

Collective Bargaining Agreement

between

Shoreline School District No. 412

and

***Shoreline Educational Support
Professionals Association/
Washington Education Association***

***Effective
September 1, 2023 to August 31, 2026***

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Shoreline, Washington

**SALARY SCHEDULE AND PROVISIONS FOR
SHORELINE EDUCATIONAL SUPPORT PROFESSIONALS
ASSOCIATION/WASHINGTON EDUCATION ASSOCIATION**

1.0 PREAMBLE

- 1.1 This Agreement is by and between the Shoreline School District No. 412 (hereafter "District") and the Shoreline Educational Support Professionals Association (hereafter "SESPA") representing bargaining unit members including secretaries, office managers, technical employees, student supervisors, paraeducators, nurses, health assistants, security monitors, crossing guards, and substitutes. SESPA is an affiliate of the Washington Education Association (WEA) and the National Education Association (NEA).

Commitments to Address Racism and Equity

SESPA 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.

SESPA 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 or the way they identify is not a predictor of their success, and where all participants in the system (student and adult) thrive socially, emotionally 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. Authentically work to provide SESPA members the opportunity to support 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 (including those related to the compensation of classified staff) 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. Utilize existing tools (e.g., annual equity audit, surveys, etc.) to participate in 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.

2.0 RECOGNITION

- 2.1 The District recognizes the Association as the exclusive bargaining representative of all employees including substitutes, within the bargaining unit who perform secretarial, technical, student supervisor paraeducator, nursing, health assistant, crossing guard or security responsibilities for the District, exclusive of confidential positions. Bargaining unit positions are identified in Attachment #1.
- 2.2 RCW 41.56.030(11)(c) exempts employees from the Public Employees' Collective Bargaining laws only if the employee is one "whose duties as deputy, administrative assistant or secretary necessarily imply a confidential relationship to (i) the executive head or body of the applicable collective bargaining unit,..." To be exempt, confidential positions must have duties with a "nexus" to the labor relations/collective bargaining functions of the employer. Any position not exempted by RCW 41.56.030 may be included in a collective bargaining unit, subject to the other provisions of RCW 41.56.

3.0 DEFINITIONS

- 3.1 Administrative Leave – Paid administrative leave, also called 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 contexts. When the District applies administrative leave in non-investigative contexts, it will do so in consultation with the employee and SESPA. Administrative Leave is not considered disciplinary.
- 3.2 COBRA – Consolidated Omnibus Budget Reconciliation Act of 1985. Provides for continuation of health benefit under specific situations with the premium being paid by the employee or dependent and as allowed by the insurance carrier.

- 3.3 Compensatory Time – Compensatory time is a form of payment for additional non-work time which is pre-approved by the employee’s supervisor and earned for time worked beyond the employee’s regularly scheduled hours in each work week. The option of compensatory time, in lieu of overtime or straight additional time, will be accessed by mutual agreement between the employee and the employee’s supervisor. (Section 17.0) Compensatory time must be taken during the same pay period in which the additional time is worked, unless an alternative schedule is mutually agreed to between the supervisor and the employee.
- 3.4 Day:
- 3.4.1 Business Day – A day that the school district central office is in operation and is exclusive of weekends and legal holidays.
- 3.4.2 Calendar Day – Any day of the calendar year.
- 3.4.3 Work Day – A scheduled work day for the employee and is exclusive of weekends, holidays, school breaks, and non-student days which are not scheduled work days for the particular employee.
- 3.5 Evaluator – The evaluator shall be designated by Human Resources, and shall be a program or building administrator, or a work site supervisor, and shall not be a non-supervisory certificated employee. All evaluators shall have training in appropriate evaluation practices and procedures.
- 3.6 Family and Medical Leave Act of 1993 – Provides for eligible employees to take up to twelve (12) weeks of unpaid, job-protected leave for certain family and medical reasons and is implemented by the District as Policy #5321/5321P.
- 3.7 Flex Time – An adjustment to an employee’s work hours within her/his regularly scheduled workweek that has been approved in advance by the employee’s supervisor.
- 3.8 High Impact – 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.
- 3.9 Hire Date – the earliest date of hire into service in the District, excluding substitute positions.
- 3.10 Hours:
- 3.10.1 Permanent Hours – Hours which continue from year to year, assigned to a regular employee.

- 3.10.2 Temporary Hours – Hours assigned to employees for a limited period of time, including, but not limited to:
- Summer school and summer programs (e.g., ESY, etc.);
 - To assist the District during peak work times;
 - To complete defined assignments; and
 - Hours that become available for a limited period of time.
- 3.10.2.1 Temporary hours are assigned by seniority, availability, and qualifications.
- 3.10.2.2 During the school year, temporary hours will be posted communicated to SESPA employees in the building and offered to qualified employees on a seniority basis when such employees are available for the work assignment. Regular employees may be assigned temporary hours during the school year and these hours will not be considered permanent hours.
- 3.10.2.3 When an employee has been assigned temporary hours, the employee may or may not be assigned the temporary hours for the following school year. Employees may be reassigned temporary hours for the following school year without posting, application, and further interview, at the discretion of the District. If reassigned temporary hours for the following school year, the assignment may or may not be with the same student and/or program.
- 3.11 Inclusion – An inclusion student is any student who would have historically been served in a self-contained environment with an IEP, but who has been determined by a student’s IEP team to be suitable for placement for some portion of a period or school day in a general education classroom.
- 3.12 Letter of Direction – A non-disciplinary letter which may be written by the District to an employee when there is no finding of misconduct based on just and sufficient cause. A letter of direction is non-disciplinary and clarifies future expectations as it relates to employee conduct and/or Board policy. Some investigations may not result in a letter of direction.
- 3.13 Overtime – Any work performed in excess of forty (40) hours in a standard work week shall be paid at the rate of time and one-half. (See Section 17.0)
- 3.14 Progressive Discipline – Discipline administered in progressive steps and dependent on the seriousness of the conduct. When discipline is required, confidentiality, fairness and respect for the individual receiving the discipline shall be the standard of application. Progressive Discipline consists of the following: written warning; letter(s) of reprimand; suspension(s); and possible termination. (See Section 28.0)

- 3.15 Regular Employee – an employee who is assigned permanent hours, and therefore, for that portion of the assignment, has a reasonable expectation of continued employment upon completion of the probationary period.
- 3.16 School-Based Employee – an employee whose primary work site is a school building.
- 3.17 Seniority – Seniority shall be defined as an employees’ continuous length of service in the Shoreline School District, calculated from the original date of hire in a permanent position. Approved leaves of absence shall not be considered an interruption of service nor shall employees accrue additional seniority while on leave. (Section 25.0)
- 3.18 Substitutes:
 - 3.18.1 Substitute – a person hired for a limited period of time for up to 30 continuous calendar days to replace an employee on leave or to fill an open, posted position through the duration of the normal hiring process.
- 3.19 Temporary Employees and Temporary Positions – A person hired for a limited period of time to provide specific services as contained in a job posting shall be considered a temporary employee, working in a temporary position.
 - 3.19.1 The use of temporary positions may be given special consideration by the parties when the use of a temporary position may prevent a reduction in force.
 - 3.19.2 A temporary position may not last longer than one year from the date of hire.
 - 3.19.3 Temporary Employees shall be eligible for medical benefits per SEBB guidelines, per 45.2 of the CBA, and shall be eligible for leave on the same basis as regular employees.
 - 3.19.4 Should a temporary employee be hired into a position with permanent hours, their temporary hire date shall serve as their seniority date.

