maximum period for a leave of absence shall not exceed two (2) consecutive years, except if the leave begins after March 1st of the school year, in which case the leave cannot exceed the two (2) consecutive school years following the end of the school year when the leave started (including periods covered by sick leave).
- 46.3 A childbirth leave shall be granted to a certificated employee upon request by the certificated employee and a letter from the attending physician. The request shall be made in writing, with the anticipated due date or specific leave date, to the Director of Human Resources as early as possible, to assist in staffing and for submission to the Board.
- 46.4 The employee may use accrued sick leave benefits during the period of disability, as verified by the treating physician. No sick leave benefits shall be allowed during any additional approved unpaid leave, after the end of the temporary disability period.
- 46.5 The certificated employee shall be re-employed upon expiration of the approved leave. While on leave, the employee may request an early return to active

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

- 46.6 Two (2) weeks prior to the agreed upon ending date of the leave, the employee shall notify the District in writing of the intent to: (1) return to duty, (2) request extension of leave, or (3) resign.
- 46.7 The District is obligated to re-employ a certificated staff member who is granted a leave of absence in a position for which they are both certificated and endorsed.

#### **47.0 SHARED LEAVE**

- 47.1 Once implementation rules are written for the shared leave provisions in 2018 Engrossed Substitute House Bill 1434, the District agrees to provide SEA members with the maximum shared leave benefits allowed by these rules.
- 47.2 Employees shall be eligible to receive shared leave if they meet qualification criteria outlined in RCW 41.04.665:
- a. They suffer from, or have a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature; or,
  - b. They have been called to service in the uniformed services; or,
  - c. A state of emergency has been declared anywhere within the United States by the federal or any state government and the employee has needed skills to assist in responding to the emergency or its aftermath and volunteers his or her services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit accepts the employee's offer of volunteer services; or,
  - d. They are a victim of domestic violence, sexual assault, or stalking; or,
  - e. They are a current member of the uniformed services or is a veteran as defined under RCW 41.04.005, and are attending medical appointments or treatments for a service connected injury or disability; or,
  - f. They are the spouse of a current member of the uniformed services or a veteran as defined under RCW 41.04.005, who is attending medical appointments or treatments for a service connected injury or disability and requires assistance while attending appointments or treatment; or,
  - g. They need time for parental leave; or,
  - h. They are sick or temporarily disabled because of pregnancy disability.



- 47.3 An employee is eligible for shared leave when the condition listed above has caused, or is likely to cause the employee to go on leave without pay or terminate district employment.
- 47.4 In such cases as the employee qualifies for shared leave for the reasons in g) or h) above, they shall have the right to access the sixteen (16) weeks of shared leave for bonding with a child, and in the case of h) above, at any time within the first twelve (12) months. In either case employees shall not be required to deplete all of their sick leave and can maintain up to forty (40) hours of sick leave in reserve. The sixteen-week period shall be defined as ninety (90) workdays, exclusive of weekends, holidays and school breaks.
- 47.5 Leave donated from one District employee to another shall be calculated on an hour donated and hour received basis.
- 47.6 The maximum amount of shared leave an employee may receive during their total employment with the District is five-hundred twenty-two days.

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

- 48.1 An employee, whether male or female, is entitled to twelve (12) work weeks of family leave during any twelve (12) month period. An employee, for purposes of family leave, is defined as anyone who was employed by the District on a continuous basis for the past 52 weeks, excluding authorized leave or periods of time in which persons do not report to work but have a continuing employment relationship and do not collect unemployment benefits.
- 48.2 The District will continue the employee's benefit insurance coverage and will continue to pay the District's contribution towards insurance premiums for a maximum of twelve (12) work weeks of unpaid family leave after sick leave eligibility has ended. After the first twelve (12) work weeks of unpaid leave, the employee may continue insurance coverage at the employee's own expense, with no District contribution. The employee must self-pay the employee's contribution by the 15<sup>th</sup> of each month to ensure that there is no interruption of insurance coverage. Employees will not receive bills and are responsible for making timely payments.
- 48.3 Family leave may be taken: (a) because of the birth of a child and to care for a newborn child; (b) because of the placement of a child with the employee for adoption or foster care; (c) to care for a child, spouse, or parent who has a serious health condition; or (d) because of the employee's own serious health condition. If both parents of a child are employed by the District, they together are entitled to a total of twelve (12) weeks of leave and both parents may take their portion of the family leave at the same time. Absence covered by sick leave will not be deducted from the twelve (12) week total allocation for family leave.

- 48.4 Leave taken to care for a newborn or newly adopted child must be completed within twelve (12) months after the birth or adoption. Leave taken to care for a terminally ill child may be taken only once for any given child. The District requires confirmation by a health care provider of the employee's need for family leave.
- 48.5 A "child" is defined as a biological, adopted or foster child, a stepchild, a legal ward who is under 18 years of age, or a legal ward incapable of self-care due to a mental or physical disability. A "serious health condition" is one caused by injury, illness, impairment, or physical or mental condition that involves (a) inpatient care, or (b) continuing treatment by a health care provider.
- 48.6 The family leave shall be without pay. The District may require the employee to use their paid leave (sick leave and/or personal leave) before going on unpaid family leave.
- 48.7 The family leave is in addition to any leave for sickness or temporary disability because of pregnancy or childbirth.
- 48.8 An employee who plans to take family leave must provide the District with written notice at least thirty (30) days in advance, unless the family leave is not foreseeable, in which case the employee must notify the District of the expected leave within one (1) working day of the beginning of the leave.
- 48.9 Upon returning from family leave, the employee is entitled to return to the same position he/she previously held or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. If the employee fails to return from the approved leave, the employee must reimburse the school district for all premiums paid during unpaid leave. In scheduling the employee's return from family leave, consideration will be made for weekends and break periods (including summer vacation). If the employee returns to work on the earliest possible work day after the end of the approved leave, no reimbursement of the District's contributions towards insurance premiums will be required.
- 48.10 Any employee who works primarily in an instructional capacity and would be on leave for greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, may be required to take leaves for periods of particular duration or to transfer temporarily to an alternative equivalent position that better accommodates the leave.
- 48.11 Any employee who works primarily in an instructional capacity and requests a period of leave which will end near the conclusion of the academic term may be required to continue the leave until the academic term has concluded.

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

- 49.1 Employees will be provided PFML benefits as allowed by law.

- 49.2 The District will pay the employer premium and employees will pay the employee premium required by law to fund the program.
- 49.3 To qualify for PFML, employees must work 820 hours or more in the qualifying period, which shall be defined as the first four of the last five completed calendar quarters starting from when the employee makes their claim for benefits. PFML may not be taken without a qualifying event.
- 49.4 PFML benefits shall include up to twelve (12) weeks of paid leave per year to care for self or family. The twelve-week period shall be defined as sixty (60) workdays, exclusive of weekends, holidays and school breaks. Such leave may be used as follows:
- 49.4.1 Family Leave:
- To care and bond after a baby’s birth or the adoption or foster placement of a child younger than eighteen (18) years
  - To care for a family member, as defined by the State for this benefit, experiencing an illness or medical event
  - Certain military-connected events
- 49.4.2 Medical Leave to care for self in relation to an illness or medical event
- 49.4.3 Possible extension of benefits:
- Total of up to 18 weeks for a serious health condition during pregnancy that results in incapacity
  - Total of up to 16 weeks for multiple health events in a year
- 49.5 Employees are responsible to file claims with the Employment Security Department (ESD) and payments will come from ESD. The amount of the payments will be determined by, and payments will come from, the ESD.
- 49.6 Employees may choose to use PFML prior to exhausting other leave options and will not be required to exhaust sick leave prior to accessing PFML. PFML may be used consecutively with the employee’s other paid leave entitlements, exclusive of Washington State Paid Sick Leave, at the employee’s discretion.
- 49.7 Employees may use accumulated sick leave, exclusive of Washington State Paid Sick Leave, to supplement PFML benefits up to an amount that results in no loss of compensation to the employee.
- 49.8 Employees who are eligible for FMLA as well as PFML shall use FMLA concurrently with use of PFML.

## **50.0 MILITARY LEAVE**

- 50.1 A certificated employee shall be granted a leave of absence for a period not to exceed twenty-one (21) days annually (measured October 1 to September 30) for the purpose of participating in active training as a member of the armed services of the federal or state governments.
- 50.2 As prescribed by law, salary for an employee on military leave for reserve training shall be at the regular rate.

## **51.0 PERSONAL LEAVE**

- 51.1 Three (3) days Personal Leave shall be allowed each certificated employee each year, cumulative up to a maximum of eight (8) Personal Leave days. These days will be frontloaded. No explanation shall be requested by the District. Except in emergencies, an employee will need to provide five (5) contract days advance notice to the principal. Except in emergencies or required religious observances, no more than 10% of the total number of certificated staff in any building can take Personal Leave on any given day. Absences for Personal Leave shall be reported to the District using the current absence reporting system.
- 51.2 Except for extended disability leaves (including maternity), no more than five (5) Personal Leave days may be taken consecutively at any one time. Use of more than five (5) consecutive personal leave days for extraordinary circumstances may be granted upon written request to the Director of Human Resources.
- 51.3 The District will maintain a centralized system for tracking the availability and usage of each employee's personal leave.
- 51.4 An employee who uses less than three (3) days personal leave in a given school year may cash out the difference between the number of days used and three (3) at the daily substitute rate. Due to state law, employees covered by the TRS Plan I shall document eight (8) hours of additional service for each day cashed out. All personal leave cash out requests must be submitted to Human Resources by the final day of school. Compensation for personal leave cash out will be included in the employee's August paycheck. Personal leave cash out will be pro-rated for an employee who separates from employment before the end of the school year.

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

- 52.1 A maximum of five (5) days bereavement leave shall be allowed for each death in the employee's family or household and up to two (2) days each for funerals of friends. Such absence shall be reported to the District using the current absence reporting system. An additional five (5) days bereavement leave for death in the employee's family or household may be granted upon written request to the Director of Human Resources. These additional days shall be deducted from sick leave under Section 43.0.

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

- 53.1 A leave of absence shall be granted by the Board to a certificated employee who is elected or appointed to serve as the president of the Association. The request for a professional leave shall be made by May 15 preceding the school year in which the leave is to be granted.
- 53.2 The District shall, unless otherwise requested by the employee, re-employ the individual who is granted a professional leave in a comparable position on a continuing contract upon termination of the leave. While on leave, the individual shall retain all rights, benefits, and seniority allowed to a contracted certificated employee. The individual shall be placed at the same educational level (primary, intermediate, middle, high school) if a position is available.
- 53.3 The Association agrees to reimburse the District for all salaries, benefits, and employee taxes.

### **54.0 OTHER LEAVES**

- 54.1 Approved Absence is defined as an absence beyond the control of the employee (e.g., funerals of friends and associates which exceed the bereavement leave, illness in the family, or serious illness/injury). An Approved Absence is limited to two (2) days. Extension may be granted by the Superintendent's Office or designee under exceptional circumstances. Deduction at the substitute rate of pay shall be made for approved absences that exceed any leave provision.
- 54.2 Administrative leave is not disciplinary. The employee is paid while on leave and retains all legal and contractual rights to contest any discipline that might ultimately be imposed. The District believes that administrative leaves must be administered consistently and centrally. The decision to place an employee on administrative leave will be made by the Executive Director of Human Resources (HR Director, or their designee if the Director is unavailable) in consultation with the Superintendent or designee. Principals have been advised that if they have someone they think should be on administrative leave, they should contact the HR Director. In an emergency situation, principals have the authority to send an employee home for the remainder of the day and, in such cases, shall be required to immediately notify the HR Director.

### **55.0 EXCUSED ABSENCE**

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

- 55.2 Excused absence shall include jury duty, subpoena to court, and court proceedings.
- 55.3 Such absences shall be reported to the District using the current absence reporting system.
- 55.4 Deduction: No deduction shall be made when the employee receives compensation such as for jury duty or subpoena to court.

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

- 56.1 Excused absence shall be granted by the District when the Association requests released time for the purpose of Association business when the following conditions exist:
  - 56.1.1 When the Association and the District agree to conduct bargaining session(s) during the contract day, members of the Association bargaining team shall be excused without loss of pay. When a substitute is provided, substitute coverage shall be paid for by the District.
  - 56.1.2 Excused absence shall be granted for Association business, including preparation for bargaining, where representatives are elected or appointed by the Shoreline Education Association the Washington Education Association or the National Education Association. When a substitute is provided, substitute coverage shall be paid for by the Association.
- 56.2 Such absence, shall be documented using the appropriate District procedure and forms.

#### **57.0 UNAPPROVED ABSENCE**

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

#### **58.0 ABSENCE WITHOUT PAY**

- 58.1 Absence without pay shall be granted only with prior approval of the superintendent's office or designee.
- 58.2 Absence without pay at the per diem rate for personal or business affairs beyond the control of the individual shall be granted upon prior approval of the superintendent's office or designee.
- 58.3 Only in special circumstances shall absence without pay be granted for the first or last week of the contracted year.
- 58.4 Absences without pay shall be reported to the District using the current absence reporting system.

## 59.0 HOURLY RATES

- 59.1 Certificated employees will be paid their individual per diem rate for the direct instruction of one or more students in a supplemental assignment beyond regular contact time. Employees will not be paid for additional planning hours.
- 59.2 The Certificated Hourly Rate shall be \$50.00/hour. Certificated employees will be paid the Certificated Hourly Rate for all other compensated professional work for which another rate of pay is not already included in the current collective bargaining agreement. This work includes, but is not limited to, professional development, committee work and curriculum development work, and payment of ELO stipends from the allocations provided in Sections 62.6.1, 62.7.1 and 62.8.1.
- 59.3 Compensation rates and working conditions for substitutes are defined in the Substitute Addendum.

## 60.0 SALARY LEVELS AND PROVISIONS

### 60.1 Overview

- 60.1.1 All employees will be paid according to a combined Base and Time, Responsibility and Incentive (TRI) salary schedule (Appendix A) and placed on the schedule in accordance with the reporting standards of the S-275 Personnel Report in place as of August 2018, except as otherwise described in this agreement. “Base salary” shall mean the annual amount paid for the 180 day school-year assignment and shall exclude all supplemental contracts, separate contracts, stipends, etc. The salary schedules adopted for the years covered by this Agreement are included in Appendix A and incorporated by this reference. The total salary included in Appendix A shall be increased by the amount of the Implicit Price Deflator (IPD), as described in state law (E2SSB 6362), for each of the school years covered by this agreement. In addition to the cost-of-living increase (IPD), the District will increase total salary included on Appendix A by 1% of total compensation in the 2023-2024 school year and 1% in the 2024-2025 school year.
- 60.1.2 The parties acknowledge the necessity for the District to comply with State compensation limitations. The parties intend that nothing in this Agreement will operate to preclude the District from complying with State compensation laws nor to vest employees with compensation in excess of that provided for by law or applicable regulation. Accordingly, the parties acknowledge that the District retains the authority to make equitable compensation adjustments in order to ensure compliance with applicable laws and any pertinent regulations.
- 60.1.3 It is mutually understood by the parties that any negotiated salary increases beginning in the 2021-2022 school year are intended to mitigate the

Washington Cares payroll tax enacted in the 2021-2022 school year. Should the state rescind the Washington Cares payroll tax, salaries shall not be reduced.

## **60.2 Application to All Staff**

Although State funding and capacity calculations described herein are based on basic education program staff, non-basic education program staff will receive the same total compensation (Base and TRI) as similarly situated basic education staff.