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 rule or regulation affecting this Agreement, 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.

- 4.2 If any provision of this Agreement is held to be contrary to law or declared invalid through rule or regulation affecting this Agreement, upon written request of either party, bargaining on the provision(s) shall commence within ten (10) working days of said notice.

5.0 NON-DISCRIMINATION

There shall be no abridgment of citizenship rights or unlawful discrimination by either the District or the Association for reason of age, national origin, race, color, religion, gender, sexual orientation, marital status, or presence of a mental, physical, or sensory disability in the absence of a bona fide occupational qualification.

- 5.1 Employees have the right to work in an environment free from sexual harassment as defined by and under the provisions of applicable laws. An employee who has a complaint regarding sexual harassment may file that complaint according to District policy and procedures. This provision does not grant the employee the right to file a grievance regarding sexual harassment through the provisions of this Collective Bargaining Agreement. However, it does not prohibit the employee from exercising his or her rights in any other appropriate legal forum.
- 5.2 There shall be no discrimination against any employee for participation in union or non-union activities, seeking assistance from the union, or for utilization of the grievance procedure.

6.0 MAINTENANCE OF STANDARDS

- 6.1 While this Agreement remains in force, it is agreed there shall be maintenance of policies, procedures, and practices which affect said employees, salaries, benefits, terms, conditions of employment and job performance thereto. In the event a change is necessary in order to conform with law(s), rules and regulations, Section 4.0, Severability, shall become effective. In the event the District desires to change a policy, procedure or practice that impacts working conditions, the Association shall be notified and given the opportunity to bargain the issue.

7.0 TRAVEL REIMBURSEMENT

- 7.1 Employees who use their own transportation on District business shall be reimbursed at the mileage rate established by the District.

8.0 USE OF PERSONAL VEHICLES

- 8.1 Paraeducators will not be requested nor required to use their personal vehicles to transport students.

9.0 JOB DESCRIPTIONS

- 9.1 Each SESPA position shall be described in a job description, developed by the district and approved by the SESPA Labor Management Committee, to assure alignment with Attachment #5 Point Factor Job Classification System Worksheet. Job descriptions shall be approved by the Labor Management team or Reclassification Committee.
 - 9.1.1 In such cases as the Labor Management Committee believes a job description review may result in a reclassification, or if they are unable to agree to a job description, the reclassification committee shall review the job description to assure compliance with the Point Factor Job Classification System Worksheet. So long as additions or changes are deemed in alignment with the Point Factor Job Classification System Worksheet by the reclassification committee, the district may proceed with use of the updated job description. Once approved or updated, job descriptions shall note the approval date.
 - 9.1.2 Each SESPA position shall be noted on Attachment 1 – Bargaining Unit Positions and Pay Levels, which shall be updated annually, no later than May 31, for posting online with the collective bargaining agreement. In addition, after any position is reclassified, the job description shall be reviewed to assure alignment with the Point Factor Job Classification System Worksheet.
- 9.2 The parties agree that Human Resources will be responsible for maintaining and updating job descriptions, as approved by the Labor Management Committee. Job descriptions will be reviewed, and revised if necessary, in the following circumstances:
 - a. When a position becomes vacant.
 - b. When a new position is created.
 - c. When a department is reorganized.
 - d. When a reclassification request is received (review and revisions to occur after the request is reviewed by the Reclassification Committee).
 - e. When a posted position has no current job description or the job description is outdated.
 - f. When mutually agreed by the Association and District.
- 9.3 Paraeducators shall not perform any instructional duties normally performed by classroom teachers except while under the direction and supervision of a certified employee.
- 9.4 Paraeducators may be utilized in an instructional format to share instructional and educational duties with classroom teachers in school consistent with State laws and this Agreement.

10.0 POINT FACTOR JOB CLASSIFICATION SYSTEM

All SESPA positions are listed on Attachment #4. Each position is assigned a point value, based on the factor in the Job Classification System. Points are assigned as noted below, and each position is classified accordingly. See Attachment #5 for the Point Factor Job Classification System.

KNOWLEDGE AND SKILLS: Each job in Shoreline demands a certain level of knowledge and/or skills in order to fulfill the job requirements. Knowledge and skills may be practical, technical, or experiential and may be obtained through any combination of experience, education or training. Each job will require a certain level of interpersonal skills and the ability to communicate effectively.

Level 1: Knowledge of standardized tasks carried out within clearly defined parameters.

Level 2: Full working knowledge/expertise in a specialized area.

Level 3: Broad expertise that comes from education and/or experience requiring the interpretation and practical application of principles, techniques, or theory in a specialized area or a recognized discipline.

Level 4: Bachelor's degree or extensive work experience related to the job duties and required by the position.

Level 4A: Licensure, certification or advanced degree in a specialized field, as required by the position.

COMPLEXITY: Each job presents problems to be solved. Problems may require varying levels of analysis, independent thought, creativity, resourcefulness, or judgment. This factor measures the complexity of thinking, creativity, problem solving and conceptualization demanded by the job.

Level 1: Work situations are routine and regularly recurring, requiring attention and concentration but little or no discretion, consideration and/or planning.

Level 2: Varied situations requiring search for solutions; significant interpretation and evaluation is required to successfully recognize and define problems and alternative solutions.

Level 3: The situation to be resolved includes circumstances, facts, and issues that are often different from those encountered in the past. Problems are multi-dimensional; tradeoffs and risks must be considered. The employee must consider various possible alternatives and consequences before selecting a solution.

Level 4: Consistently required to make decisions involving a high degree of responsibility, with potential system-level impacts. Must coordinate information, and implement

rules and requirements from multiple agencies, stakeholders and systems, beyond the work site. Required to work with changing rules and requirements over time. Frequently communicates in written and verbal form to achieve a variety of outcomes.

PLANNING AND ORGANIZATION: This factor measures the requirements of a job to plan and organize projects, programs or activities, including organizing the various elements, tracking progress, assisting in individual stages, and integrating activities or functions.

- Level 1: Requires limited planning or organizing of duties.
- Level 2: Requires planning and organizing of one's own work and coordinating one's work with the work of others. Planning and coordinating may include arranging completion dates, sharing information, merging products or efforts, and scheduling meetings.
- Level 3: Requires planning and organizing of own work AND other's work, integration of individual efforts, and monitoring and scheduling of efforts to ensure the successful completion of an activity or project.
- Level 4: Requires coordination of work with other individuals from external agencies to meet deadlines. Frequently compiles data from multiple sources, especially external to the District, to ensure project completion.

INDEPENDENT JUDGMENT: This factor measures the requirements of a job to work independently with minimal supervision and demonstrate resourcefulness and good judgment in making decisions.

- Level 1: Follows established routines and requires limited independent judgment.
- Level 2: Exercises independent judgment in consultation with other employees and/or supervisors.
- Level 3: Exercises a high degree of independent judgment and makes decisions within the scope of the job responsibilities. The employee has the authority to interpret and apply District procedures.
- Level 4: Frequently makes independent decisions, while understanding hierarchical decision-making requirements and knowing when to refer a situation to district administration. The employee has the authority to interpret and apply legal guidelines and external regulations.

10.1 Relationship Between Salary Level and Classification Points

SESPA Salary Level	Classification Points
SESPA 1	50-60
SESPA 2	70-80
SESPA 3	90-100

SESPA 4	110-120
SESPA 5	130-140
SESPA 6	150-160
SESPA 7	170-180
SESPA 8	190-200

- 10.2 A Joint Classification Panel, consisting of two SESPA and two District representatives, will maintain the point factor classification system. Attachment #5 will be updated annually after the conclusion of the reclassification process, and before August 31.
- 10.3 Any current SESPA employee as of 8/1/99 whose job title came out at a lower level in the point factor classification system will be grandfathered at his/her 1998-99 pay rate, and he/she will continue to receive all State salary increases and local increments for the duration of the time served in that job title.

11.0 RECLASSIFICATION

- 11.1 It is the intent of the District to properly place employees on the salary schedule. In cases of salary placement error, the District will make the appropriate corrections.
- 11.2 Reclassification requests may occur because the nature and type of job duties and responsibilities have significantly changed over time or due to substantial and permanent reorganization of personnel in a department or at a worksite. Reclassification requests may be initiated by an employee, a group of employees, an administrator, a supervisor, the District, or the Association. Reclassification of job titles with multiple employees may be submitted as a group and/or individually. All reclassification requests shall be submitted to the Director of Human Resources on the approved District form no later than March 1. Reclassification requests will include a statement(s) supporting the need for reclassification of the position. Reclassification requests will be reviewed by April 15. Employees will be notified of the decision by April 30. Timelines may be extended by mutual agreement between SESPA and the District.
- 11.3 Eligibility for Requesting a Reclassification:
- a. Any individual must have worked at least 12 months in his/her current position before s/he is eligible to submit a request for reclassification.
 - b. Any individual and/or group requesting a reclassification must wait at least two years before making another request for reclassification.
 - c. The Joint Classification Panel will make exceptions to the eligibility criteria only in unusual and compelling circumstances.

11.4 The Director of Human Resources will convene a meeting of the Classification Panel no later than April 15 to consider reclassification requests. The Panel will consist of the Director of Human Resources, a District administrative appointee, and two SESPA designees.

11.4.1 The Classification Panel will perform the following functions:

- a. Review all reclassification requests;
- b. Review current job descriptions;
- c. Consider the impact within the bargaining unit and compare with other SESPA positions;
- d. Interview the requesting employee and/or group of employees, and, as necessary, the designated supervisor(s);
- e. A majority vote of the Panel is required in order to implement a reclassification change. The decision of the Panel is final and not subject to the grievance procedure.

11.5 The Director of Human Resources will notify the requesting employee(s) of the Classification Panel's decision no later than April 30. If the reclassification is granted, the additional pay is effective on September 1.

11.6 Reclassification requests by employees and/or the Association shall be limited to no more than fifteen (15) each school year.

12.0 PAY PROVISIONS

12.1 The District agrees to pay all Association members on a twelve (12) month basis for all hours worked whether permanent or temporary.

12.2 Where no certificated substitute is available, designated SESPA employees will be paid the difference between their hourly rate and the certificated senior substitute rate of pay when asked to fill in for absent certificated employees on an emergency basis.

13.0 PAY DAY

13.1 All employees shall be paid on the last business day of the month.

14.0 SALARY SCHEDULE

14.1 Beginning in the 2023-2024 school year, the rates on Attachments 1 and 2, including the salary schedule and the rates for the educational incentives for

completion of a certificate through the National Association of Educational Office Professionals' Professional Standards Program (PSP) or other educational degrees shall be increased by the Implicit Price Deflator (IPD) percentage increase for classified employee salaries, if any, in the month such State increases are effective. In addition to IPD, the rates on Attachment 1, salary schedule, and the rates on Attachment 2, educational incentives for completion of a certificate through the National Association of Educational Office Professionals' Professional Standards Program (PSP) or other educational degrees, shall be increased in the 2023-2024 school year by an additional 1%, in the 2024-2025 school year by an additional 1%, and in the 2025-2026 school year by an additional 1%. If the State grants a classified employee increase in a manner other than the percentage method used in the past or uses any other index or funding mechanism other than IPD, the parties agree to reopen the salary schedule solely for the purpose of applying such increase to the salary schedule.

14.2 Local Funding of Shoreline Longevity Increments

Funding of the cost of the Shoreline longevity increments shall be made from local funds, with no reduction in pass-through of State-funded employee salary increases, contingent upon successful levy passage leading to two levy collections per year. In any year that the District does not have two levy collections, the cost of increments will be deducted from the pass-through of State-funded classified employee salary increases, if any. In the event there is no State-funded classified employee salary increase from which the cost of increments may be deducted, increment movement will be suspended pending successful levy passage and collection or a subsequent State-funded classified employee salary increase.

14.3 Market Factor Adjustment

In connection with plans or efforts to fill an open or vacant position, the District will determine whether a "market factor" increase in the position's wage rate over that provided for by the salary schedule is warranted. The District will be entitled to make such a market factor increase either because the District posted but failed to fill the position at the salary schedule wage rate or because salary survey data compiled by the District reasonably supports the determination. Any such market factor increase in a wage rate will become effective for any and all current employees working in the same job title at the time that a new employee is hired with the market factor increase.

14.4 The District agrees not to reduce or eliminate any contractual benefits in order to finance any existing or future salary adjustments for the duration of this Agreement. The District agrees to consult with the Association on the District's plans to fund the salary adjustments for SESPA employees.

14.5 Substitutes for SESPAs Employees:

14.5.1 Pay Rate: The substitute rate of pay shall be Step 1 at the Classification/Salary Level of the position being filled.

14.5.2 Substitute Coverage: The District will make every effort to provide a substitute on the first day of absence for school-based employees. Any employees identified as not needing a substitute on the first day of absence will be confirmed in the labor management meeting prior to publication of the District's annual substitute coverage memo.

14.5.3 Training Opportunity During Long Term Leaves: In order to provide current employees with opportunities to expand their skills and abilities, current employees from the same site will be given preference when a long-term Substitute is hired. In such instances, the District will notify SESPAs members of the position needing coverage, and current employees will be invited to indicate interest as an internal applicant. The building or department administrator will give serious consideration to all internal applicants prior to finding coverage from outside the district. Should a current employee be selected, s/he will be reassigned to that position for the duration of the Long-term Substitute position. The individual will be returned to their original assignment when the Long-term substitute position ends.

15.0 INCENTIVE PAY

15.1 Employees who have achieved higher levels of certification or degrees, as well as graduate study for nurses, will be eligible to receive incentive pay at the highest level listed in the following sections. Employees qualifying at more than one level will receive only one level of incentive pay.

15.2 The District recognizes the Professional Standards Certificate as issued by the National Association of Educational Office Professionals (NAEOP) with the incentives provided on Attachment 2 beyond the salary schedule.