## **60.3 Educational Adjustments**

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

## **60.4 Re-openers**

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

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

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

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



- 61.2 For the responsibilities listed in Section 61.3 and the additional days of work identified in Section 18.1, the District will provide each employee a supplemental contract in the amount indicated on the TRI schedules in Appendix B (time-based TRI and responsibility-based TRI). Payment for both of these TRI contracts shall be made in twelve (12) equal monthly installments. A part-time employee will receive a pro-rata share of this contract based on the employee's full-time equivalency (FTE). Employees shall earn compensation for the supplemental workdays included within the time-based TRI contract only for the days worked or falling within a period of paid leave.
- 61.3 The TRI contract recognizes that employees provide a professionally responsible level of services in the following areas which are above the basic contract:
- a. Preparation of the classroom or workspace before, after, and during the school year for quality instruction or support of instruction;
  - b. Preparation for and attendance at reasonable building activities outside of the workday, such as open houses, curriculum nights, parent education nights, school and community functions, and concerts;
  - c. Participation in self-reflection, goal setting and related professional growth activities such as workshops, classes, conferences, seminars or research projects;
  - d. Participation in a reasonable and equitable number of grade level, department, building, job-alike and/or district committees, task forces, processes and activities; and
  - e. Fulfillment of basic contract expectations that fall outside the regular work day such as the planning of instruction and curriculum, the evaluation of student work, the preparation of student assessments, the preparation of summative progress and grade reports for timely distribution, participation in a reasonable and equitable number of SST, IEP and Section 504 meetings, and communicating with parents and students.
- 61.4 Employees may choose each year prior to the first payroll cutoff date in September to convert all or a portion of the TRI contract (in 1/10th increments) to an individual tuition reimbursement fund. The value of the converted contract amount shall be increased by the amount of the mandatory employer taxes which would have been paid on compensation. Employees shall submit proof of course completion and receipt of tuition payment for reimbursement. Courses eligible for reimbursement with this fund must meet the criteria for at least one of the following: (a) advancement on the State salary schedule; (b) maintenance of professional education certification; or (c) the attainment of additional certification endorsements. These courses may be used for advancement on the salary schedule. Money remaining in an employee's tuition reimbursement fund at the end of the fiscal year shall not be cashed-out or carried over into the following year.

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

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

- 62.1 Assignments in this category require the services of the certificated employee beyond those that the regular assignment requires.
- 62.2 Refusal to accept an extended contract and/or a supplemental contract shall have no adverse effect upon the certificated employee's evaluation and/or basic contract.

### **62.3 Special Assignments**

- 62.3.1 The Superintendent may offer special assignments during or beyond the contract year.
- 62.3.2 Stipends for additional leadership services shall be calculated at the certificated daily or hourly rate of pay indicated on the Certificated Employees' Salary Schedule.
- 62.3.3 Compensation for extensions of the certificated work year shall be paid at the employee's per diem rate of pay.
- 62.3.4 Stipends and extensions of the work year shall be clarified on the posting for the special assignment.

### **62.4 Summer Teaching Assignments**

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

Beginning in the 2025-2026 school year, the language above shall be replaced with the following:

Teachers in regular summer programs (e.g., Summer School, Jump Start and Extended School Year (ESY)) will be paid at their individual per diem rate as referenced in Section 59.1, including 30 minutes before and 30 minutes after each student day of summer school. SLPs, OTs, PTs and Audiologists shall be paid \$50 per hour, or the individual's per diem rate if higher, for service in the regular summer programs.

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

- 62.5.1 All activity and leadership assignments are for a school year. Building principals shall submit an initial list of employees recommended for activity and leadership assignments to the Human Resources Office no later than the third Friday in October. A final list of activity and leadership assignments for each building must be submitted by June 1. Stipends of \$600 or less shall be paid in a lump sum in either January, April or July, whichever comes first after completion of the assignment. A notice of the stipends included in the lump sum shall be provided to the employee in the month such payment is made. Stipends greater than \$600 shall be paid in equal installments over the remaining months of the contract year beginning with the month the employee begins working the assignment.
- 62.5.2 All staff requesting ELO funding shall document their ELO request on the negotiated form – “Extended Learning Opportunities and Leadership Assignments Application Form.” Decisions on the distribution of pooled allocations for activity and leadership assignments (Section 62.6.1, 62.7.1, and 62.8.1) are delegated to a building’s certificated staff and administrator(s) in accordance with the site-based decision making model in Section 67.0.
- 62.5.3 Staff FTE used in allocation formulas for activity, athletics and leadership funds shall be measured as of the October count date.
- 62.5.4 This subsection (62.5.4) is suspended for the 2023-24 and 2024-25 school years, and shall resume in the 2025-26 school year unless otherwise amended by mutual agreement. The funds allocated to any activity or leadership assignment that remains unfilled or fails to commence within ten (10) school days of the expected starting date may be reallocated to the general pool allocated for activity and leadership assignments (Section 62.6.1, 62.7.1, and 62.8.1) and distributed in accordance with the site-based decision making model in Section 67.0.
- 62.5.5 At the request of the District or Association, a committee of three (3) representatives from the District and three (3) representatives from the Association shall meet to review the agreed expectations (including basic job descriptions for each stipend identified in the CBA) and compensation for the specifically named activity and leadership assignments in Section 62.6, 62.7, and 62.8.

## **62.6 Extended Learning Opportunities and Leadership Assignments – Elementary**

- 62.6.1 Each elementary school shall be allocated \$1100 per certificated staff FTE assigned to the building to compensate certificated employees for collegial planning, building leadership positions and extended learning opportunities (including health and fitness, core academics, and educational enrichment)

for students at all levels of achievement. All stipends paid from this allocation shall be paid at the certificated hourly rate described in Section 59.2 or via an honorarium, as approved by staff in the building.

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

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

Except for the 2023-24 and 2024-25 school years, individuals with five (5) or more years' experience in an activity listed in subsection (62.6.2) will be paid an additional \$500. In the case of itinerants with more than one building assignment, only one experience stipend may be earned.

**62.7 Extended Learning Opportunities and Leadership Assignments – Middle School**

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

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

Activity Coordinator -----	\$2,100
Band Director -----	\$2,100
Choir Director -----	\$1,500
Dean -----	\$2,100
Drama Director/Advisor (per production, max 2 per year funded) -	\$1,500
Equity Lead (split between two leads) -----	\$2,100
Jazz Club Advisor -----	\$6,500
New Student Orientation & Mentoring -----	\$2,600
Orchestra Director -----	\$1,500
*Robotics/Engineering -----	\$2,100

Student Study Team -----	\$5,000
Teacher Librarian -----	\$2,100

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

Except for the 2023-24 and 2024-25 school years, individuals with five (5) or more years' experience in an activity listed in this subsection (62.7.2) will be paid an additional \$500.

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

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

For the 2023-24 and 2024-25 school years:

10-24 sections per semester -----	\$1,500 per semester
25-34 sections per semester -----	\$1,875 per semester
35+ sections per semester -----	\$2,250 per semester
Special Education -----	\$2,250 per semester

For the 2023-24 and 2024-25 school years, the number of department head meetings shall be reduced by one.

For the 2025-26 school year and thereafter:

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

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

**62.8 Extended Learning Opportunities and Leadership Assignments – High School**

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

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

Activity Coordinator -----	\$6,500
Annual Advisor -----	\$4,000
Athletic Director -----	\$6,500
Band Director -----	\$6,500
Assistant Band Director-----	\$2,100
Choir Director-----	\$2,600
Class Advisor – Freshman -----	\$2,100
Class Advisor – Sophomore -----	\$2,100
Class Advisor – Junior -----	\$2,100
Class Advisor – Senior -----	\$2,100
*Culinary Arts-----	\$4,000
Dean -----	\$6,500
*DECA -----	\$4,000
Drama Director/Advisor (per production, max 2 per year funded) -	\$4,500
Equity Lead (split between two leads) -----	\$2,100
Literary Arts Magazine -----	\$2,100
National Honor Society Advisor -----	\$1,500
New Student Orientation & Mentoring -----	\$2,600
Newspaper -----	\$4,000
Orchestra Director -----	\$2,600
*Robotics/Engineering -----	\$4,000
Student Study Team -----	\$5,000
Teacher Librarian -----	\$2,100
*Video Production -----	\$4,000

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

Except for the 2023-24 and 2024-25 school years, individuals with five (5) or more years’ experience in an activity listed in this subsection (62.8.2) will be paid an additional \$500.

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

For the 2023-24 and 2024-25 school years:

10-24 sections per semester -----	\$1,500 per semester
25-34 sections per semester -----	\$1,875 per semester
35+ sections per semester -----	\$2,250 per semester
Special Education -----	\$2,250 per semester

For the 2023-24 and 2024-25 school years, the number of department head meetings shall be reduced by one.

For the 2025-26 school year and thereafter:

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

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

**62.9 Extended Learning Opportunities and Leadership Assignments – Additional**

Student Services Leads (2023-24 and 2024-25 school years) -----	\$1,575
Student Services Leads (2025-26 school year and thereafter) -----	\$2,100

In addition, the HEE Program Director shall have the ability to flex up to up to ten (10) days, to offset up to ten (10) days of additional work.

Should the District choose to provide either one or two mentors for employees who are working to obtain National Board Certification, each mentor shall be compensated \$4,000.

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

**62.11 Career and Technical Education (CTE)**

**62.11.1 Program Advisory Chairs**

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

**62.11.2 Program Advisory Meetings**

Teachers will compensated at the Certificated Hourly Rate for verified attendance at Program Advisory Committee meetings. Compensation will not exceed 4.5 total hours per teacher for the year (three, 1.5-hour meetings). Program advisory chairs are compensated hourly for their attendance at meetings, in addition to the stipend for serving as co-chair.

Program Advisory Committee meetings are not required to occur at district facilities.

### **62.11.3 Required Training**

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

### **62.11.4 District-Wide CTE meetings**

With prior approval from the CTE Director, CTE meetings outside the regularly contracted workday will be compensated at the Certificated Hourly Rate.

### **62.11.5 Laboratory Maintenance**

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

### **62.11.6 CTE Course Frameworks and Student Leadership Documents**

For each unique semester-long course, two hours at the Certificated Hourly Rate will be provided to each CTE teacher who maintains their current course frameworks and student leadership documents. When revisions to course frameworks or student leadership documents beyond the annual update are necessary, the district will provide, with pre-approval, release time and/or extra hourly compensation at the Certificated Hourly Rate.

### **62.11.7 Career and Technical Student Organization (CTSO)/Leadership Equivalency**

For purposes of this collective bargaining agreement, both CTSOs and Leadership Equivalencies shall be known as CTE student clubs. No teacher is required to serve as an advisor to a CTE student club. Those teachers serving as advisors to CTE student clubs shall be compensated according to the negotiated stipend schedule in Sections 62.7.2 and 62.8.2 above. Teachers shall have the ability to develop new CTE student clubs, funded through the building ELO allocation outlined in 62.7.1 and 62.8.1. If a club meets the requirements and receives OSPI approval, the District and SEA shall negotiate an appropriate stipend, to be incorporated into the CBA.



### **62.11.8 Competitions**

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

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

Non-student day – per diem rate of pay for each contact hour up to sixteen (16) hours

## **63.0 EXTENDED RESPONSIBILITIES**

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

### **63.2 Counselors**

63.2.1 Each secondary counselor shall be contracted for five (5) additional days beyond the certificated employee's contract year and shall be compensated on a per diem basis on a supplemental contract.

Prior to the 2025-26 school year, each counselor shall have the ability to flex up to five (5) days, to offset up to five (5) days of summer or evening work. The flexed days shall be scheduled by mutual agreement between the counselor and their supervising administrator.

Beginning in the 2025-26 school year, each secondary counselor shall be contracted for ten (10) additional days, and elementary counselors shall be contracted for five (5) additional days beyond the certificated employee's contract year, compensated on a per diem basis on a supplemental contract.

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

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

### **63.3 Support for Students' Mental Health**

- 63.3.1 The parties recognize that school-based mental health support services for students are essential in the provision of a learning environment that allows all staff and students to flourish. Accordingly, certificated employees shall continue to refer students to appropriate outside service providers to receive individual mental health services and support as deemed appropriate by the staff member.
- 63.3.2 The District has identified a qualified community partner to support the offering of school-based mental health services at the high school level to offer individual mental health support services to students at school. Each school shall make available appropriate office space for a community partner to provide confidential mental health counseling to individual students. Certificated employees shall refer students to the partner organization within the school, as well as to other community-based providers, as the staff member deems appropriate to meet the needs of the student.
- 63.3.3 Beginning in the 2021-2022 school year, the District will expand the school-based mental health support services to the middle schools.
- 63.3.4 The District shall evaluate the success, including potential ways to improve services to students, of the community partner mental health service model annually, and share the outcome of that evaluation with SEA leadership no later than the June Labor Management meeting.

### **63.4 Special Programs Educational Staff Associates**

- 63.4.1 A District-employed Speech Language Pathologist (SLP), Occupational Therapist (OT), Physical Therapist (PT), Psychologist, Social Worker, or Audiologist will be offered additional employment opportunities at the employee's per diem rate of pay, or \$50.00 per hour, whichever is higher prior to the District contracting with outside services to cover for an SLP, OT, PT, Psychologist, Social Worker or Audiologist on leave.
- 63.4.2 No Speech Language Pathologist (SLP), Occupational Therapist (OT), Physical Therapist (PT), Psychologist, Social Worker, or Audiologist shall be compelled to take on the assignment or caseload of an absent colleague. A District-employed SLP, OT, PT, Psychologist, Social Worker or Audiologist will be offered additional employment opportunities prior to the District contracting with outside services when such person is asked to provide the normal services of an SLP, OT, PT, Psychologist, Social Worker or Audiologist outside the individual's contract.
- 63.4.3 School Psychologists and Audiologists shall be provided six (6) additional days beyond the employee's contract year on a per diem basis on a supplemental contract. Such additional days will be provided pro-rata,

based on FTE. The scheduling of the extended days offered shall be determined by mutual agreement of the employee and their supervisor. School Psychologists and Audiologists may also flex their work-year schedule, by mutual agreement of the employee and their supervisor, to work additional days during high-demand times (e.g., before the school year) instead of other student or non-student workdays in the regular employee work calendar.

63.4.4 SLPs, OTs and PTs with prior professional experience providing the same type of service to a school-age population as would be expected in their district position which is not counted for salary schedule placement under the state's salary allocation model shall be given a supplemental incentive contract for the difference between the employee's base salary and the salary the employee would receive if such experience was counted. The definition of "years" shall be the same as used for state salary schedule credit. The burden of providing verification of such experience shall remain with the employee, and must be provided within the same timelines as expected for verification of teaching experience. The incentive purpose of the contract is to attract and retain specialists in hard-to-fill positions.

63.5 Support for the Professional Certification Process: The District also provides resources in Section 32.1 for educator selected professional development.

### **63.6 Mentor Program**

A mentor shall be offered to classroom teachers who have received a "Basic" final summative evaluation score, and beginning in the 2025-26 school year to new employees within their first five years of employment in the district, as follows:

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

63.6.2 Mentor teachers who have been asked and agree to work with classroom teachers who have received a "Basic" final summative evaluation score shall be provided a stipend of \$1,500 for the collaborative work involved in each mentor relationship. In addition, beginning in the 2025-26 school year, the \$1,500 stipend will be paid to mentors supporting new employees within their first five years of employment.

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

### **63.7 Classroom Coverage**

Employees who agree, upon the request of the District, to cover classes for an absent certificated employee when a substitute is not available shall be

compensated at the employee's per diem hourly rate for the time spent covering classes.