15.2.1 Salary recognition will apply to the highest certificate held by the employee and as recognized by the National Association of Educational Office Professionals for Paraeducators and Secretarial/Technical employees. The District will not require re-certification and the District will continue to pay the PSP incentive stipend after initial certification.

15.2.2 Employees intending to complete work necessary for a Certificate shall notify the Office of Human Resources by May 15 of the year preceding the work to be completed. Filing dates for recognition on the salary schedule shall be:

May 15 to receive payment on the September pay warrant;

September 15 to receive payment on the November pay warrant;
January 15 to receive payment on the March pay warrant.

15.2.3 Employees with a PSP and degree(s) will receive incentive pay at whichever level is highest.

15.3 Educational Incentives (not applicable to Nurses). To encourage and recognize professional growth, the following educational incentive stipends will be paid for the following educational levels:

Education Level
Associate Degree
BA or BS Degree (non-nursing)
MA or MS Degree (non-nursing/medical)

15.4 Nurse Educational Incentives. To encourage and recognize professional growth for nurses, the following educational incentive stipends will be paid for the following educational levels:

Education Level
BA or BS Degree
MS Degree (in Nursing or related medical field)
Graduate Study – 15 quarter hours
Graduate Study – 30 quarter hours
Graduate Study – 45 quarter hours

15.5 The District will adjust all incentive payments in Article 15 – Incentive Pay by the same percentage as that which is applied to the salary schedule on Attachment 1 in any year of this agreement.

15.6 Employees working 3 hours or less will receive one-half of the PSP/ Educational Incentive stipend.

16.0 WORK SCHEDULE PROVISIONS

16.1 Work Day:

16.1.1 All salaries and other provisions of this schedule shall be in compliance with State and Federal laws and the Fair Labor Standards Act for all employees within the bargaining unit based upon a standard work week of forty (40) hours per week, consisting of five (5) consecutive eight (8) hour days. If any SESP member is asked by an administrator to attend a meeting before or after the regular workday, s/he will be paid at the appropriate regular or overtime hourly rate for attending the meeting.

- 16.1.2 Employees who work a continuous four (4) hour period shall be entitled to a fifteen (15) minute rest break. Employees who work a continuous eight (8) hour period shall be entitled to two (2) fifteen (15) minute rest breaks.
- 16.1.3 An employee working four (4) continuous hours per day shall be granted a thirty (30) minute duty-free lunch period without pay.
- 16.1.4 All employees will be considered regular employees, who work permanent hours, unless hired into a temporary position as defined in Section 3.18, or as noted below:

High Impact/Inclusion	Temporary & of limited duration
Special Ed One-on-One paraeducator – for up to eight (8) weeks	Temporary & of limited duration
Overload hours	Temporary & of limited duration
Peak hours for office support	Temporary & of limited duration
Tutoring/Assisting Students (McKinney Vento, Avid, etc.)	Temporary & of limited duration
Health Assistant/Therapy Assistant (assigned to a single student)	Temporary & of limited duration
Locker room supervision	Temporary & of limited duration
Extra hours assigned with seniority considerations (in the building)	Temporary & of limited duration
Summer School & ESY – assigned by seniority, availability, and qualifications	Temporary & of limited duration

- 16.1.5 Senior High Directed Studies departments will plan release time during the workday as necessary for Paraeducators to meet with staff(s) for the purpose of understanding prescribed curriculum and/or revised Individual Educational Programs (IEPs).
- 16.1.6 Health Assistants hired to work in two buildings will be hired for six (6) hours per day with three (3) hours at each building minus travel time.
- 16.1.7 Employees who are required by the school district to travel between schools shall be provided with adequate travel time. The travel time will be included within the allotted hours and will be worked out between the building administrators for each of the affected schools.
- 16.1.8 Crossing Guards – Crossing Guard assignments (i.e. AM or PM Crossing duties at a particular school building) may be added to other assignments (in no less than 30 minute increments for the AM or PM shift, respectively); employees who are exclusively hired as crossing guards shall be assigned no less than one full hour paid at the SESP 2 salary rate. Employees working in Crossing Guard positions prior to September 1, 2017, shall

continue to be paid for one full hour for the Crossing Guard assignment, exclusive of any other position held by that employee. The building supervisor will assign the Crossing Guard other appropriate SESPAs Level 2 duties for the remainder of the hours not filled by Crossing Guard monitoring duties. Employees who are exclusively hired for one-hour Crossing Guard assignments and the school principal at each particular school building will work together in scheduling the full 60-minute assignment. Whenever possible, the parties will avoid split shifts and excess travel time. Travel time will be counted as set-up time for those Crossing Guards assigned by the District to multiple crossing site positions in the morning and/or the afternoon. It is understood and agreed that the Crossing Guard duties will not be used to reduce an employee's existing work hours and reduce their hourly earning. Crossing Guard minutes will not supplant or replace existing time spent in other SESPAs assignments, such as playground or lunchroom supervision, nor will Crossing Guard minutes be used to supplant office staffing in the elementary school offices.

16.1.9 Additional job responsibilities, as determined and approved at the work site/building and accepted by an employee, shall be compensated at the appropriate classification and rate of pay, as approved by the Director of Human Resources.

16.1.10 Work Outside of Classification. Current employees temporarily assigned to work in a higher level bargaining unit position for a day or more will be paid at the higher rate of pay when working in such an assignment. When a SESPAs employee is assigned to work in a higher level non-bargaining unit position, the Association and District will meet and discuss the situation, upon request by either party.

16.2 Planning Time and Meetings:

16.2.1 Classroom-based paraeducators assigned to Special Education, ELL, Title I, High Impact/Inclusion, and/or LAP classrooms for at least thirty (30) hours per week shall be provided at least one-hundred and fifty minutes (150) per week, in increments of no less than 30 minutes, during their workday for the purpose of planning. This time may be used to meet with certificated staff, and to assist in preparation and communication of essential information regarding instructional, health, safety and/or behavioral needs and supports. This time is necessary for paraeducators to effectively plan, coordinate classroom learning, understand the prescribed curriculum, and assist in carrying out student Individual Educational Programs (IEPs).

16.2.2 Classroom-based paraeducators assigned to Special Education, ELL, Title I, High Impact/Inclusion, and/or LAP classrooms who work less than thirty

(30) hours per week, will be provided with a prorated amount of the planning time/minimum increments described above.

16.2.3 If a paraeducator is asked by an administrator to attend a meeting before or after the regular workday, s/he will be paid at the appropriate regular or overtime hourly rate for attending the meeting. Examples of such meetings include, but are not limited to: SST, IEP, PBIS, and Intervention Team Meetings.

16.3 Work Year:

16.3.1 In the 2023-24 and 2024-25 school years, the work year of each SESPA employee shall be reduced by two (2) days from the work years listed below. The District and SESPA will work together to identify the days to be reduced on each work year calendar below.