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

## **64.0 AUTHORIZED PAYROLL DEDUCTION**

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

## **65.0 GROUP INSURANCE**

### **65.1 School Employees Benefit Board (SEBB) Program**

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

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

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

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

65.1.4 Employees are eligible to participate in the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) offered by SEBB. Employees will also have the option of enrolling in a Health Savings Account (HSA) when they select a qualifying High

Deductible Health Plan (HDHP) for their medical insurance. In addition, employees will be able to utilize payroll deduction for any supplemental insurance that they choose to enroll in through SEBB (e.g., increased Life, AD&D, Long-term disability, etc.).

## **65.2 Eligibility**

- 65.2.1 All employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work 630 hours or more in an eligibility year, so long as they maintain an employee/employer relationship. Once eligibility is established, it shall be maintained for the remainder of the eligibility year.
- 65.2.2 Should an employee who previously was not expected to be eligible for benefits under SEBB work 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours.
- 65.2.3 When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year, and there are not enough days remaining in the year to achieve 630 hours, that employee will be provided with benefits coverage.
- 65.2.4 All compensated hours in any position within the district shall count for purposes of establishing eligibility. Part-time employees may document hours worked for extended learning opportunity and leadership assignments described in Section 62.0, and for any other stipend or extended contract in this collective bargaining agreement, to meet benefit eligibility requirements.

## **65.3 Benefit Enrollment and Continuity of Coverage**

- 65.3.1 In the month of September, benefit coverage for eligible employees begins their first day of work, so long as the employee works on or before the first day of school. For all other eligible employees, benefit coverage will begin the first day of the month which follows the employee's first day of work.
- 65.3.2 Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to their first day of work will have uninterrupted benefit coverage if they meet the eligibility requirements above.

## **65.4 Leaves**

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

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

## **65.5 Benefit Termination**

65.5.1 Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive benefits through their final month of employment.

65.5.2 In cases where separation occurs after completion of the student year, benefit coverage will continue through August 31. Any exception shall be requested by the employee, and confirmed by the district.

## **65.6 Substitutes**

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

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

65.8 The District and Association agree to continue participation in a medical reserve trust program on a year-to-year basis for employees separating from employment and eligible for sick leave cash-out under Section 43.10. The District and Association also agree to continue participation in a medical reserve trust program on a year-to-year basis for employees who have accumulated 180 days or more days for sick leave cash-out under Section 43.9.

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

65.10 In recognition that SEBB required the phase-out of negotiated monies the full value of those monies (\$331,379) shall be repurposed to support the addition of middle school deans as described in Section 35.7.2.

## **66.0 INDUSTRIAL INSURANCE COORDINATION**

66.1 Whenever an employee is absent from employment as a result of personal illness or injury sustained in the normal course of employment and in the performance of their duties, the employee shall be paid the difference between the employee's full

salary and that allowed by State industrial insurance compensation. The combined insurance and leave payments cannot total more than the employee's regular contract salary. Any overpayments shall be returned to the District by the employee. No part of such absence shall be charged to sick leave.

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

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

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

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

67.2 The use of professional development funds allocated to buildings will be the subject of the decision making process under Section 67.1.

## **68.0 TECHNOLOGY**

68.1 All certificated staff recognized in Sections 1.1.1 and 1.1.2 of this bargaining agreement shall be issued the current version of the certificated staff laptop. If the

district issues a different device to students, teachers working with students using those devices shall also be offered the device.

- 68.2 No teacher will be required to maintain both a classroom website and a newsletter for the purposes of communicating with their classroom community. No teacher will be required to update a classroom website more frequently than once per month. Elementary teachers who maintain a classroom website shall make paper copies of critical communication available to families without online access upon request.
- 68.3 The District shall provide access to language line and translation services, and work with the Association to define use expectations for communication with families whose primary home language is other than English.
- 68.4 Selection of any uniform, mandated learning management system or student information system that includes a grading utility shall be the subject of a mutual agreement between the Association and the District as memorialized in a memorandum of understanding.
- 68.5 In recognition of the parties' mutual understanding that the quality of teaching and service provided by SEA members is at its best when delivered in person, and that all students in the classroom are impacted when in-person instruction must be modified to accommodate the provision of remote instruction, all efforts will be made to maintain in-person teaching and service delivery models for students. As such, only under certain limited conditions shall any teacher be asked to record their lessons or teach simultaneously in-person and remotely (on camera, recorded or live). Such conditions shall be restricted to the provision of services to students who qualify for Special Education or a 504 plan, and the following conditions will be met:
- 68.5.1 In the event that an IEP team or 504 team decides to accommodate a student's needs with asynchronous recording of instruction, or use of a camera or other technology to allow remote instruction, there must be student need documented in an IEP or 504 plan;
- 68.5.2 There will be an appropriate amount of time for staff to be trained in the operation and use of any technology provided to support students described in 68.5.1, above in the classroom by the IT department and student services department;
- 68.5.3 No audio or video that is recorded or otherwise captured shall be used for evaluation purposes without permission of the teacher. Additionally, instruction that has been modified to accommodate the delivery of remote instruction shall not be deemed less than proficient due to those modifications.



- 68.5.4 Certificated staff shall be informed in writing that any audio or video captured with such devices are subject to discovery and FERPA records requests;
- 68.5.5 No audio or video that is recorded or otherwise captured shall be posted to a site or streamed live to anyone other than the accommodated student and teacher; and
- 68.5.6 These accommodations will be monitored and assessed by the IEP or 504 team at least annually to determine ongoing use.
- 68.6 Employees who work in Grades 6-12 shall have access to software to monitor student participation (e.g., “Relay Classroom”, etc.) on request, for use on their own district-provided computer as well as each district-issued student chromebook or computer used in the classroom.
- 68.7 There is mutual recognition that SEA members may use their personal cell phones and other technology in the course of their regular duties. Accordingly, SEA members’ personal devices, accounts, and home networks do not become part of the District’s network if they are performing official duties on behalf of the District, and if they are following the District’s Technology Guidelines, which the parties shall reaffirm annually.
  - 68.7.1 In the event the District receives a Public Records Act request for documents, records or other information created on, stored by, posted from or otherwise associated with an employee’s personal device used to conduct district business, the District will notify the employee of the request and give parameters to the employee to conduct a search of their own device for responsive materials. The employee may be asked to sign a sworn attestation, setting forth the method of the search conducted and identifying the responsive documents located as a result of the search. The employee will search their device as requested or may ask a district representative to conduct the search on their behalf. The District or its agents will not take possession of or conduct a search of an employee’s personal device without the employee’s consent.
  - 68.7.2 The District reserves the right to require an employee to conduct follow-up searches of their personal device or account when the District determines that such follow-up searches are necessary for the District to comply with its obligations under the Public Records Act.
- 68.8 Prior to a new curriculum adoption, the adoption committee and technology department shall be made aware of the technology required to support implementation of that curriculum. The field test of the adoption shall identify the technology requirements for successful implementation. For any online component of the curriculum that the adoption committee identifies as a requirement for successful implementation, the classroom will be equipped with a computer or

equivalent device for each student. Teachers who use online curriculum or materials shall have access to computers or equivalent devices to support their students. Each student in Grades 3-12 shall have a device for student use at a ratio of 1:1.

## **69.0 SAFETY AND EMERGENCY PREPAREDNESS**

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

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

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

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

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

- CPR
- Basic First Aid

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

### **69.7 Safety Committee**

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

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

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

- a. The number of employee-elected members must equal or exceed the number of employer-selected members.
- b. The term of employee-elected members must be a maximum of one year. (There is no limit to the number of terms a representative can serve.)
- c. If there is an employee-elected member vacancy, a new member must be elected prior to the next scheduled meeting.
- d. Has an elected chairperson.
- e. Determines how often, when, and where, the safety committee will meet.

69.7.4 The safety committee will cover the following topics:

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

#### **69.7.5 Meeting Records**

- a. Minutes shall be prepared from each safety committee meeting that takes place.
- b. Minutes shall be preserved for one year.
- c. Minutes shall be made available for review by safety and health consultation personnel of the Department of Labor and Industries.

- d. The committee shall determine the frequency and duration of the meetings, so long as they maintain compliance with their charge. If the committee cannot agree on the frequency and duration of their meetings, the Department of Labor and Industries' regional safety consultation representative shall be consulted for recommendations.

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

**70.0 DURATION OF AGREEMENT**

70.1 This Collective Bargaining Agreement shall be effective as of September 1, 2023, and continue in effect until August 31, 2025.


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

70.3 During the term of this Agreement, the parties agree to reopen the collective bargaining agreement to address Appendix C – Glossary and Word Usage. In addition, the Agreement shall be reopened to negotiate any implementation of the Dual Language program at the Middle School and High School, in advance of program implementation at each new grade level.


Ratified by the Shoreline Education Association and the Shoreline Board of Directors

Dated this 28<sup>th</sup> day of November, 2023.

SHORELINE EDUCATION ASSOCIATION

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

SHORELINE SCHOOL DISTRICT #412

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

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

**APPENDIX A – 2023-24 SEA CERTIFICATED SALARY SCHEDULE**

3.7% IPD and 1% additional

also includes temporary suspension of 2 days of TRI Time (from 8 days to 6 days)

Years of Service	BA	BA+15	BA+30	BA+45	BA+90/ MA+0	MA+45	MA+90/ PhD	
0	59,624	60,888	62,180	63,500	64,845	66,221	67,627	Base (180 days)
	1,987	2,030	2,073	2,117	2,162	2,207	2,254	TRI Time (6 days)
	10,971	11,204	11,440	11,683	11,931	12,185	12,444	TRI Responsibility
	<b>72,582</b>	<b>74,122</b>	<b>75,693</b>	<b>77,300</b>	<b>78,938</b>	<b>80,613</b>	<b>82,325</b>	<b>Total Compensation</b>
1	61,650	62,958	64,294	65,658	67,051	68,473	69,925	Base (180 days)
	2,055	2,099	2,143	2,189	2,235	2,282	2,331	TRI Time (6 days)
	11,343	11,584	11,830	12,080	12,337	12,600	12,867	TRI Responsibility
	<b>75,048</b>	<b>76,641</b>	<b>78,267</b>	<b>79,927</b>	<b>81,623</b>	<b>83,355</b>	<b>85,123</b>	<b>Total Compensation</b>
2	63,747	65,099	66,480	67,891	69,330	70,800	72,302	Base (180 days)
	2,125	2,170	2,216	2,263	2,311	2,360	2,410	TRI Time (6 days)
	11,729	11,978	12,232	12,492	12,757	13,027	13,304	TRI Responsibility
	<b>77,601</b>	<b>79,247</b>	<b>80,928</b>	<b>82,646</b>	<b>84,398</b>	<b>86,187</b>	<b>88,016</b>	<b>Total Compensation</b>
3	65,913	67,313	68,740	70,199	71,687	73,208	74,760	Base (180 days)
	2,197	2,244	2,291	2,340	2,390	2,440	2,492	TRI Time (6 days)
	12,129	12,385	12,647	12,916	13,191	13,470	13,755	TRI Responsibility
	<b>80,239</b>	<b>81,942</b>	<b>83,678</b>	<b>85,455</b>	<b>87,268</b>	<b>89,118</b>	<b>91,007</b>	<b>Total Compensation</b>
4	68,154	69,602	71,078	72,586	74,126	75,697	77,303	Base (180 days)
	2,272	2,320	2,369	2,420	2,471	2,523	2,577	TRI Time (6 days)
	12,540	12,806	13,079	13,355	13,638	13,928	14,223	TRI Responsibility
	<b>82,966</b>	<b>84,728</b>	<b>86,526</b>	<b>88,361</b>	<b>90,235</b>	<b>92,148</b>	<b>94,103</b>	<b>Total Compensation</b>
5	70,473	71,968	73,495	75,052	76,644	78,270	79,931	Base (180 days)
	2,349	2,399	2,450	2,502	2,555	2,609	2,664	TRI Time (6 days)
	12,967	13,243	13,523	13,810	14,102	14,401	14,707	TRI Responsibility
	<b>85,789</b>	<b>87,610</b>	<b>89,468</b>	<b>91,364</b>	<b>93,301</b>	<b>95,280</b>	<b>97,302</b>	<b>Total Compensation</b>
6	72,869	74,416	75,993	77,605	79,251	80,931	82,648	Base (180 days)
	2,429	2,481	2,533	2,587	2,642	2,698	2,755	TRI Time (6 days)
	13,408	13,691	13,982	14,279	14,581	14,890	15,208	TRI Responsibility
	<b>88,706</b>	<b>90,588</b>	<b>92,508</b>	<b>94,471</b>	<b>96,474</b>	<b>98,519</b>	<b>100,611</b>	<b>Total Compensation</b>
7	75,347	76,946	78,577	80,243	81,944	83,684	85,458	Base (180 days)
	2,512	2,565	2,619	2,675	2,731	2,789	2,849	TRI Time (6 days)
	13,864	14,157	14,458	14,765	15,079	15,397	15,724	TRI Responsibility
	<b>91,723</b>	<b>93,668</b>	<b>95,654</b>	<b>97,683</b>	<b>99,754</b>	<b>101,870</b>	<b>104,031</b>	<b>Total Compensation</b>
8	77,909	79,561	81,249	82,972	84,732	86,530	88,362	Base (180 days)
	2,597	2,652	2,708	2,766	2,824	2,884	2,945	TRI Time (6 days)
	14,335	14,640	14,950	15,266	15,590	15,921	16,259	TRI Responsibility
	<b>94,841</b>	<b>96,853</b>	<b>98,907</b>	<b>101,004</b>	<b>103,146</b>	<b>105,335</b>	<b>107,566</b>	<b>Total Compensation</b>
9		82,266	84,011	85,793	87,611	89,471	91,368	Base (180 days)
		2,742	2,800	2,860	2,920	2,982	3,046	TRI Time (6 days)
		15,139	15,458	15,787	16,120	16,463	16,811	TRI Responsibility
		<b>100,147</b>	<b>102,269</b>	<b>104,440</b>	<b>106,651</b>	<b>108,916</b>	<b>111,225</b>	<b>Total Compensation</b>
10			86,868	88,709	90,591	92,512	94,475	Base (180 days)
			2,896	2,957	3,020	3,084	3,149	TRI Time (6 days)
			15,984	16,322	16,670	17,023	17,384	TRI Responsibility

			105,748	107,988	110,281	112,619	115,008	Total Compensation
Years of Service	BA	BA+15	BA+30	BA+45	BA+90/ MA+0	MA+45	MA+90/ PhD	
11				91,726	93,670	95,657	97,686	Base (180 days)
				3,058	3,122	3,189	3,256	TRI Time (6 days)
				16,877	17,236	17,600	17,975	TRI Responsibility
				<b>111,661</b>	<b>114,028</b>	<b>116,446</b>	<b>118,917</b>	<b>Total Compensation</b>
12				94,845	96,856	98,910	101,008	Base (180 days)
				3,162	3,229	3,297	3,367	TRI Time (6 days)
				17,451	17,821	18,201	18,586	TRI Responsibility
				<b>115,458</b>	<b>117,906</b>	<b>120,408</b>	<b>122,961</b>	<b>Total Compensation</b>
13				100,150	102,274	104,443		Base (180 days)
				3,338	3,409	3,481		TRI Time (6 days)
				18,427	18,818	19,217		TRI Responsibility
				<b>121,915</b>	<b>124,501</b>	<b>127,141</b>		<b>Total Compensation</b>
14				103,555	105,751	107,993		Base (180 days)
				3,452	3,525	3,600		TRI Time (6 days)
				19,055	19,458	19,871		TRI Responsibility
				<b>126,062</b>	<b>128,734</b>	<b>131,464</b>		<b>Total Compensation</b>
15				107,075	109,346	111,665		Base (180 days)
				3,569	3,645	3,722		TRI Time (6 days)
				19,702	20,120	20,546		TRI Responsibility
				<b>130,346</b>	<b>133,111</b>	<b>135,933</b>		<b>Total Compensation</b>
16 & over				110,716	113,064	115,463		Base (180 days)
				3,691	3,769	3,849		TRI Time (6 days)
				20,371	20,804	21,245		TRI Responsibility
				<b>134,778</b>	<b>137,637</b>	<b>140,557</b>		<b>Total Compensation</b>
<b>Amounts are based on 1.0 FTE for the full 180-day school year.</b>								