16.3.2 A single calendar will be published for each of the work years below, which shall be the work year calendar for each of the positions listed as having that work year (e.g., 260-day work year, 250-day work year, 245-day work year, etc...). SESPA employees shall be assigned a work year based on their position as follows, inclusive of vacation as referenced in Section 18.1, and holidays as referenced in Section 19.1:

Length of Work Year
<p>191 Days</p> <ul style="list-style-type: none"> • Crossing Guard • Paraeducator-ADK (Kindergarten) • Paraeducator-CTE/Auto Tech • Paraeducator- HEE (Home Education Exchange) Coach • Paraeducator-Science • Paraeducator-In-School Suspension • Student Supervisor • Technician-ASL Interpreter • Technician- Behavior One-on-One • Technician- Visually Impaired Instruction
<p>193 Days</p> <ul style="list-style-type: none"> • Paraeducator-One-on-One
<p>197 Days</p> <ul style="list-style-type: none"> • Coordinator- College & Career Readiness • Coordinator- Student Store • Family Advocate • Paraeducator- Computer Lab • Paraeducator- CTE Culinary • Paraeducator- LAP • Paraeducator- Math Enrichment

<ul style="list-style-type: none"> • Paraeducator- MLL • Paraeducator- Resource Room • Paraeducator- Self-Contained • Paraeducator- Shorewood HS Culinary Arts CTE • Paraeducator- Title 1 • Security Monitor • Specialist- On-Line Education • Support- High School Graduation Success Office • Support- Technology Assistant • Technician- Behavior • Technician- Physical Therapy Assistant
<p>201 Days</p> <ul style="list-style-type: none"> • Family Advocate- Head Start • Nurse- RN
<p>203 Days</p> <ul style="list-style-type: none"> • Secretary- Attendance Middle School
<p>220 Days</p> <ul style="list-style-type: none"> • Office Manager- Children’s Center • Office Manager- Head Start • Secretary- Attendance High School • Secretary- Main Office High School • Secretary- Registrar Elementary • Secretary- Transportation Dispatch • Specialist- CTE • Specialist- Home Education Exchange
<p>230 Days</p> <ul style="list-style-type: none"> • Coordinator- Substitute Coordinator • Office Manager- Elementary • Specialist- Instruction Teaching & Learning <p>*Note: Elementary Office Managers assigned a 234 or 238-day calendar as of 2022-2023 shall retain their assigned calendar until they either change positions or separate from service with the District for any reason (excluding leaves of absence, which are not considered separation).</p>
<p>240 Days</p> <ul style="list-style-type: none"> • Office Manager- Middle School (hired after 9/1/2023) • Secretary- Counseling High School • Secretary- Registrar Middle School • Specialist- Boundary & Schools • Support- Elementary Science • Technician- Food Service/Accounting
<p>245 Days</p> <ul style="list-style-type: none"> • Office Manager- Middle School (hired before 9/1/2023)* <p>*Note: Middle School Office Managers assigned a 245-day calendar as of the 2022-2023 school year shall retain their assigned calendar until they either change positions or separate</p>

from service with the District for any reason (Excluding leaves of absence, which are not considered separation.)

250 Days

- Coordinator- ASB High School
- Office Manager- High School
- Secretary- Registrar High School
- Specialist- Health Services, Homeless Liaison
- Specialist- Highly Capable & Assessment
- Specialist- SPED Program Compliance
- Specialist- Student Services

260 Days

- Coordinator- Capital Projects Office
- Coordinator- Conference/Event
- Secretary- Human Resources
- Secretary- Transportation Dispatch
- Specialist- Comptroller/Grants
- Specialist- IT
- Specialist- Maintenance
- Specialist- Payroll
- Specialist- Payroll/Retirement
- Specialist- Transportation
- Technician- Accounting
- Technician- Accounts Payable
- Technician- Athletics
- Technician- Cashier & Purchasing
- Technician- Food Service
- Technician- Printing & Mailroom

16.3.3 Employees will continue to work the same number of hours on partial release days as scheduled on full student days. The purpose of this time for school-based employees will be to participate in professional development opportunities; attend meetings, as appropriate; collaborate with colleagues; and fulfill duties related to their position, including completion of required documentation/compliance paperwork. Implementation of a partial release/Early Release Wednesday model will not result in an overall adverse impact to SESPA positions.

16.3.4 All school-based employees shall be compensated for one 8-hour non-student day assigned to their work calendar prior to the opening of school, to be used as follows:

16.3.4.1 4 (four) hours will be used to participate in Opening School Activities determined by the school principal.

- 16.3.4.2 4 (four) hours will be used for Professional Development activities, including Safe Schools and other professional development activities determined by the school principal.
 - 16.3.4.3 The specific day on the work calendar shall be determined at the building level, based on the calendar for the year, with notification of the scheduled date for SESPAs members' participation provided to members no later than August 10th of each year.
 - 16.3.4.4 SESPAs members shall be required to sign in on a list on the day of the Opening of School/Professional Development Activities, and payment will be made only to those members who sign in and complete work on that day.
 - 16.3.4.5 Leave is not available for this Opening of School/Professional development work day.
- 16.3.5 Employees interested in obtaining extra hours (non-overtime) and who work less than 260 days per year may notify the Human Resources Office with their request.
- 16.3.6 Once the school year has begun, the District will offer additional work time within a building to qualified employees on a seniority basis when such work time is available. Employees who seek more hours of employment either at their own work site or at another work site within the District shall make a written request to the Director of Human Resources and to the immediate supervisor.

17.0 OVERTIME/COMPENSATORY TIME

- 17.1 Any work performed beyond forty (40) hours in a standard work week shall be compensable at the rate of time and one-half (1-1/2) the employee's regular hourly rate of pay. Employees shall not work overtime or accrue compensatory time hours without prior approval from their designated administrator(s).
- 17.2 Employees required to work Sundays shall receive double their normal rate of pay. Employees required to work holidays shall receive triple their normal rate of pay.
- 17.3 Compensatory time may be taken at mutually agreed upon times within the work year in lieu of overtime pay by mutual agreement between the employee and designated administrator(s). If the time worked exceeds the employee's regular schedule but does not exceed 40 hours for the workweek, the compensatory time would be earned at one (1) hour compensatory time for every additional hour worked. If the total number of hours worked for the week exceeded 40 hours, the compensatory time would be earned at one and one-half (1 ½) hours for every extra

hour worked beyond 40 hours during that work week. In general, compensatory time must be used during the pay period in which it was earned. In some situations, compensatory time may be used in a later pay period due to cyclical or peak workload periods. In those cases, the schedule for using the compensatory time needs to be approved by the administrator prior to authorization of the additional work time. In all cases, all earned comp time must be taken or else paid by August 31st of each year.

- 17.4 Flex hours and extra hours worked by part-time employees (less than forty hours per week) are not subject to the overtime provisions. Flex time is when a person has adjusted their work hours within their regularly scheduled workweek, with their administrator's advance approval. For example, a person works an extra 2 hours one day to meet a deadline, but leaves 2 hours earlier than scheduled on another work day during the same work week. This arrangement does not involve additional hours, pay or time off during the work week.