## APPENDIX B-1 – 2023-24 CALENDAR

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

\* altered workday (other than Early Release Wednesday): see notes on right  
     schools closed           non-student workday

**Designated Dates**

- Jul 3 Additional Independence Day Holiday (Certain Shoreline CBAs)
- Aug 14 \* School offices open to the public
- Aug 30 P/D Non-Student SEA Staff Work Day
- Aug 31 I/P Non-Student SEA Staff Work Day
- Sep 1 P/I Non-Student SEA Staff Work Day
- Sep 4 Labor Day (federal holiday)
- Sep 5 I/I Non-Student SEA Staff Work Day
- Sep 6 First day of School Grades 1 through 12**
- Sep 6 - 8 WaKIDS Conferences with Kindergarten parents, no school for kindergarten students
- Sep 11 First day of School for Kindergarten Studer**
- Sep 13 First Early Release Wednesday - all students rele:
- Oct 30 - Nov 3 \* Half Day Release for Elementary Parent Conferences
- Nov 1 Half-Day Release for Elementary Students; regular Early Release work day for Staff
- Nov 3 End of 1st Quarter (secondary - 43 days)
- Nov 10 Veterans Day (federal holiday)
- Nov 22 \* Half-Day Release for all students and SEA Certificated Staff
- Nov 23 - 24 Thanksgiving Break (federal holiday plus one additional day)
- Dec 25 - Jan 5 Winter Break (Federal New Year's Holiday is Jan. 1st)
- Jan 15 Martin Luther King Jr. Day (federal holiday)
- Jan 26 End of 1st Semester - 89 days (and end of 2nd Quarter-Secondary - 46 days)
- Jan 29 I/I Non-Student Grading Day; no school for all students
- Jan 30 First day of second semester
- Feb 19 President's Day (federal holiday)
- Feb 19 - 23 Mid-Winter Break
- Mar 4 - 7 \* Half Day Release for Elementary Parent Conferences
- Mar 6 Half-Day Release for Elementary Students for Parent Conferences; regular Early Release work day for Secondary Staff
- Mar 8 \* Half-Day Release for Elementary Students and Elementary SEA Cert Staff
- Apr 5 End of 3rd Quarter (secondary - 44 days)
- Apr 22 - 26 Spring Break: No School, non-work days for staff on school-year based work calendars
- May 27 Memorial Day (federal holiday)
- Jun 10 I/I Non-Student Grading Day; no school for all students
- Jun 19 Juneteenth (federal holiday)
- Jun 21 \* Likely last day of school; Half-day release for all students - 91 days (end of 4th Quarter - 47 days)**
- Jun 24 School make-up day if needed, please refer to note 1 below

- PLEASE NOTE:**
- 1) School make-up days are anticipated to be scheduled in the following order as needed: 6/10, 6/24 and subsequent days
  - 2) There are 30 anticipated Early Release Wednesdays in this school year (20 I, 10 A)
  - 3) Designated Use Codes for Release Days:
    - C Collegial Time
    - P Principal Time
    - D District Time
    - A Administrative Time
    - I Individual Time
  - 4)      Indicates First Day of School, First Day of Second Semester
  - 5) Buildings may use the site-based decision-making process in Section 67.2 of the CBA to:
    - Reschedule Individual, Collegial and/or Administrative Principal time without seeking a waiver so long as all members' rights to their negotiated time is protected.
    - Choose an evening conference period(s) in both November and March on either Tuesday and Thursday if two evenings are chosen, or Tuesday evening or Thursday evening if one evening is chosen.

## APPENDIX B-2 – 2024-25 CALENDAR

Shoreline Public Schools 2024-2025 SCHOOL CALENDAR									
2024					2025				
MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI
<b>JULY</b>					<b>JANUARY</b>				
1	2	3	4	5	6	7	8	9	10
8	9	10	11	12	13	14	15	16	17
15	16	17	18	19	20	21	22	23	24
22	23	24	25	26	27	28	29	30	31
29	30	31							
<b>AUGUST</b>					<b>FEBRUARY</b>				
			1	2	3	4	5	6	7
5	6	7	8	9	10	11	12	13	14
12 *	13	14	15	16	17	18	19	20	21
19	20	21	22	23	24	25	26	27	28
26	27	28	29	30					
<b>SEPTEMBER</b>					<b>MARCH</b>				
2	3	4	5	6	3 *	4 *	5 *	6 *	7 *
9	10	11	12	13	10	11	12	13	14
16	17	18	19	20	17	18	19	20	21
23	24	25	26	27	24	25	26	27	28
30					31				
<b>OCTOBER</b>					<b>APRIL</b>				
	1	2	3	4	7	8	9	10	11
7	8	9	10	11	14	15	16	17	18
14	15	16	17	18	21	22	23	24	25
21	22	23	24	25	28	29	30		
28	29	30	31						
<b>NOVEMBER</b>					<b>MAY</b>				
			1		5	6	7	8	9
4 *	5 *	6 *	7 *	8 *	12	13	14	15	16
11	12	13	14	15	19	20	21	22	23
18	19	20	21	22	26	27	28	29	30
25	26	27 *	28	29					
<b>DECEMBER</b>					<b>JUNE</b>				
2	3	4	5	6	2	3	4	5	6
9	10	11	12	13	9	10	11	12*	13
16	17	18	19	20	16	17	18	19	20
23	24	25	26	27	23	24	25	26	27
30	31								
					Total Student Days 180				

\* altered workday (other than Early Release Wednesday): see notes on right  
 schools closed       non-student workday

### Designated Dates

- Jul 4 Independence Day Holiday (federal holiday)
- Jul 5 Additional Independence Day Holiday (Certain Shoreline CBAs)
- Aug 12 \* *School offices open to the public*
- Aug 21 P/D Non-Student SEA Staff Work Day
- Aug 22 I/P Non-Student SEA Staff Work Day
- Aug 23 P/I Non-Student SEA Staff Work Day
- Aug 26 I/I Non-Student SEA Staff Work Day
- Aug 27 First day of School Grades 1 through 12**
- Aug 27 - 29 WaKIDS Conferences with Kindergarten parents,
- Aug 30 First day of School for Kindergarten Students**
- Sep 2 Labor Day (federal holiday)
- Sep 11 First Early Release Wednesday - all students released 100 minutes before normal end of school day
- Nov 1 *End of 1st Quarter (secondary - 48 days)*
- Nov 4 - 8 \* Half Day Release for Elementary Parent Conferences
- Nov 6 Half-Day Release for Elementary Students; regular Early Release work day for Staff
- Nov 11 Veterans Day (federal holiday)
- Nov 27 \* Half-Day Release for all students and SEA Certificated Staff
- Nov 28 - 29 Thanksgiving Break (federal holiday plus one additional day)
- Dec 23 - Jan 3 Winter Break (Federal New Year's Holiday is Jan. 1st)
- Jan 17 *End of 1st Semester - 90 days (and end of 2nd Quarter-Secondary - 42 days)*
- Jan 20 Martin Luther King Jr. Day (federal holiday)
- Jan 21 I/I Non-Student Grading Day; no school for all students
- Jan 22 First day of second semester
- Feb 17 President's Day (federal holiday)
- Feb 17 - 21 Mid-Winter Break
- Mar 3 - 6 \* Half Day Release for Elementary Parent Conferences
- Mar 5 Half-Day Release for Elementary Students for Parent Conferences; regular Early Release work day for Secondary Staff
- Mar 7 \* Half-Day Release for Elementary Students and Elementary SEA Cert Staff
- Mar 28 *End of 3rd Quarter (secondary - 43 days)*
- Apr 21 - 25 Spring Break: No School, non-work days for staff on school-year based work calendars
- May 26 Memorial Day (federal holiday)
- Jun 2 I/I Non-Student Grading Day; no school for all students
- Jun 12 \* Likely last day of school; Half-day release for all students - 90 days (end of 4th Quarter - 47 days)**
- Jun 19 Juneteenth (federal holiday)
- Jun 20 School make-up day if needed, please refer to note 1 below

- PLEASE NOTE:**
- 1) School make-up days are anticipated to be scheduled in the following order as needed: 6/2, 6/13 and subsequent days
  - 2) There are 30 anticipated Early Release Wednesdays in this school year (20 I, 10 A)
  - 3) Designated Use Codes for Release Days:
    - C Collegial Time
    - P Principal Time
    - D District Time
    - A Administrative Time
    - I Individual Time
  - 4)  Indicates First Day of School, First Day of Second Semester
  - 5) Buildings may use the site-based decision-making process in Section 67.2 of the CBA to:
    - Reschedule Individual, Collegial and/or Administrative Principal time without seeking a waiver so long as all members' rights to their negotiated time is protected.
    - Choose an evening conference period(s) in both November and March on either Tuesday and Thursday if two evenings are chosen, or Tuesday evening or Thursday evening if one evening is chosen.



## APPENDIX C – GLOSSARY AND WORD USAGE

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

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

**ACT** – the Education Employment Relations Act, RCW 41.59.

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

**ASSOCIATION** – the Shoreline Education Association as constituted.

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

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

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

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

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

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

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

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

**CONTRACT YEAR** – the number of days included in the employee’s base contract under Section 17.1.

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

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

**DISTRICT** – the Shoreline School District No. 412.

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

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

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

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

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

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

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

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

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

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

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

### **TERMS RELATED TO SHARED DECISION MAKING**

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

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

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

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

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

- a. Define jurisdictional issues, recognizing that the final decision rests with those legally and professionally responsible;
- b. An explanation of the process for making the decision before the process begins;
- c. Define whether input or influence will be sought as to “how” and “from whom”;
- d. Use the tenets of shared decision making;
- e. In alignment with the preamble of this collective bargaining agreement, before a decision is made, consider who is present in any discussion and who is not, and maintain an active commitment to ensure the impact on stakeholders will influence a decision;
- f. Analyze the impact of potential decisions on a school and on the system;
- g. Seek input from central office, employee groups, community members, or other experts who can offer information;
- h. Publicize the process; and
- i. In alignment with the preamble, reflect and evaluate the outcome’s ultimate impact on equity and provide an opportunity to revise the decision to assure equity is advanced.

Jurisdictional examples of site-based decision making which is both system-wide and site-based may include: Curriculum process; Instruction (room assignments, teaching assignments, teaching

models – multi-age, blocking, looping, etc.; scheduling); Hiring (including site administrators); Budget; Meetings; and Contract issues (input sought, but decided by those under contract).

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

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

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

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

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

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

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

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

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

**ANCHOR GROUP** – is comprised of the four representatives cited above.

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

## APPENDIX D – CERTIFICATED SUBSTITUTES ADDENDUM

### 1.0 RECOGNITION

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

### 2.0 DEFINITIONS

#### 2.1 Regular Daily Substitute

A “Regular Daily Substitute” is defined as a person who is employed as a substitute for bargaining unit members in any single assignment less than thirty (30) days.

#### 2.2 Senior Daily Substitute

Substitutes who are retired from public school employment are considered “Senior Daily Substitutes.”

### 3.0 COMPENSATION

#### 3.1 Daily Substitutes

- 3.1.1 In order to maintain competitive substitute rates of pay, the District will annually survey the substitute rates of pay for positions the most equivalent to those referenced in Sections 2.1 and 2.2 above, in Edmonds, Northshore, Seattle, and Shoreline. The results of the survey will be used to set the substitute rates of pay for the subsequent year, such that Shoreline’s substitute rates of pay shall be ranked no lower than second amongst the four survey districts.
- 3.1.2 The substitute rate schedule based on the annual survey described in Section 3.1.1 above shall be confirmed annually in a letter of agreement signed by the District and Association and subsequently published on the District website. The schedule shall include a full day rate, an early-release Wednesday rate (75% of the full day rate), and a half-day rate (50% of the full day rate). The schedule shall include rates for both regular daily substitutes as defined in Section 2.1 and senior daily substitutes as defined in Section 2.2.
- 3.1.3 Rates of pay for Mondays and Fridays shall be increased by an additional \$25 per day in recognition of the increased likelihood of a substitute shortage on these days of the week.
- 3.1.4 Daily Substitute employees shall be paid a \$500 bonus after working fifty (50) full, early-release Wednesday, or half-day assignments in a school

year, and for each fifty (50) full, early-release Wednesday, or half day assignments worked thereafter, up to a total of \$1,500 in potential substitute bonus earnings per school year. Two half-day assignments worked in one day shall count as two separate assignments for purposes of bonus eligibility.

- 3.2 A substitute will be employed on a leave replacement contract with salary and TRI compensation based on the substitute employee's credits and years of experience when the District expects the substitute to replace a regular employee in the same position for at least thirty (30) school days. In such instances that a substitute works in a position for thirty (30) days or more and has not initially been placed on a leave replacement contract, the leave replacement rate of pay shall be paid retroactively to the first day of the assignment. Substitutes employed on a leave replacement contract shall be contracted for the FTE of the position they are filling.

#### **4.0 ASSOCIATION MEMBERSHIP**

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

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

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

## **6.0 WORKDAY**

- 6.1 Substitutes may be assigned for a half-day, defined as four (4) hours, or a full-day, defined as eight (8) hours. Full-day assignments include a thirty (30) minute, duty-free, uninterrupted lunch time. On early-release Wednesdays only, substitutes may be assigned for a six (6) hour early-release Wednesday shift, or a four (4) hour half-day shift. All substitute shifts shall be assigned in accordance with guidelines issued by the Department of Human Resources.
- 6.2 Activities outside regular classroom work are the responsibility of all members of the faculty. Substitutes will be expected to perform all responsibilities that would have been expected of the regular employee during the normal workday of the position being filled. Such activities do not include extracurricular contract assignments.
- 6.3 A substitute who is erroneously called by the District and reports for duty as assigned may choose to remain at the building on an alternate assignment designated by a building administrator for one-half (1/2) day, providing he/she cannot be immediately reassigned by the Substitute Office, and shall be paid at the half-day rate.
- 6.4 Substitutes working in a long-term assignment as defined in Section 3.2 will be paid to work the non-student supplemental workdays falling within the long-term assignment.

## **7.0 TRAINING AND TECHNOLOGY**

- 7.1 The District shall provide at least one (1) half-day substitute workshop per year. Each substitute employee shall be paid \$75 to attend one of these workshops each year. Substitutes may attend other professional development offerings on a space available basis as determined by the District. Substitutes who achieve the first level of the bonus described in 3.1.4 will be paid an additional \$75.00 if they have also completed the District's annual mandatory Safe Schools training prior to earning the bonus.
- 7.2 Daily substitutes shall be provided with a laptop checked out at the school, designated for daily substitute use. Substitutes who are employed on a leave replacement contract per Section 3.2 above shall be provided with a certificated staff laptop and a back up hard drive. Substitutes on leave replacement contracts will be assigned an individual district email address. Daily substitutes will be provided access to a school-based general substitute email address.