18.0 WORK AND VACATION SCHEDULE FOR SECRETARIAL AND TECHNICAL EMPLOYEES

18.1 See below

Length of Work Year	Holidays	Vac. Days	Net Work Days
260 Days:			
1-5 years service	13	10	237
6-10 years service	13	15	232
over 10 years service	13	20	227
250 Days:			
1-5 years service	13	10	227
6-10 years service	13	14	223
over 10 years service	13	19	217
245 Days: **			
1-5 years service	11	9	225
6-10 years service	11	14	220
over 10 years service	11	18	216
240 Days:			
1-5 years service	11	9	219
6-10 years service	11	14	215
over 10 years service	11	18	211
230 Days:			
1-5 years service	11	9	210
6-10 years service	11	13	206 (4)*
over 10 years service	11	17	202 (8)*
220 Days:			
1-5 years service	11	8	201
6-10 years service	11	12	197
over 10 years service	11	16	193

Length of Work Year	Holidays	Vac. Days	Net Work Days
Less than 220 Days:			
199 days	11	7	181
203 days	11	11	181
207 days	11	15	181

*Indicates extra days for the elementary Office Manager.

**Applies to the middle school Office Manager.

- 18.2 Based upon the employee's work schedule, building and District administrators can arrange the work schedule within the total net work days assigned within each classification. All work schedules will require prior approval by the administrator and the Office of Human Resources.
- 18.3 Each employee shall be assigned by personnel action form with designated length of year, as shown on the Work/Vacation Schedule, length of day, location, position classification and salary. Personnel action forms shall be submitted to all new employees within thirty (30) days of employment.
- 18.4 Earned vacation for eligible employees will be scheduled within a designated period agreed upon between the immediate supervisor and employee. Reconsideration of a vacation request denial can be made to the Director of Human Resources. Any exception to the vacation schedule granted to the employee shall receive prior approval from their immediate supervisor and the Director of Human Resources.
- 18.5 Employees may carry over a maximum of twenty-five (25) days of unused vacation. Vacation days may be utilized as agreed upon with the employee's supervisor. A maximum of thirty (30) days of unused vacation may be cashed out upon termination or retirement at the individual's per diem rate of pay.

19.0 HOLIDAYS

- 19.1 The following paid holidays shall be designated as such and any work that is requested or required to be performed on holidays by the administrator shall be paid triple their normal rate of pay for not less than two (2) hours:
- Labor Day
 - Veteran's Day
 - Thanksgiving and Native American Heritage Day (the day following Thanksgiving)
 - Christmas Day and one additional day
 - New Year's Day and one additional day
 - Martin Luther King Day
 - President's Day
 - Memorial Day
 - Juneteenth
 - Independence Day and one additional day*

- 19.2 Employees hired for 250 days per year or more shall receive holiday pay for the Independence Day holiday and one additional day associated with Independence Day. Employees hired for less than 250 days per year shall receive holiday pay for Independence Day, and/or the additional day associated with Independence Day only if they are scheduled to work by the employer the day before or after the holiday or day of observance. The employer shall not schedule work solely to avoid payment of holiday pay for Independence Day.
- 19.3 Starting in the 2023-2024 school year, if Juneteenth falls outside of the employee's work year (i.e., the employee is not scheduled to work the workday before or after Juneteenth), then the employee will not be paid for President's Day and instead will receive holiday pay for Juneteenth.
- 19.4 When a holiday falls on a weekend, the weekday preceding (if the holiday is on a Saturday) or following (if the holiday is on a Sunday) shall be designated as the day of observance. In order to receive holiday pay, a SESPA employee must be in active employment status (inclusive of paid leave) on the work day before or the work day following the holiday or day of observance. Holidays which fall during a vacation leave shall not be counted as vacation days.
- 19.5 Employees regularly scheduled to work less than five (5) days per week, will have their schedule adjusted to provide a commensurate paid holiday during the same work week. Example: 4 day employee who works 26 hours Tuesday-Friday, 6.5 hours of work each day. On a 5-day basis, the hours would be 5.2 hours. During a holiday week, the employee's schedule is adjusted to provide a 5.2 hour reduction throughout the week.
- 19.6 The afternoon prior to the Thanksgiving holiday shall be considered non-work time, and school-based SESPA represented employees shall be entitled to depart the building thirty (30) minutes after student dismissal. Crossing guards shall depart when their crossing duties are complete. Non-school-based SESPA represented employees shall be entitled to depart the work site at noon. The partial workday on the afternoon prior to the Thanksgiving holiday shall be considered a revision of the workyear for purposes of assigning service credit, and shall not result in any adverse impact to SESPA employees' salary, retirement credit or benefits.

20.0 LEAVES

Employees are required to report all leaves and any work time that is not worked. Such time must be reported on the District required leave form and delivered to the school/department timekeeper by the end of the month.

An employee's entire annual sick/personal leave/vacation allowance will be front-loaded and available for the employee's use at the start of the work year, and shall be pro-rated based on the employee's hire date.

Employees earn seniority credit while on unpaid leave.

20.1 Sick Leave – Accumulative

20.1.1 Each employee will be granted twelve (12) days annually for sick leave. Any unused sick leave allowance shall be accumulated to a maximum of 180 days. Eligible employees shall be compensated annually and/or upon separation from employment for unused sick leave credits on a one to four (1:4) basis in a timely manner and in accordance with District policies and the laws of the State of Washington. The District shall maintain the sick leave conversion entitlement so long as the District has the statutory right to do so.

Each employee who is employed by the District and who subsequently separates from employment may personally, or through his/her estate in the event of death, elect to convert all eligible, accumulated, unused sick leave days to monetary compensation. 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 SERS Plan 3; or d. at least fifty-five {55} years old, and at least fifteen {15} years of service under SERS or PERS Plan 2.

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

20.1.3 Accumulated days of sick leave may be used when an employee has a personal illness, including physical or mental conditions, which incapacitates the employee from performing his/her 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.

20.1.4 Sick leave may be utilized for medical and dental appointments when personal leave is exhausted.

20.1.5 For each day's absence due to personal illness in excess of the employee's sick leave allowance, deduction of a full day's salary shall be made.

20.1.6 A doctor's certificate may be required from an employee after five (5) days of absence.

20.1.7 Unused sick leave shall be transferred to and/or received from other public school districts in the State of Washington. Accumulated sick leave will be retained by an employee who is terminated due to reduction in force or granted a leave of absence.

20.1.8 Leave Sharing - Under the provisions of revised District Policy and RCWs 28A.400.380 and 41.04.650-665, employees may donate leave day(s) to a fellow employee who is suffering from or has a relative who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate employment.

20.1.8.1 It is noted that employees choosing to donate leave must meet the criteria for leave accumulation. Employees who have the ability to accumulate annual/vacation leave may choose to donate such leave when the criteria for accumulation of annual/vacation leave is met.

20.2 Sick Leave/Coordination - Industrial Insurance

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 his/her 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 payment cannot total more than the employee's regular annual salary. Any overpayments shall be returned to the District by the employee. No part of such absence shall be charged to sick leave.

20.3 Parental Leave

Five (5) days of paid leave shall be granted annually to each employee on the occasion of the birth, adoption, or foster placement beyond one month of a child or children in the employee's home. If both parents of a child are employed by the District, they are each entitled to five (5) days of leave and both parents may take their portion of the childbirth/foster placement leave at the same time or separately. In addition, employees shall be granted leave for childbirth or foster placement under provisions of Article 20.7 – Leave of Absence, or any other applicable leave.

20.4 Bereavement Leave (non-accumulative)

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 other relatives and/or friends. Such absence shall be reported on Form PS 102. 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 20.1.

20.5 Personal Leave

20.5.1 Three (3) days of personal leave will be frontloaded for each employee cumulative up to a maximum of eight (8) personal leave days. No additional explanation shall be requested by the District. No more than five (5) personal leave days may be taken consecutively at any one time, unless approved by the Director of Human Resources. Such absence shall be reported on the approved form for leave reporting. Personal leave may be used in increments which are less than full days.

20.5.2 An employee who uses less than the equivalent of three (3) days personal leave in a given school year may cash out the difference between the number of days used and the allocation of three (3) days at the employee's highest hourly rate of pay. All personal leave cash out requests must be submitted to Payroll by June 30. Compensation for personal leave cash out will be prorated for an employee who separates from employment before the end of the employee's work year. Section 20.4.2 is not applicable if the District would be required to pay additional actuarial cost due to an excess compensation finding by DRS. In that case, if the District has cashed out personal leave, the employee is required to reimburse the District for the cash out of personal leave.

20.6 Temporary Disability Leave

20.6.1 Each employee who, for medical reasons, cannot perform the functions of his or her assigned position shall be considered eligible for a temporary disability leave with sick leave benefit.

20.6.2 An employee requesting a leave due to temporary disability shall submit the leave request to the Office of Human Resources ten (10) or more days in advance of the proposed starting date of the leave, whenever possible.

20.6.3 The effective date of the leave will be determined by the Director of Human Resources, in consultation with the employee and recommendation of physician.

20.6.4 An employee on temporary disability leave shall receive sick leave benefits up to the number of sick leave days accrued and shall retain all other rights and benefits.

20.6.5 The school district shall have the right to request a physician's certificate of disability while the leave is in effect.

20.6.6 Termination of the temporary disability leave shall be when the employee's attending physician confirms the ability of the employee to resume normal duties of the assigned position. In the case of pregnancy, expiration of the

temporary disability leave shall be no later than sixty (60) calendar days after the termination of the pregnancy, unless the physician certifies in writing that the employee's disability continues.

20.6.7 An employee returning to duty from a temporary disability leave shall be returned to his or her previous assignment unless the position has been eliminated, in which case the employee shall be returned to a comparable position.

20.7 Federal and State Leaves

20.7.1 Family and Medical Leave (FMLA) - Family and Medical Leave shall be provided in accordance with Federal and Washington State laws and District Policy 5321 and 5321P. Policies and procedures are available on the District's website.

20.7.2 Washington State Paid Family Medical Leave (PFML)

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

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

20.7.2.3 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.

20.7.2.4 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:

20.7.2.4.1 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

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

20.7.2.4.3 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

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

20.7.2.6 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.

20.7.2.7 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.

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

20.8 Leave of Absence

After two (2) years of continuous, regular/permanent employment, a leave of absence may be granted, for up to one (1) year in duration, upon written application to the Director of Human Resources.

A leave of absence may be granted for:

- a. Personal or family illness (including parental leave);
- b. Family emergency, childcare, adoption, or foster care;
- c. Shared positions;
- d. Staff reductions;
- e. Study, education or travel related to the education profession;
- f. Elected or appointed public office (local, state, or national); or
- g. Other cases unrelated to circumstances above, including paid sabbaticals, approved by the Superintendent in consultation with Association leadership.

An employee may request and may be approved for an extension of the leave of absence up to a period of one (1) additional year, upon notifying the District by letter on or before April 1.

Notification of acceptance or rejection of a leave of absence request will be made in writing by the Director of Human Resources. Employees granted a leave of absence will retain seniority rights for salary placement and accumulated sick leave for the duration of the leave of absence. During an approved leave, employees will not accrue additional seniority, sick leave, vacation leave or retirement credit. Employees returning from a leave of absence will be re-employed at the same or a comparable position. The employee hired to replace the employee on leave shall have no vested employment rights.

20.9 Jury Duty Leave

An employee who is absent because of jury duty shall be paid his/her regular rate of pay. The employee will retain fees paid as reimbursement for mileage and/or related expenses. The employee shall furnish the District with a written statement showing the date of jury duty. The employee shall report to work when released from any jury duty during any scheduled work day.

20.10 Military Leave

Military leave shall be granted as specified in State and Federal law.

20.11 Return from Leave

A SESPA employee who is granted a leave of absence shall notify the Human Resources Director by letter not later than April 15 of his/her intention to return to District employment in the following school year. A person who fails to respond to the date stated above shall lose all rights to be re-employed.

20.12 Professional Leave

Employees may be granted professional leave on approval to attend conferences, workshops, training or other professional development opportunities, as well as to attend district-sponsored meetings.

20.13 Shared Leave

20.13.1 Employees shall be eligible to receive shared leave if they meet the 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 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 organization 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 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 appointment or treatment; or,
- g. They need the time for parental leave; or,
- h. They are sick or temporarily disabled because of pregnancy disability.

20.13.2 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.

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

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

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

20.14 Substitute Sick Leave

- 20.14.1 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 increments consistent with the District's normal payroll practices.
- 20.14.2 Leave usage may commence beginning on the 90th calendar day after their first workday in the District.
- 20.14.3 Substitute employees are entitled to use accrued sick leave in the same manner as regular employees. 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.
- 20.14.4 Substitutes shall be able to track leave accumulation and access sick leave using Employee Access. All substitutes shall be provided information in a substitute orientation, as referenced in Section 22.6, about the accumulation of sick leave as well as how to appropriately use and track leaves.
- 20.14.5 A maximum of 40 hours of unused leave may be carried over from one school year to the next.
- 20.14.6 In cases when a substitute separates from employment and is rehired within 12 months, unused leave shall be reinstated.

21.0 ASSOCIATION LEAVE/RELEASE

- 21.1 The Association shall be allowed 400 hours of leave for Association business. The Association shall pay the total cost of the substitute. The Association shall utilize the approved District system(s) to document utilization of Association Leave. The leave will be entered into the system as soon as possible to assist in securing a substitute to cover the leave. When a member of the bargaining unit is elected or appointed to a council, state or national association office, additional days of leave may be provided as mutually agreed upon with the Association, with all substitute costs borne by the Association. The District will continue its practice of providing and paying for a maximum of eight (8) substitutes per bargaining session for SESPA bargaining team members and members of joint District/SESPA committees when such meetings take place during the business day.

22.0 EMPLOYMENT PROCEDURES

- 22.1 All new employees will be hired on the basis of their experience and qualifications. The principal/administrator selects the applicant for the position but the Office of Human Resources determines the salary in accordance with the current salary schedule.
- 22.2 Each new employee shall be provided a written copy of the personnel action statement within thirty (30) days of employment. Information will include work location, salary placement, number of hours assigned, and work year.
- 22.3 Letters of notification regarding employment for the ensuing school year shall be sent to each employee prior to the end of the student's school year.
- 22.4 Every attempt will be made by the District to notify Classroom-Based Paraeducators two weeks prior to the start of the student year of placement for the ensuing school year. Information provided will include work location, salary placement, number of hours assigned, and work year.
- 22.5 The District shall continue to employ all employees, except temporary employees, unless there is just cause to terminate an employee.
- 22.6 Each employee, including substitute employees, shall be provided an orientation within the first three months of a. new employment or b. transfer to a new assignment. The orientation shall be provided within the employee's regular working hours. A checklist covering the orientation topics shall be mutually agreed by SESPAs and the District annually. The checklist shall separately describe each type of orientation, for new employees, and for employees transferred to a new position.