## **8.0 ASSIGNMENT AND INTERVIEW CONSIDERATIONS**

### **8.1 Assignments**

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

## **8.2 Interview Considerations**

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

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

## **9.0 PERSONNEL FILES**

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

## **10.0 DISCIPLINE OF STUDENTS**

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

## **11.0 SICK LEAVE**

- 11.1 In alignment with RCW 49.46.210, substitutes shall accrue one (1) hour of sick leave for every forty (40) hours worked, and shall have the ability to use leave in one (1) hour increments.
- 11.2 Leave usage may commence beginning on the 90<sup>th</sup> calendar day of employment, whether the substitute has worked in regular daily or senior daily substitute positions. Employees on a leave replacement contract shall accumulate leave as described in Section 43.0 of the collective bargaining agreement.
- 11.3 Leave days shall be available to be used for the purposes of caring for their health needs or the health needs of their family members. In addition, the leave may be used if the employee's child's school or place of care has been closed for any health-related reason.
- 11.4 Substitute employees are entitled to accrue and use paid sick leave once they reach 90 calendar days of employment. Substitute employees are entitled to use accrued sick leave when they are required by the District to work. Substitute employees are required to work when there is a reasonable expectation that the employee will be in attendance to perform work duties. In order to request leave, the substitute must



contact the Substitute Coordinator to provide notification of leave utilization. The District shall encourage substitutes to provide at least forty-eight (48) hours notice when they intend to utilize sick leave.

- 11.5 A maximum of 40 hours of unused leave may be carried over from one school year to the next.
- 11.6 Substitutes shall be able to track leave accumulation and usage using Skyward/Employee Access, and the District will notify the employee on their monthly pay warrant the amount of leave available for use.
- 11.7 In cases when a substitute separates from employment and is rehired within 12 months, unused leave shall be reinstated.

## **12.0 INSURANCE**

- 12.1 Substitutes are eligible for health insurance under the rules and regulations of the School Employees Benefits Board (SEBB). Currently, substitutes are eligible for a full insurance package when they are reasonably anticipated to work 630 hours in a school year.
- 12.2 Health insurance packages sponsored by SEBB require monthly contributions from employees. Payments for such contributions will be deducted from monthly earnings. If a substitute employee has no earnings for a month, the substitute may be required to remit timely payment to the District.

## **13.0 NON-DISCRIMINATION**

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

## **14.0 GRIEVANCES**

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

## **14.2 Step I**

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

## **14.3 Step II**

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

## **15.0 SUBSTITUTE COUNSELOR COVERAGE**

15.1 Counselors may request using the Aesop system. Eligibility for substitute coverage shall begin on the third (3<sup>rd</sup>) consecutive day of absence or anticipated absence.

**APPENDIX D-1 – SUBSTITUTE PAY RATES**

	<b>8 hours</b>	<b>4 hours</b>
Regular Substitute Rate	\$233	\$116.50
Senior Substitute Rate	\$259	\$129.50
Monday & Friday Regular Substitute Rate	\$258	\$129
Monday & Friday Senior Substitute Rate	\$284	\$142
	<b>6 hours</b>	<b>4 hours</b>
Early Release Wednesday Regular Substitute Rate	\$174.75	\$116.50
Early Release Wednesday Senior Substitute Rate	\$194.25	\$129.50
30+ Consecutive Days in Same Assignment	placement on salary schedule	

Daily Substitute employees shall be paid a \$500 bonus after working fifty (50) full, early-release Wednesday, or half-day assignments in a school year, and for each fifty (50) full, early-release Wednesday, or half day assignments worked thereafter, up to a total of \$1,500 in potential substitute bonus earnings per school year. Two half-day assignments worked in one day shall count as two separate assignments for purposes of bonus eligibility.

## **APPENDIX E – CASCADE K-8 COMMUNITY SCHOOL ADDENDUM**

Cascade K-8 Community School (CK8) is a K-8 multi-age, parent-involved, innovative school of choice serving students from the Shoreline School District. Regardless of the location of CK8, for the purposes of this bargaining agreement, it is regarded as an autonomous site with its own site-based decision-making process, and its own separate budget allocations proportional to its student or teacher FTE.

### **1.0 PLANNING TIME**

- 1.1 Planning time shall be allocated for all K-5 teachers at CK8 in the same amount as the elementary allocation model cited in 19.3.3 and 19.3.4, 6-8 teachers according to the middle school model cited in 19.3.2. Planning time will be provided through content area release time as mutually agreed by the District and the Association.

### **2.0 PROFESSIONAL DEVELOPMENT**

- 2.1 The professional development allocation will be available to CK8 the same as for the rest of the District (as cited in 32.1)

### **3.0 CONFERENCE SCHEDULE**

- 3.1 All grade levels shall follow the conference schedule as described in 31.1, unless it places the District out of compliance with instructional minutes or creates additional transportation costs.

### **4.0 OVERLOAD**

- 4.1 Overload remedies shall be applied per the appropriate section of the collective bargaining agreement. The certificated support teacher provided for combination classrooms in Section 35.3.5 shall not be provided.

### **5.0 HIGH IMPACT/INCLUSION**

- 5.1 High impact/inclusion money shall be allocated as for any other building, and Section 38.0 shall apply.

### **6.0 EXTENDED LEARNING OPPORTUNITIES AND LEADERSHIP**

- 6.1 Extended Learning Opportunities and Leadership funds will be provided on a per FTE basis for all certificated staff at the site per the elementary formula in Section 62.6.1.
- 6.2 Teaching staff are expected to participate in overnight camps scheduled as part of the CK8 program offerings. Staff who cannot attend will work with the CK8 administrator to provide camp coverage, and will be required to work a regular schedule as directed by Human Resources. Leaves apply.

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

Overnight Camp Coordination Teams -----	\$6,000
Band Director -----	\$500
Dean -----	\$2,100
Equity Lead -----	\$1,000
Field Day Coordinator -----	\$500
Orchestra Director -----	\$500
*Robotics/Engineering -----	\$2,100
State Testing Coordinator -----	\$1,000
Student Study Team -----	\$5,000
Teacher Librarian -----	\$2,100

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

Except for the 2023-24 and 2024-25 school years, individuals with five (5) or more years of experience in an activity listed in this subsection will be paid an additional \$500.

6.4 This subsection (6.4) is suspended for the 2023-24 and 2024-25 school years, and shall resume in the 2025-26 school year unless otherwise amended by mutual agreement. Except as noted above for CTE, the funds allocated to any activity or leadership assignment in 6.2 above that remains unfilled or fails to commence within ten (10) school days of the expected starting date may be reallocated to the general pool allocated for activity and leadership assignments at the CK8 site and will be distributed in accordance with the site-based decision-making model in Section 67.0.

**7.0 KINDERGARTEN**

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

**8.0 STATUS OF ADDENDUM**

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

## APPENDIX F – SUPPLEMENTAL ACADEMIC SUPPORT (SAS)

### Supplemental Academic Support Goals

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

### Potential Uses of Supplemental Academic Support (SAS) Time

SAS Focus	Definition/Guidelines
Reinforcement	<ul style="list-style-type: none"> <li>• Assistance with studies that are taking place in current classes.</li> <li>• Helping students in current courses who may not understand a particular concept or lesson.</li> </ul>
Targeted Intervention	<ul style="list-style-type: none"> <li>• Additional or different instruction to that which is offered to all students in a particular class.</li> </ul>
Enrichment & Credit Bearing Classes	<ul style="list-style-type: none"> <li>• Classes or workshops.</li> </ul>
School/Community Connection	<ul style="list-style-type: none"> <li>• Activities intended to connect students to their school or community.</li> </ul>

### Options for Potential Uses of Supplemental Academic Support (SAS) Time

1. Targeted Intervention
  - a. Small Groups That Are Fluid (Teacher By Teacher
  - b. More Formal, Assigned Support Class
  - c. Students Assigned Based On Grades Or Standards
  - d. Special Education Students
2. Workshops (short term, non-credit)
  - a. Study Skills
  - b. Test Prep
  - c. Writer Workshop
  - d. IEP Time To Provide Ability To Take Extra Elective For Some Students
  - e. Wellness
3. Self-selected /student driven time
  - a. Go to teachers based on need for additional assistance, or due to missed assignments
4. Study hall time – staff supervised

5. Community connectedness
  - a. Wellness
  - b. Community
  - c. Student Connectedness
  - d. Teacher Check-In (Maybe Reframe)
6. Guidance curriculum
7. Student Interest groups/Clubs
8. School wide nuts & bolts
  - a. Assemblies
  - b. Building Safety
  - c. Handbook
  - d. Elections
  - e. Naviance
  - f. Announcements
  - g. Student Government
  - h. Tech Training
  - i. Emergency Trainings/Drills
9. Culminating projects
10. Classes (credit assigned)
  - a. Consensus reached that we will table for 2014-2015
  - b. Keep this on the list for consideration in 2015-2016 portion of pilot
  - c. Need to do further work regarding logistics (costs, credit implications, contact time, etc.)

## **APPENDIX G – JUST AND SUFFICIENT CAUSE**

### **WHAT DOES "JUST CAUSE" MEAN?**

The concept of “just cause” (mentioned in Section 30.4.2) requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators have articulated many definitions and explanations of “just cause” over the years, including, but not limited to the following seven tests:

1. Did the employer give the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?
2. Was the employer's rule or managerial order reasonably related to the orderly, efficient, and safe operation of the business?
3. Did the employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Was the employer's investigation conducted fairly and objectively?
5. At the investigation, did the 'judge' obtain substantial evidence or proof that the employee was guilty as charged?
6. Has the employer applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
7. Was the degree to which discipline was administered by the employer in a particular case reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in his or her service with the employer?

### **WHAT DOES “SUFFICIENT CAUSE” MEAN?**

The concept of “sufficient cause” (mentioned in Section 30.4.2) applies to any discharge or other adverse effect on a certificated employee’s contract (RCW 28A.400.300) and will be interpreted and applied by a statutory hearing officer in accordance with Washington case law.



## APPENDIX H – CLASSROOM TEACHER EVALUATION FORMS

### Forms for Section 28.0 - Evaluation of Classroom Teachers

H-1: Professional Growth Activities .....	142
H-2: Student Growth Goal Setting Form 3.1 .....	143
H-3: Student Growth Goal Setting Form 6.1 .....	144
H-4: Student Growth Goal Setting Form 8.1 .....	145
H-5: Pre-Observation Conference Questions .....	146
H-6: Post-Observation Conference Questions .....	147

## **H-1: PROFESSIONAL GROWTH ACTIVITIES**

After completing the self-assessment of Professional Practice (including student growth) teacher will answer the following questions no later than September 30<sup>th</sup>. These questions are accessed electronically and answered in the eVAL system.

1. Based on your self-assessment, which component of the Danielson Framework or which State Criterion would you prefer to select as your area of focus? Provide a brief rationale.
  
2. What professional growth activities might you participate in, that could support your area of focus this year?

## H-2: STUDENT GROWTH GOAL SETTING FORM 3.1 (sub-group)

Teacher Name:

Date:

### Part 1: Goal Crafting/Development (Due November 1<sup>st</sup>)

3.1 Subgroup or 6.1 Whole class	Group/class of students
<b>STEP 1: Data Review &amp; Focus</b>	
<b>Data/Context</b> <i>What data or context prompted your goal focus?</i>	
<b>Goal</b> <i>-What is your goal?</i>	
<b>Learning Standard</b> <i>To what standard(s) or significant learning in the content area does this goal relate? What do you want the students to know?</i>	
<b>STEP 2: Identify Measures and Determine Timeframe</b>	
<b>Baseline Measures</b> <i>What measure(s) will be used to determine baseline data in order to accurately assess learning?</i>	
<b>Growth Measures</b> <i>What measures will be used to demonstrate growth and learning?</i>	
<b>Timeframe</b> <i>When will success be measured? What is the instructional time frame?</i>	
<b>STEP 3: Establish Learning Targets</b> <i>(Targets may be developed collaboratively with the principal). Using data regarding students' starting points, identify the targets expected for "high" and "average" growth. Explain how these targets demonstrate ambitious, yet realistic goals.</i>	
<b>High Growth Target</b> <i>Evidence of high growth for all or nearly all students would be:</i>	
<b>Average Growth Target</b> <i>- Clear evidence of growth for most students would be:</i>	

### H-3: STUDENT GROWTH GOAL SETTING FORM 6.1 (whole class)

Teacher Name:

Date:

#### Part 1: Goal Crafting/Development (Due November 1<sup>st</sup>)

3.1 Subgroup or 6.1 Whole class	Group/class of students
<b>STEP 1: Data Review &amp; Focus</b>	
<b>Data/Context</b> <i>What data or context prompted your goal focus?</i>	
<b>Goal</b> <i>-What is your goal?</i>	
<b>Learning Standard</b> <i>To what standard(s) or significant learning in the content area does this goal relate? What do you want the students to know?</i>	
<b>STEP 2: Identify Measures and Determine Timeframe</b>	
<b>Baseline Measures</b> <i>What measure(s) will be used to determine baseline data in order to accurately assess learning?</i>	
<b>Growth Measures</b> <i>What measures will be used to demonstrate growth and learning?</i>	
<b>Timeframe</b> <i>When will success be measured? What is the instructional time frame?</i>	
<b>STEP 3: Establish Learning Targets</b> <i>(Targets may be developed collaboratively with the principal). Using data regarding students' starting points, identify the targets expected for "high" and "average" growth. Explain how these targets demonstrate ambitious, yet realistic goals.</i>	
<b>High Growth Target</b> <i>Evidence of high growth for all or nearly all students would be:</i>	
<b>Average Growth Target</b> <i>- Clear evidence of growth for most students would be:</i>	

**H-4: STUDENT GROWTH GOAL SETTING FORM 8.1  
(team goal)**

**Due November 1st**

Teacher Name:

Date:

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

**H-5: PRE-OBSERVATION CONFERENCE QUESTIONS**

*The answers to these questions serve as evidence for Domain 1: Planning & Preparation. Refer to Enhancing Professional Practice (EPP) and the rubrics in "2013 Evaluation Instrument" when answering questions.*



Teacher \_\_\_\_\_ Date \_\_\_\_\_

1. To which part of your curriculum does this lesson relate? (SC4-1a, EPP pg. 44-45)
2. How does this learning “fit” in the sequence of learning for this class? (SC4-1a & 1e, EPP 44-45 & 55-59)
3. Briefly describe the students in this class, including those with special needs. (SC3-1b, EPP 46-49)
4. What are your learning outcomes for this lesson? What do you want the students to understand? (SC4-1c, EPP 51-53)
5. How will you engage the students in the learning? What will you do? What will the students do? (SC4-1e, EPP 55-59)
6. Will the students work individually or as a large group? Provide any worksheets or other materials the students will be using. (SC4-1e, EPP 55-59)
7. How will you differentiate instruction for different individuals or groups of students in the class? (SC4-1e, EPP 55-59)
8. What instructional materials or other resources, if any, will you use? (SC4-1d, EPP 53-55)
9. How and when will you know the students have learned what you intend? (SC6-1f, EPP, 59-62)
10. Is there anything that you would like me to specifically observe during the lesson?

## H-6: POST-OBSERVATION CONFERENCE QUESTIONS

*The answers to these questions serve as evidence for component 4a: Reflecting on Teaching. Refer to Enhancing Professional Practice and the rubrics in "2013 Evaluation Instrument" when answering questions.*



Teacher \_\_\_\_\_ Date \_\_\_\_\_

1. In general, how successful was the lesson? Did the students learn what you intended for them to learn? How do you know?
2. If you were able to bring samples of student work, what do those samples reveal about those students' levels of engagement and understanding?
3. Comment on your classroom procedures, student conduct, and your use of physical space. To what extent did these contribute to student learning?
4. Did you depart from your plan? If so, how and why?
5. Comment on different aspects of your instructional delivery (e.g., activities, grouping of students, materials and resources). To what extent were they effective?
6. If you had an opportunity to teach this lesson again to the same group of students, what would you do differently?

**APPENDIX I – NON-CLASSROOM TEACHER EVALUATION FORMS**

**Forms for Section 29.0 - Evaluation of Non-Classroom Teachers**

I-1: Non-Classroom Teacher Observation Form ..... 149  
I-2: Non-Classroom Teacher Observation Form – Expanded ..... 150  
I-3: ESA Observation Form ..... 153  
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I-1: NON-CLASSROOM TEACHER OBSERVATION FORM  
SHORELINE PUBLIC SCHOOLS

Employee \_\_\_\_\_ School/Building \_\_\_\_\_

Content/Topic Observed \_\_\_\_\_ Evaluator \_\_\_\_\_

Date(s) of observation \_\_\_\_\_

CRITERIA	
<input type="checkbox"/> 1. Knowledge and Scholarship in Special Field	<input type="checkbox"/> 5. Handling Student Discipline and Attendant Problems
<input type="checkbox"/> 2. Specialized Skill	<input type="checkbox"/> 6. Interest in Teaching Pupils
<input type="checkbox"/> 3. Commitment to Education as a Profession	<input type="checkbox"/> 7. Knowledge of Subject Matter
<input type="checkbox"/> 4. Effort Toward Improvement	<input type="checkbox"/> 8. Communication/Interpersonal Relations Skills
The items checked (✓) are areas of concern with respect to this specific observation/date/information.	

OBSERVATION SUMMARY STATEMENT:

TEACHER RESPONSE: (optional to record)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Employee

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

Copies – File, Evaluator, and Employee

## I-2: NON-CLASSROOM TEACHER OBSERVATION FORM – EXPANDED SHORELINE PUBLIC SCHOOLS

Employee \_\_\_\_\_ School/Building \_\_\_\_\_

Content/Topic Observed \_\_\_\_\_ Evaluator \_\_\_\_\_

Date(s) of observation \_\_\_\_\_

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

**CRITERION 1: INSTRUCTIONAL SKILL**

1A. Lesson Planning and Design

The competent educator demonstrates instructional skills by:

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

1B. Instructional Practices and Strategies

The competent educator demonstrates instructional skills by:

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

1C. Assessment

The competent educator demonstrates instructional skills by:

- \_\_\_ 1. Creating and utilizing multiple and appropriate assessment tools such as:
  - a. Rubrics;
  - b. Checklists;
  - c. Performance assessments;
  - d. Objective tests;
  - e. Portfolios;
  - f. Student self-reflections and critiques.
- 2. Aligning assessments with lesson objectives and state and district standards.

<p>___ 3. Communicating clear assessment criteria and standards to students and parents/guardians.</p> <p>1D. <u>Student Learning Opportunities</u>          The competent educator provides the student with developmentally appropriate opportunities to demonstrate learning by:          Articulating required learning targets.</p> <p>___ 1. Understanding the importance of their learning and why it is useful to them.</p> <p>___ 2. Listening to all group members, learning to respect and value divergent ideas, and resolving differences through respectful means.</p> <p>___ 3. Engaging in higher-level thinking skills and using a variety of strategies to analyze information and solve problems.</p> <p>___ 4. Reflecting on their thinking/learning strategies and communicating what strategies worked well and what strategies did not.</p> <p>___ 5. Explaining and applying relevant assessment criteria.</p>
<p><b>CRITERION 2: CLASSROOM MANAGEMENT</b></p> <p>The competent educator demonstrates effective classroom management skills by:</p> <p>___ 1. Maintaining a record keeping system as required by law and District policy.</p> <p>___ 2. Organizing and arranging the classroom to facilitate learning and minimize student disruption.</p> <p>___ 3. Managing time effectively to maximize instructional time and learning.</p> <p>___ 4. Establishing clear classroom procedures and expectations for students.</p> <p>___ 5. Providing a classroom environment appropriate to different learning styles and abilities.</p> <p>___ 6. Promoting and modeling appropriate interaction with respect to culture, gender, and individual differences.</p> <p>___ 7. Providing smooth and efficient transitions between learning activities and environments.</p> <p>___ 8. Fostering a healthy and safe classroom environment.</p> <p>___ 9. Managing instructional resources, supplies, and equipment within the context of learning activities.</p>
<p><b>CRITERION 3: COMMITMENT TO EDUCATION AS A PROFESSION</b></p> <p>The competent educator demonstrates a commitment to education as a profession by:</p> <p>___ 1. Exhibiting knowledge of the theory, principles, and methods of teaching.</p> <p>___ 2. Actively participating in meetings, committees and/or other activities relevant to the professional assignment.</p> <p>___ 3. Adhering to and enforcing school law, State regulations, board policy, and established administrative procedures.</p> <p>___ 4. Adhering to school-wide agreements and expectations.</p> <p>___ 5. Keeping current with professional practices.</p> <p>___ 6. Sharing knowledge gained from the professional teaching community.</p> <p>___ 7. Working collaboratively with team members.</p>
<p><b>CRITERION 4: EFFORT TOWARD IMPROVEMENT</b></p> <p>The competent educator demonstrates effort toward improvement by:</p> <p>___ 1. Engaging in regular self-evaluation of professional performance to identify areas of success and growth.</p> <p>___ 2. Systematically seeking and receiving feedback from a variety of sources.</p> <p>___ 3. Exploring and learning new curriculum and instructional techniques.</p>
<p><b>CRITERION 5: THE HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS</b></p> <p>The competent educator encourages positive student behavior by:</p> <p>___ 1. Supporting school and District discipline policies.</p> <p>___ 2. Clearly defining and publishing classroom behavior expectations to students and parents/guardians.</p> <p>___ 3. Communicating student discipline issues and behaviors needing improvement to students and parents/guardians.</p> <p>___ 4. Showing awareness of student behavior in the classroom; responding to student behavior with feedback that is specific, consistent, respectful, and designed to be effective.</p> <p>___ 5. Utilizing a variety of progressive interventions.</p> <p>___ 6. Consulting and cooperating with parents/guardians, support staff, and administrators to develop and implement remediation plans for student behavior problems.</p>

\_\_\_ 7. Assisting students in developing habits of self-discipline to support learning; expecting students to accept responsibility for their behavior individually and as group members.

**CRITERION 6: INTEREST IN TEACHING STUDENTS**

The competent educator demonstrates interest in teaching students by:

- \_\_\_ 1. Providing assistance, encouragement, recognition, and specific feedback that promotes an equitable and inclusive learning environment.
- \_\_\_ 2. Consistently using respectful language and behavior to promote a positive, safe, and supportive learning environment.
- \_\_\_ 3. Listening to all students, valuing divergent ideas, and settling differences in a mutually respectful manner.
- \_\_\_ 4. Using a variety of instructional and management techniques to establish and maintain student motivation and engagement.
- \_\_\_ 5. Working to form effective partnerships with parents/guardians to support student learning.

**CRITERION 7: KNOWLEDGE OF SUBJECT MATTER**

The competent educator demonstrates knowledge of subject matter by:

- \_\_\_ 1. Presenting accurate information in each content area of the professional assignment
- \_\_\_ 2. Incorporating real world applications to make subject matter relevant.
- \_\_\_ 3. Keeping current with developments in subject matter assignments.

**CRITERION 8: COMMUNICATION/INTERPERSONAL RELATIONS SKILLS**

The competent educator demonstrates effective communication and interpersonal skills by:

- \_\_\_ 1. Interacting professionally and respectfully with colleagues, administrators, and parents/guardians.
- \_\_\_ 2. Maintaining confidentiality concerning information about students and their families.
- \_\_\_ 3. Communicating with parents/guardians regarding student progress.

SUMMARY STATEMENT:

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

\_\_\_\_\_ Date

\_\_\_\_\_ Date

\_\_\_\_\_ Evaluator

\_\_\_\_\_ Employee

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

Copies – File, Evaluator, and Employee

### I-3: ESA OBSERVATION FORM SHORELINE PUBLIC SCHOOLS

Employee \_\_\_\_\_ School/Building \_\_\_\_\_

Content/Topic Observed \_\_\_\_\_ Evaluator \_\_\_\_\_

Date(s) of Observation(s) \_\_\_\_\_

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

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

OBSERVATION SUMMARY STATEMENT:

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ESA REPOSE (optional to record):

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\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Employee

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

Copies – File, Evaluator, and Employee

**I-4: NON-CLASSROOM TEACHER ANNUAL PERFORMANCE SUMMARY  
SHORELINE PUBLIC SCHOOLS**

Employee \_\_\_\_\_

School/Building \_\_\_\_\_

Content/Topic Observed \_\_\_\_\_

Evaluator \_\_\_\_\_

Based on the routine observations conducted this year, this employee’s overall performance has been satisfactory / unsatisfactory and they have met / not met statutory requirements.

SUMMARY STATEMENT:

EMPLOYEE RESPONSE: (optional to record)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Employee *(indication of receipt only)*

*This report, together with the attached observation reports (if necessary) will be provided to the employee by the principal/supervisor as a conclusion to the performance cycle by June 1. The purpose for this information shall be to document that an employee has met the Evaluation criteria or to document the status of the evaluation process for employees.*

Copies – File, Evaluator, and Employee

**I-5: PERSONAL PROFESSIONAL GROWTH (PPG) CYCLE RECORD  
SHORELINE PUBLIC SCHOOLS**

**Required to be filed in Human Resources for all teachers on PPG.**

Employee \_\_\_\_\_ School/Building \_\_\_\_\_  
 Content/Topic Observed \_\_\_\_\_ Evaluator \_\_\_\_\_

REQUIRED			
Goal Setting Conference	_____	_____	_____
by Oct 10	Date	Evaluator Initials	Employee Initials
Mid-year Conference	_____	_____	_____
by March 1	Date	Evaluator Initials	Employee Initials
Year-end Conference	_____	_____	_____
by June 1	Date	Evaluator Initials	Employee Initials

During the thirty (30) minute observation conducted pursuant to RCW 28A.405.100(5) and Chapter 392-192 WAC, the employee named above has demonstrated satisfactory performance.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Employee

Copies – File, Evaluator, and Employee



**APPENDIX J – EVALUATION SUPPORTS & ADDITIONAL DOCUMENTS**

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**J-1: EVALUATION SUPPORT – CLASSROOM, NON-CLASSROOM, ESA  
SHORELINE PUBLIC SCHOOLS**

As described in Article 28.18 of the Collective Bargaining Agreement between SEA and the District, the following optional support is offered to teachers who have received a final summative performance rating of Basic. Please review the available options, check those of interest to you, and return the form to your supervisor. If you do not wish to avail yourself of any of the options, please sign and return this form to your supervisor as documentation that you received and reviewed the available support options.

Please note: No evaluator may reduce any score of a teacher with a Basic rating solely due to refusal to accept optional support. This form is to be provided to the teacher, reviewed and signed no later than September 15.

**Available support:**

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

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

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Primary Work Location

**J-2: VOLUNTARY PLAN OF ASSISTANCE CLASSROOM TEACHER  
SHORELINE PUBLIC SCHOOLS**

**Teacher:**

**Administrator:**

**Building:**

**Date:**

<b>Classroom Teacher Criteria</b>	
<b>If more than one, use a separate page for each criterion.</b>	
_____	<b>1. Center Instruction on High Expectations</b>
_____	<b>2. Demonstrating Effective Teaching Practices</b>
_____	<b>3. Recognizing individual student learning needs and developing strategies to address those needs</b>
_____	<b>4. Providing Clear and Intentional Focus on Subject Matter Content and Curriculum</b>
_____	<b>5. Fostering and Managing a Safe Positive Learning Environment</b>
_____	<b>6. Using Multiple Student Data Elements to Modify Instruction and Improve Student Learning</b>
_____	<b>7. Communicating and Collaborating with Parents and School Community</b>
_____	<b>8. Exhibiting Collaborative and Collegial Practices Focused on Improving Instructional Practice and Student Learning</b>

<b>Criterion:</b>	
<b>Component(s):</b>	
<b>Expected Indicators (what the observer expects to see)</b>	
<b>Resources available:</b>	
<b>Observation Notes</b>	<b>Date:</b>
<b>Observation Notes</b>	<b>Date:</b>

**J-3: PROBATIONARY PLAN OF IMPROVEMENT CLASSROOM TEACHER  
SHORELINE PUBLIC SCHOOLS**

**Teacher:**

**Administrator:**

**Building:**

**Date:**

<b>Classroom Teacher Criteria/Area of Concern:</b> (if more than one, use a separate page for each criterion)	
<ol style="list-style-type: none"> <li>1. Center Instruction on High Expectations</li> <li>2. Demonstrating Effective Teaching Practices</li> <li>3. Recognizing Individual Student Learning Needs and Developing Strategies to Address Those Needs</li> <li>4. Providing Clear and Intentional Focus on Subject Matter Content and Curriculum</li> <li>5. Fostering and Managing a Safe Positive Learning Environment</li> <li>6. Using Multiple Student Data Elements to Modify Instruction and Improve Student Learning</li> <li>7. Communicating and Collaborating with Parents and School Community</li> <li>8. Exhibiting Collaborative and Collegial Practices Focused on Improving Instructional Practice and Student Learning</li> </ol>	
<b>Component(s):</b>	
<b>Description of Concern (what was observed and when):</b>	
<b>Expected Indicators for Improvement (what the observer expects to see):</b>	
<b>Timeline to Support Improvement (meeting and decision dates):</b>	
<b>Resources Available to Support Improvement:</b>	
<b>Outcome for Improvement or Lack of Improvement:</b>	
<b>Observation Notes</b>	<b>Date:</b>
<b>Observation Notes</b>	<b>Date:</b>

**J-4: VOLUNTARY PLAN OF ASSISTANCE NON-CLASSROOM TEACHER  
SHORELINE PUBLIC SCHOOLS**

**Staff member name:**

**Administrator:**

**Building:**

**Date:**

<b>Non-Classroom Teacher Criteria</b>
<p><b>If more than one, use a separate page for each criterion.</b></p> <p> <input type="checkbox"/> <b>1. Instructional Skill</b>  <input type="checkbox"/> <b>2. Classroom Management</b>  <input type="checkbox"/> <b>3. Professional Preparation and Scholarship</b>  <input type="checkbox"/> <b>4. Effort Toward Improvement When Needed</b>  <input type="checkbox"/> <b>5. The Handling of Student Discipline and Attendance Problems</b>  <input type="checkbox"/> <b>6. Interest in Teaching Pupils</b>  <input type="checkbox"/> <b>7. Knowledge of Subject Matter</b>  <input type="checkbox"/> <b>8. Interpersonal Relations</b> </p>

<b>Criterion of Focus:</b>	
<b>Expected Indicators (what observer expects to see)</b>	
<b>Resources Available</b>	
<b>Observation notes</b>	<b>Date:</b>
<b>Observation notes</b>	<b>Date:</b>

**J-5: PROBATIONARY PLAN OF IMPROVEMENT NON-CLASSROOM TEACHER  
SHORELINE PUBLIC SCHOOLS**

**Staff member name:**

**Administrator:**

**Building:**

**Date:**

<p><b>Non-Classroom Teacher Criteria/Area of Concern:</b> (if more than one, use a separate page for each criterion)</p>	
<p>___ <b>1. Instructional Skill</b>                  ___ <b>2. Classroom Management</b>                  ___ <b>3. Professional Preparation and Scholarship</b>                  ___ <b>4. Effort Toward Improvement When Needed</b>                  ___ <b>5. The Handling of Student Discipline and Attendance Problems</b>                  ___ <b>6. Interest in Teaching Pupils</b>                  ___ <b>7. Knowledge of Subject Matter</b>                  ___ <b>8. Interpersonal Relations</b></p>	
<b>Indicator(s):</b>	
<b>Description of Concern (what was observed and when):</b>	
<b>Expected Indicators for Improvement (what the observer expects to see):</b>	
<b>Timeline to Support Improvement (meeting and decision dates):</b>	
<b>Resources Available to Support Improvement:</b>	
<b>Outcome for Improvement or Lack of Improvement:</b>	
<b>Observation Notes</b>	<b>Date:</b>
<b>Observation Notes</b>	<b>Date:</b>

**J-6: VOLUNTARY PLAN OF ASSISTANCE EDUCATIONAL STAFF ASSOCIATE  
(ESA: Psychologist, OT, PT, SLP, Counselor)  
SHORELINE PUBLIC SCHOOLS**

**Staff member name:**

**Administrator:**

**Building:**

**Date:**

<b>ESA Criteria</b>
<p><b>If more than one, use a separate page for each criterion.</b></p> <p>___ <b>1. Knowledge and Scholarship in Special Field</b></p> <p>___ <b>2. Specialized Skill as (<i>Job Title</i>)</b></p> <p>___ <b>3. Management of Special and Technical Environment</b></p> <p>___ <b>4. Professionalism</b></p> <p>___ <b>5. Involvement in Assisting Pupils, Parents, and Educational Personnel</b></p> <p>___ <b>6. Interpersonal Relations</b></p> <p>___ <b>7. Effort Toward Improvement When Needed</b></p>

<b>Criterion of Focus:</b>	
<b>Expected Indicators (what observer expects to see)</b>	
<b>Resources available</b>	
<b>Observation notes</b>	<b>Date:</b>
<b>Observation notes</b>	<b>Date:</b>

**J-7: PROBATIONARY PLAN OF IMPROVEMENT EDUCATIONAL STAFF ASSOCIATE  
(ESA: Psychologist, OT, PT, SLP, Counselor)  
SHORELINE PUBLIC SCHOOLS**

**Staff member name:**

**Administrator:**

**Building:**

**Date:**

<b>ESA Criteria/Area of Concern:</b> (if more than one, use a separate page for each criterion)	
<input type="checkbox"/> <b>1. Knowledge and Scholarship in Special Field</b> <input type="checkbox"/> <b>2. Specialized Skill as (<i>Job Title</i>)</b> <input type="checkbox"/> <b>3. Management of Special and Technical Environment</b> <input type="checkbox"/> <b>4. Professionalism</b> <input type="checkbox"/> <b>5. Involvement in Assisting Pupils, Parents, and Educational Personnel</b> <input type="checkbox"/> <b>6. Interpersonal Relations</b> <input type="checkbox"/> <b>7. Effort Toward Improvement When Needed</b>	
<b>Description of Concern (what was observed and when):</b>	
<b>Expected Indicators for Improvement (what the observer expects to see):</b>	
<b>Timeline to Support Improvement (meeting and decision dates):</b>	
<b>Resources Available to Support Improvement:</b>	
<b>Outcome for Improvement or Lack of Improvement:</b>	
<b>Observation Notes</b>	<b>Date:</b>
<b>Observation Notes</b>	<b>Date:</b>



**J-8: WASHINGTON STATE EDUCATOR PROFESSIONAL GROWTH PLAN  
TEMPLATE: LINK TO PESB**

Washington State Professional Growth Plan Template

<https://docs.google.com/document/d/1vEYvleaErLtUmELCOTzHseaYvyYpA55y/edit>

Link to Professional Educator Standards board information about PGP

<https://www.pesb.wa.gov/current-educators/certificate-renewal/pgp/>

**J-9: HOW TO SCORE YOUR EVALUATION: LINK TO VIDEO**  
SHORELINE PUBLIC SCHOOLS

This video describes how to pull your score alignment report in eVAL and use scores to date to determine component and criterion level scores for your evaluation.

<https://www.educrations.com/lesson/view/summative-scoring-in-eval-2-0/47960564/?s=WqXVOL&ref=link>

## **J-10: SECOND EVALUATOR**

### **MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING regarding a SECOND EVALUATOR is effective September 1, 2021, through August 31, 2024, and is supplemental to the 2021-2024 Collective Bargaining Agreement ("Agreement") between Shoreline Education Association (SEA) and Shoreline School District No. 412 (District).

WHEREAS, Sections 28.20 and 29.4.4 of the Agreement establish the Designation of a Second Evaluator;

NOW THEREFORE, the Parties agree to the following regarding a Second Evaluator:

A. Purpose: The second evaluator is intended to be a resource for both the teacher and the administrator.

B. Process:

1. The request is made for a second evaluator.
2. Agreement is reached regarding who will serve as the second evaluator.
3. The second evaluator will participate as follows:
  - a. One full observation cycle is guaranteed:
    - i. Pre-observation conference
    - ii. Scheduled Observation
    - iii. Post-observation conference
    - iv. Debrief meeting - teacher, second evaluator, and primary evaluator
  - b. Decide at the Debrief meeting what additional components may be added next, and who would be part of each step (e.g., menu of next-steps options is presented):
    - i. Co-observation cycle (second evaluator and primary evaluator complete cycle together)
    - ii. Unscheduled observation (second evaluator or both evaluators)
    - iii. Review of evidence submitted up to that point
  - c. Additional observation(s) may be scheduled, but only rarely, and only with agreement of Human Resources and SEA
4. Evidence review meeting:
  - a. Concludes the second evaluator's involvement in the process
  - b. Teacher, second evaluator & primary evaluator
5. Any scores generated will be included as additional data points, and entered into EVAL by the second evaluator.

## APPENDIX K – 2023-24 VEBA MOU

### Between Shoreline School District No. 412 and Shoreline Education Association

Shoreline School District No. 412 (“Employer”) has adopted the health reimbursement arrangement (HRA) plans offered and administered by the Voluntary Employees’ Benefit Association Trust for Public Employees in the State of Washington (collectively the “Plans”): the **Standard HRA Plan**, which shall be integrated with the Employer’s or another qualified group health plan and to which the Employer shall remit contributions only on behalf of eligible employees who are enrolled in or covered by such qualified group health plan and any other contributions that may be permitted under applicable law from time to time; and the **Post-separation HRA Plan** to which the Employer may remit contributions on behalf of eligible employees, including eligible employees who are not enrolled in or covered by the Employer’s or another qualified group health plan, and which shall provide benefits only after a participant separates from service or retires. Employer agrees to contribute to the Plans on behalf of all employees in the **Shoreline Education Association** (“Group”) defined as eligible to participate in the Plans. Each eligible employee must submit a completed and signed Enrollment Form to become an eligible participant and become eligible for benefits under the Plans.

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

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

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

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

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

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

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

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

The term of this agreement shall be from September 1, 2023 to August 31, 2024<sup>(2)</sup>.

Signed for Shoreline Education Association	Date
Signed for Shoreline Education Association	Date
Signed for Shoreline School District No. 412	Date

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

**APPENDIX L – ELEMENTARY STAFFING MOU**  
**MEMORANDUM OF UNDERSTANDING**

The following procedural issues regarding student assignments, class configurations, staffing assignments, and determining elementary classroom overload relief for certificated staff are agreed to between the Shoreline Education Association (SEA) and the Shoreline School District for the duration of the current collective bargaining agreement. Disagreements with respect to the implementation and/or interpretation of this Memorandum will be resolved by SEA Summit participants. The Shoreline School District will:

1. Communicate to students, families, and staff members no later than June 1, each school year the expectations regarding classroom configurations for the following school year;
2. Communicate clearly to students, staff and families that initial notice of class placement is tentative and student reassignments might be required after school has started in September;
3. In Spring, determine the number of classes per grade level based upon enrollment and staffing to assess potential overload situations and determine whether or not “split level” classes will be needed to balance out class sizes;
4. Communicate with staff as early as possible (Spring preferred) with respect to the need for “split level” classes; and
5. The District shall continue to comply with the processes developed in June 2008 for student placement and parameters regarding assignment of classroom support for teachers

When additional certificated allocations are employed under Section 32.2.6 to address class sizes over contractual trigger numbers, the District will:

1. Support the staff members’ preference for how to use additional certificated allocations to best serve students and support instruction in each classroom and at each grade level, including supporting use of grade level additional certificated support staff as per the Elementary Grade Level Support Plan (see below);
2. Make a concerted attempt to assist principals in hiring additional certificated support staff for the schedule desired by the classroom teacher(s);
3. Post for available additional certificated support staff positions at least two weeks prior to the start of school in September and begin the hiring process immediately after the September count date (4<sup>th</sup> days of school);
4. When possible, allow additional certificated support staff to begin the school year working with the grade level colleagues for the purposes of team planning and preparation;

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

**APPENDIX M – HIGHLY CAPABLE PROGRAMMING LOA**  
**LETTER OF AGREEMENT**

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

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

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

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

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

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

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

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

NOW THEREFORE:

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

**APPENDIX N – COMMITMENT TO COLLABORATION MOU**  
**MEMORANDUM OF UNDERSTANDING**

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

1. address common concerns and mutual interests outside the traditional bargaining cycle;
2. engage more people with broader perspectives in ongoing problem-solving;
3. develop flexible, creative solutions; and
4. cultivate a culture of collaboration and trust.

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



## APPENDIX O – JOINT DISTRICT/SEA EVALUATION COMMITTEE LOA

### LETTER OF AGREEMENT

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

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

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

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

1. Committee members shall be expected to understand and represent the interests of administrators and SEA members who work across multiple subjects, grade levels, and school buildings, and will be expected to communicate their work to that broader audience.
2. The District and the Association shall each appoint up to five (5) District and seven (7) Association representatives to serve on the committee. Committee members shall be reappointed annually.
3. A representative selected by the SEA President and a representative selected by the District shall serve as co-chairs of the committee and will be responsible for scheduling meetings, setting agendas and keeping the committee focused on the products and processes identifies in this agreement.
4. The committee shall set its own schedule of meetings, while making every effort to minimize the necessity of providing substitutes for committee members. The District will pay the cost of substitutes to provide mutually agreed release time to SEA members serving on the committee to attend committee meeting during the regular school day. Any additional expenses of the committee shall be discussed in advance with cost-sharing determined upon mutual agreement.
5. The committee is expected to examine and make recommendations regarding the following:
  - a. Training/professional development necessary to ensure successful implementation of the four-tier evaluation system. The committee will consider implications for classroom teachers and administrators, as well as any other group of applicable SEA members, and make recommendations related to the need for cyclical training;
  - b. The outcomes of mutually agreed upon evaluation pilots which are being implemented with various groups or subgroups of SEA members who are not classrooms teachers. These groups may include: Instructional Leaders (TOSAs/Instructional Coaches), Therapeutic Specialists, Counselors, Teacher

Librarians, Activity Coordinators, Deans, Athletic Directors, or any other mutually agreed upon group or subgroup of SEA members;

- c. Current practices across the district related to collaborative scoring, with the goal of making training recommendations and clarifying expectations around scoring practices to promote genuine collaborative scoring; and,
- d. Evaluation scoring tools, including continued use of eVAL or alternatives to it. Such examination shall include implementation and assessment of a voluntary pilot of the School Data Systems Evaluation Tool in the 2021-2022 school year. The pilot design and parameters shall be approved by the SEA Labor Management Committee.
- e. Other issues as mutually agreed.

Regular reports will be provided to the SEA Labor Management Committee on request. Any committee recommendations for the subsequent year shall be provided to the SEA Labor Management Committee no later than March 1<sup>st</sup>.

## APPENDIX P – COUNSELORS MOU

### MEMORANDUM OF UNDERSTANDING

SEA and the District agree to allocate 300 hours of time at each high school, 150 hours of time at each middle school and 40 hours of time at each elementary school and Cascade K-8 for counselors to perform work outside of the regular work day, beyond the scope of responsibilities of regular certificated employees, beyond the scope of TRI pay, and exclusive of activities for which a counselor might receive activity/leadership pay.

1. Shoreline School District High Schools and Middle Schools will develop a plan for the use of the pool of hours negotiated in Section 63.2.3. Counselors, building administrators, and the Director of Student Services shall all have input into the plan. At a minimum, each plan will include, but may not be limited to:
  - a. Established common events for the high schools and middle schools
  - b. Events associated with the comprehensive guidance plan
2. At a minimum, each counseling staff and the administration in each building will have an annual conversation to design the building plan and determine division of the stipend, including tentative calendar and activities to be included in the plan.
3. As counselors and administrators in each building implement the building plan and determine division of the stipend, they will consider:
  - a. Complex student issues
  - b. Caseload
  - c. Unanticipated events
  - d. Community needs
4. Timeline to develop the building plan and determine eligible activities for stipend payment:
  - a. Prior to first day of school: Finalize plan for upcoming year
    - i. Finalize common secondary activities
    - ii. Determine building level activities and needs
  - b. Administrators will submit each building plan no later than October 1<sup>st</sup>, for payment of stipend beginning in the October warrant.
  - c. Spring conversation: no later than June 1
    - i. Reflect on current year's plan and incorporate lessons learned

- ii. Equitability of the plan
  - iii. Set calendar for upcoming year
5. Allocation and payment of stipends:
- a. The allocation and rate of pay described in Section 63.2.3 will remain as negotiated, i.e., 300 hours/HS, 150 hours/MS, and 40 hours/Elementary & CK-8 paid at the certificated hourly rate.
  - b. Payment will be in the form of a stipend, with no timesheets required.
    - i. Stipends may be different for each counselor, depending on the plan and duties assigned and accepted.
    - ii. Pro-rata allocation of stipends by FTE is not assumed.
  - c. Allocation of stipends:
    - i. Stipends will be allocated at each building, based on assignment of duties described in the building plan.
    - ii. Each stipend will be calculated and allocated by dollar amount, not hours.
  - d. Payment will be made as described in 62.5.1, with stipends of \$600 or less paid in a lump sum, and stipends greater than \$600 paid in equal installments over the remaining months of the contract year, once the building plan has been submitted. (Refer to 62.5.1 for specific timelines)
  - e. As described in Section 67.1, in the event that the process above does not produce a decision regarding allocation and payment of stipends, the final determination will be made by the building administration.
6. The parties agree that prior to negotiation of a successor agreement, the bargaining teams will review the effectiveness of this MOU.

## APPENDIX Q – PROFESSIONAL LEARNING COMMUNITIES LOA

### LETTER OF AGREEMENT

1. A Professional Learning Community (PLC) is a group of non-supervisory certificated staff who work collaboratively in recurring cycles of collective inquiry to increase student learning through goal setting, data analysis, and planning of instruction and intervention. A well-functioning PLC supports teacher morale and relevant adult learning. PLC's are one way to achieve student growth and adult learning, but are not the only vehicle for such growth.
2. Using the Dufour model for PLCs, four primary questions drive the work of PLCs:
  - a. What is it we expect our students to learn?
  - b. How will we know when they have learned it?
  - c. How will we respond when some students do not learn?
  - d. How will we respond when some students already know it?
3. In a PLC, a cycle includes gathering evidence of current levels of student learning; developing strategies and ideas to build on strengths and address areas of growth in that learning; implementing those strategies and ideas; analyzing the impact of the changes to discover what was effective and what was not; and, applying the new knowledge in the next cycle of continuous improvement.
4. PLCs work best and are expected to operate in the Shoreline School District under the following conditions:
  - a. PLCs are established on a foundation of common understanding around the purpose and function of the PLC as described in numbers 1, 2 and 3, above;
  - b. The work of goal setting, data analysis, and planning of instruction and intervention is teacher-driven;
  - c. The PLC is an authentic, natural team, selected by mutual agreement of the administration and those participating in the particular PLC;
  - d. Specialists and non-classroom-based certificated staff participate in PLC work that is relevant to their position and contributes to their success with students;
  - e. The work authentically supports student and adult learning;
  - f. The work naturally compliments the goal setting teachers do to support their performance evaluations;
  - g. The PLC participants determine the goal(s) and number of cycles for their PLC:

- h. The work is longitudinal with the capacity to use information over multiple years and across grade levels;
  - i. A PLC meeting schedule is established at the beginning of the school year to facilitate the attendance of all members of the PLC;
  - j. Principals facilitate the articulation of school priorities for areas of growth of need, to actively support the development of the PLC goals;
  - k. PLCs share progress and artifacts of their work with the principal and colleagues to support a culture of learning and so that they can be a resource to the PLC group;
  - l. PLCs are provided dedicated, recurring and sufficient time for meeting, and the meeting location is determined by the PLC group, so long as it takes place on campus or at a mutually agreed work site.
5. As the District and Association study alternative school calendar models, finding time for regular recurring PLC meetings will be a priority.

## **APPENDIX R – REMOTE WORK MOU**

### **MEMORANDUM OF UNDERSTANDING**

The District and Association agree to pilot a remote work opportunity for school psychologists in the 2023-24 and 2024-25 school years.

Employees and their supervisors must complete a written remote work agreement that describes the expectations and conditions on the arrangement and is approved by Human Resources. The District shall establish the rules for equipment, security, responsibilities, professional conduct, and communication. The District will solicit feedback from the Association on any standard terms for the written remote work agreements. Copies of such agreements will be maintained by the Human Resources Department.

Remote work schedules will be determined by agreement of the employee, principal(s) and special education administrator. The maximum percentage of time an employee can work remotely, is forty percent (40%) which is intended to reflect two (2) remote workdays with three (3) out of five (5) days on site for full-time employees; this restriction does not apply to part-time employees and such cases will be handled individually. The schedule must ensure coverage to maintain needed levels of on-site service to meet the needs of students, families, staff and the public, including in-person meetings with families and staff.

## APPENDIX S – ONGOING JOINT BUDGET REVIEW MOU

### MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING regarding ONGOING JOINT BUDGET REVIEW is effective April 1, 2023, through implementation of a successor agreement to the 2023-2025 Collective Bargaining Agreement (“Agreement”, “CBA”) between Shoreline Education Association (“SEA”) and Shoreline School District No. 412 (“District”) (the parties).

WHEREAS, beginning in the summer, through the fall of 2022 and winter of 2023, it became clear the District’s budget was unsustainable, and would require significant modifications/reductions; and

WHEREAS, on January 17, 2023, the District sent SEA an email that read, in part:

“Given the District’s current budgetary situation, the District requests to re-open and consider mutually-agreeable modifications to the SEA CBA. Under Section 70.2, the CBA may be re-opened by mutual agreement. While we understand that a commitment to meet is not a commitment to agree, we have confidence that the combined wisdom and skill of District and Association bargainers could result in agreements that lead to better outcomes than maintaining and implementing current contract language.”

WHEREAS, SEA agreed to re-open the SEA CBA to negotiate various financial concessions, in an attempt to save jobs and preserve programming for students; and

WHEREAS, the negotiations produced a tentative agreement presented to the SEA membership for a ratification vote on March 29, 2023, resulting in a job savings of approximately 55 FTE; and

WHEREAS, the District also experienced budget difficulties in 2005-2006, and was eventually placed under binding conditions by the state in 2006-2007, causing significant hardship on staff and students at the time, the impact of which was felt for years; and

WHEREAS, the parties have a substantial interest in assuring the District maintains financial stability, through ongoing development of sustainable budgets on an annual basis, while also retaining the capacity to offer competitive compensation, maintain appropriate working conditions for staff and provide appropriate programming and learning conditions for students; and

WHEREAS, the parties understand the importance of continued partnership in order to resolve the extremely difficult financial issues faced by staff, students and the community as a result of the 2022-2023 financial shortfall.

NOW THEREFORE, as the parties wish to formalize a mutual commitment to the future financial sustainability of the District and its educational programming, we agree to the following:

1. In order to strengthen the student experience, ongoing efforts will be maintained to seek improved efficiencies, maximize potential revenue, and pursue appropriate funding sources.



2. A budget “check-in” will be a standing agenda item at the regularly scheduled labor management meetings, or other regularly-scheduled forum if mutually-agreed upon by the parties.
3. At either party’s request, so long as reasonable notice is provided, the District will provide a budget update presentation to the SEA Representative Council, Executive Board, and/or membership.

## APPENDIX T – “TAKE IT OFF THE PLATE” MOU

### MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING regarding the **ONGOING JOINT COMMITTEE TO “TAKE IT OFF THE PLATE”** is effective April 1, 2023, through implementation of a successor agreement to the 2023-2025 Collective Bargaining Agreement (“Agreement”, “CBA”) between Shoreline Education Association (“SEA”) and Shoreline School District No. 412 (“District”) (the parties).

WHEREAS, beginning in the summer, through the fall of 2022 and winter of 2023, it became clear the District’s budget was unsustainable, and would require significant modifications/reductions; and

WHEREAS, on January 17, 2023, the District sent SEA an email that read, in part:

“Given the District’s current budgetary situation, the District requests to re-open and consider mutually-agreeable modifications to the SEA CBA. Under Section 70.2, the CBA may be re-opened by mutual agreement. While we understand that a commitment to meet is not a commitment to agree, we have confidence that the combined wisdom and skill of District and Association bargainers could result in agreements that lead to better outcomes than maintaining and implementing current contract language.”

WHEREAS, SEA agreed to re-open the SEA CBA to negotiate various financial concessions, in an attempt to save jobs and preserve programming for students; and

WHEREAS, the parties agree ongoing efforts are warranted to review workload and narrow, yet sharpen, our focus to support students, regardless of the current financial shortfall.

WHEREAS, the parties have a substantial interest in:

- Maintaining our commitment to quality instruction to meet the needs of all students.
- Suspending or eliminating duties that:
  - Are not required by the State,
  - May have limited or unknown efficacy, and/or
  - May have an unsustainable and/or consequential financial or workload impact as mutually agreed by the parties.

NOW THEREFORE, as parties understand the importance of continued partnership in order to mitigate the impact of the agreement reached as a result of the 2022-2023 financial shortfall, we agree to the following:

1. Time:
  - a. Prepare a streamlined elementary report card that reduces the number of reporting strands, so the report card is more manageable for teachers and helpful for families. The new report card will be implemented in the 2023-2024 school year.

- b. ESA's (Psych's, OT's, PT's, SLP's, Audiologists, Counselors, Social Workers, etc.) will not be subject to Section 19.4 (supervision)
  - c. Return to the same Wednesday Early Release schedule for all SEA represented employees (elementary and secondary, including ESA's)
  - d. Maximize and consolidate individual time throughout the calendar
  - e. Suspend expectation for PLC's (Appendix M):
    - i. Up to three staff meeting weeks/month (19.3.3) with at least one week for individual time in place of PLC time.
    - ii. The Building Leadership Team will establish the staff meeting schedule at the beginning of the year.
  - f. The parties will jointly develop a new mechanism to streamline IEP pay requests that ensures each individual is responsible for submission of their own documentation.
  - g. Eliminate or suspend the CEE/EES survey in the 2023-2024 and 2024-2025 school years.
2. Elementary Conferences:
- a. Suspend Spring Conference requirement for conferences for all students in 2023-2024 and 2024-2025:
    - i. Spring conferences will be held only for students who are not meeting standard or who may need additional support.
    - ii. Remainder of schedule for use for collegial and individual planning, at educator's discretion.
3. Assessments:
- a. K-5 District Assessments:
    - i. Reduce required assessments
      - 1. Reduce both winter literacy assessments (DIBELS & iReady): only students below the benchmark in the first window or who teachers suspect of being below.
      - 2. Reduce Math K-5 iReady to two assessment windows (fall and winter). No spring assessment.
    - ii. Provide [support for required K-2 assessments](#)

- b. Secondary Assessments:
  - i. iReady Math 6-12: Suspend middle and high school iReady for most students
  - ii. Assessment administered to the following students:
    - 1. Students who have iReady as part of an IEP.
    - 2. Students who are served in LAP math at MS and HS in the fall and spring.
- 4. Curriculum: In compliance with State requirements, for implementation beginning in the 2023-2024 school year, the District will commit to reviewing each of the following, with recommendations to identify priority standards and reduce or eliminate units and lessons that do not address the priority standards:
  - a. K-5 Social Studies
  - b. K-5 Health
  - c. 6-8 Character Strong
- 5. Information: The District will create a “Quick Access Resource Portal” for online curricula, assessment calendar & resources, district information systems, etc.
- 6. At the beginning of the 2023-2024 and 2024-2025 school years, staff at each worksite will engage in a building level conversation to identify and document any duties that may be removed from employees’ workload.
- 7. While maintaining our commitment to quality instruction to meet the needs of all students the parties will establish an ongoing Joint Committee to continue the process of suspending or eliminating duties that:
  - a. Are not required by the State,
  - b. May have limited or unknown efficacy, and/or
  - c. May have an unsustainable and/or consequential financial or workload impact as mutually agreed by the parties.

**APPENDIX U – SUPPORT FOR ELEMENTARY ASSESSMENTS MOU**

**MEMORANDUM OF UNDERSTANDING**

<p><i>Support for Literacy Assessment Administration K-2 (DIBELS, RAN/RAS)</i></p>	<p><b>Kindergarten:</b></p> <ul style="list-style-type: none"> <li>Kindergarten literacy assessments do not begin until winter.</li> <li>Kindergarten paraeducators may administer DIBELS and RAN/RAS assessments.</li> </ul> <p><b>1st and 2nd Grades</b></p> <ul style="list-style-type: none"> <li><b>Fall:</b> Title/LAP teachers are available to help with administration of DIBELS</li> <li><b>Winter:</b> Only students who scored below benchmark on DIBELS in the fall, or who teachers suspect have fallen below benchmark, need to be assessed. Title/LAP teachers can assess their students. District paraeducators will administer the RAN/RAS</li> <li><b>Spring:</b> Title/LAP teachers can assess their students. District office staff will be available to administer assessments to students on request.</li> </ul>
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Grade Level	Fall	Winter	Spring
<b>Kindergarten</b>	No literacy assessments	All students assessed  Paraeducators may assess students	All students assessed  Paraeducators can assess students
<b>1st Grade</b>	Assess all students  Title/LAP support	Assess only students below benchmark, or suspected below on DIBELS  Title/LAP can assess their students  District paraeducators assess students all students with RAN/RAS	Assess all students  District office staff can assess students  Title/LAP can assess their students
<b>2nd Grade</b>	Assess all students  Title/LAP support	Assess only students below benchmark, or suspected below  Title/LAP can assess their students  District paraeducators assess new students with RAN/RAS (not all 2nd graders need to be assessed)	Assess all students  District office staff can assess students  Title/LAP can assess their students

**APPENDIX V – NATIONAL BOARD CERTIFICATION SUPPORT POSITION MOU  
STIPEND AND JOB DESCRIPTION**

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING regarding a **STIPEND AND JOB DESCRIPTION FOR THE NATIONAL BOARD CERTIFICATION PROGRAM SUPPORT POSITION** is effective September 1, 2023 through August 31, 2025, and is supplemental to the 2023-2025 Collective Bargaining Agreement (“Agreement”, “CBA”) between the Shoreline Education Association (“SEA”) and the Shoreline School District No. 412 (“District”).

WHEREAS, the District has paid a stipend to SEA staff to provide districtwide support to non-supervisory certificated staff engaged in obtaining their initial, or renewing their expiring, National Board Certification; and

WHEREAS, SEA and the District agree to negotiate the compensation and job description for individuals who provide such National Board Certification Program support; and

WHEREAS, the District, with input from SEA staff, has developed a job description for the National Board Certification Program Support position;

NOW THEREFORE, the Parties agree to the following:

1. During the 2023-2025 school year and each year of the CBA, a stipend of \$4,000 shall be paid to an individual who performs the duties of National Board Certification Program Support.
2. The stipend in #1 above shall be pro-rated in the event an individual does not serve in the position for a full school year.
3. The duties and responsibilities of the National Board Certification Program Support Position shall be as outlined on the job description agreed by the Parties.
4. In the event more than twelve (12) non-supervisory certificated staff are actively engaged in pursuing their initial or renewal National Board Certification in a given school year, the District shall hire a second individual to provide such support. In the event more than twenty-four (24) candidates are eligible for such support, the Parties shall meet to discuss the number of National Board Certification Program Support positions to be hired.
5. The National Board Certification Program Support Position shall be considered a one-year assignment, and filled each year based on need as determined by the District.

**APPENDIX W – SCHOOL CLOSURES AND INCLEMENT WEATHER MOU  
MEMORANDUM OF UNDERSTANDING**

The District’s decision to close school is not made lightly, because typically the cancellation of school significantly impacts the lives and plans of staff, students and families. However, emergency situations arise that require the cancellation of all or a portion of a school day. In all cases, the safety of students and staff is the highest priority.

Staff whose work calendar is based on the school-year calendar are impacted when the District decides to close one or more schools/work sites on an emergency basis. Sometimes staff can work safely at their normal location even when students have been sent home, but at other times the entire work site is closed. The following chart describes the options for non-supervisory certificated staff whose ability to perform their work is impacted by an emergency closure of their school/work site. Please contact HR for questions specific to individual situations.

EMERGENCY SCHOOL CLOSURE	OPTIONS
<b>PARTIAL SCHOOL DAY</b> <i>will not be made up</i>	<ol style="list-style-type: none"> <li>1. Complete work schedule if safety permits; OR</li> <li>2. Work from home or an alternate location; OR</li> <li>3. Flex your time to make up cancelled work time; OR</li> <li>4. Use available compensated leave (Personal or Illness, Injury or Emergency Leave, i.e., “sick leave”).</li> </ol>
<b>FULL SCHOOL DAY</b> <i>will be rescheduled</i>	<ol style="list-style-type: none"> <li>1. Do not work on the day of closure; do work rescheduled school day.</li> <li>2. If unable to work rescheduled day, use available compensated leave for the rescheduled day (Personal or Illness, Injury or Emergency Leave, i.e., “sick leave”); OR</li> <li>3. Contact HR if unable to work and no compensated leave available.</li> </ol>
<b>FULL SCHOOL DAY</b> <i>will not be rescheduled (District receives waiver from State to not make up day)</i>	<ol style="list-style-type: none"> <li>1. Do not work on the day of closure. No leave is required.</li> </ol>
<b>POWER OR NETWORK OUTAGES</b>	
<p>With students and staff relying so heavily on technology to engage in instruction, power or network outages present a unique challenge. In the event of a power or network outage during the school day the District will determine whether school will be delayed or closed.</p> <ol style="list-style-type: none"> <li>1. If the power or network outage is <b>regional</b> and schools as well as students’ homes are impacted by the outage, the school day may be delayed or cancelled. If school is cancelled it will typically be made up on one of the days designated as a “school make-up day” on the school calendar. If school is delayed or dismissed early, the student day will be adjusted.</li> <li>2. If the power or network outage is <b>localized to the school</b>, the District will decide if school at that site may continue. Staff will be notified by their administrator/supervisor using the school’s communication plan if the school day will be altered but not cancelled. If school is cancelled, the District will apply to the State for a waiver of the requirement to make up the missed day; if the waiver is not approved the day will need to be rescheduled on one of the days designated as a “school make-up day” on the calendar.</li> </ol>	