23.0 NEW EMPLOYEES AND EMPLOYEE MENTOR PROGRAM

- 23.1 New Employee Probation
 - 23.1.1 A probationary period for all new employees of ninety (90) calendar days will be required.
 - 23.1.2 Termination procedures and grievances regarding termination are not applicable to new employees during their probationary period.
 - 23.1.3 New employees shall be entitled to all other provisions of this Agreement.
 - 23.1.4 Prospective new employees will be required to undergo a background and criminal records check, including a fingerprint check, by both the State

Patrol and the FBI in accordance with applicable provisions of RCW 28A.400 and RCW 43.43.

23.2 Employee Mentor Program

- 23.2.1 The District and SESPA shall establish a peer-mentoring program through the labor management process for those SESPA employees new to their job title in Shoreline and unique to their building/department with peers in the district who share the same job title. The purpose of this program shall be to assist in the development and orientation of new SESPA employees. The District shall annually notify SESPA employees no later than November 1st of the availability, purpose and how to access the mentor program.
- 23.2.2 Prospective SESPA mentors shall be recruited and invited to submit their names for consideration in the spring of each year, for the upcoming year. Those mentors approved in previous years shall remain in the mentor pool unless they ask to be removed, or are removed for performance reasons. Mentors shall be selected from among experienced colleagues for the specific job skills at issue. Mentors and mentees will be matched by the District in consultation with the supervisor and the affected employees, and will be notified of the match within two weeks of the hire date of the mentee. The District will provide mentor training to newly selected mentors each year, no later than October 1st. Experienced mentors shall have the option to attend the annual mentor training.
- 23.2.3 The role of the mentor is to be available to demonstrate procedures, policies, processes, using effective techniques, strategies, and systems appropriate to the specific position. S/he is the designated person to answer questions and provide referral resources for the new SESPA employee.
- 23.2.4 Up to ten (10) hours of additional paid time will be provided to the mentor in order to compensate for the duties associated with the responsibility associated with the responsibility of mentoring a new colleague.
- 23.2.5 SESPA representatives will meet with District representatives to discuss and determine the appropriate peer mentor and release time authorized to mentor new employees and employees new to a position. Up to four (4) days of release time shall be provided, each, to mentors and mentees to meet for mentorship purposes.
- 23.2.6 On request of the struggling employee, or when the need arises, SESPA representatives will meet with District representatives to discuss and determine any appropriate mentoring and release time necessary to assist employees who have been reassigned or are struggling in their current assignment.

23.2.7 The District and SESPA will work with supervisors to provide opportunities for the mentoring activities to take place during the mentor's and the new employee's normal workday. If the peer mentor and the new employee choose to meet outside of their regular workday, such time will be voluntary and unpaid by the District.

23.2.8 The mentor is expected to keep the mentorship confidential and not discuss any mentorship details with other District employees, unless legally required to do so.

24.0 ONE-ON-ONE PARAEDUCATORS

24.1 One-on-One Paraeducators are regular employees, assigned temporary hours.

24.2 One-on-One Paraeducators are hired for the sole purpose of providing One-on-One support for a specific student receiving special education services. A One-on-One Paraeducator may remain assigned to a student when the student is moving from preschool to elementary, elementary to middle school, middle school to high school, or high school to the transition program.

24.3 One-on-One Paraeducators may remain assigned to the same student from one year to the next without posting, application and further interview. One-on-One Paraeducators may be reassigned at any time during the school year to address changing student and/or program needs. One-on-One Paraeducators may be reassigned in the following circumstances:

1. If the student leaves the district for any reason;
2. If the student's need for service as documented on their IEP is eliminated or decreased more than 25%, the employee may ask to be reassigned, and in such case shall be offered the first available One-on-One position that opens and is within 25% of their original hours;
3. If agreed by the District and the One-on-One Paraeducator; or
4. Based on the student's unique circumstances, the Principal(s), in consultation with the One-on-One paraeducator and the Executive Director of Student Services, may reassign the One-on-One Paraeducator, so long as such reassignment does not result in a reduction of hours.

24.4 One-on-One Paraeducators shall advance on the salary schedule on the same basis as other employees. Seniority of One-on-One paraeducators shall be maintained on a seniority list applicable only to such positions.

24.5 One-on-One Paraeducators will not be adversely impacted by staff adjustments (e.g., layoff or bumping), except in the circumstances described in the following paragraphs, Sections 24.6 and 24.7.

- 24.6 In the circumstance that a One-on-One paraeducator can not be reassigned, the District will first seek volunteers from other One-on-One paraeducators to either be re-assigned or take leave, in order to create capacity for the displaced One-on-One paraeducator. Should there be no volunteers, and no other position available, the One-on-One paraeducator seniority list shall be used to determine bumping rights, in reverse seniority order.
- 24.7 Any One-on-One paraeducator who is bumped will be placed in a special recall pool for One-on-One paraeducators, and may remain in the recall pool for up to twenty-eight (28) months. Such employees will be recalled on a seniority basis for any One-on-One position for which they are interested and qualified, regardless of the position's hours. Refusal of two separate offers of re-employment, for positions with hours at least 75% of the employee's previous position shall remove the employee from the recall list. All employees reinstated shall assume their previous accumulated seniority and benefits. Once an employee accepts another position in the recall process, or another position in the District, the employee relinquishes their recall rights under this section.

25.0 SENIORITY

- 25.1 Beginning September 1, 2023, there shall be no seniority granted to SESPA employees for employment in non-SESPA positions. Likewise, SESPA employees granted seniority for employment in non-SESPA positions prior to September 1, 2023 shall retain such seniority credit.

Seniority shall be defined as an employee's continuous length of service in the Shoreline School District, calculated from the original date of hire in a SESPA position, whether temporary or permanent. Seniority shall be reported by date of original hire. Seniority credit for salary step placement purposes for One-on-One Paraeducator assignments is addressed in Section 24.4. A SESPA seniority list, which shall include a separate section listing the seniority of One-on-One Paraeducators, shall be published annually no later than March 1.

- 25.1.1 Employees earn seniority credit while on unpaid leave. Employees on an approved leave of absence shall return to District employment with no loss of their seniority.
- 25.1.2 Employees who have voluntarily left the employ of the District shall regain their past seniority status if they are rehired by the District within 12 months of their resignation date. No seniority will accumulate during the break in service.
- 25.1.3 Employees rehired more than 12 months after their resignation date will not regain their seniority benefits.

25.1.4 Previously-accrued seniority in a SESPA position with permanent hours shall be recognized for employees who have been continuously employed in the District and return to a SESPA position with permanent hours.

26.0 PERSONNEL FILE

- 26.1 Upon request to the Director of Human Resources, an employee shall have the right to inspect and review the personnel file(s) kept by the District and may be provided a copy of evaluation/performance reports and other personnel materials contained within the file. The employee shall be notified of those communications that are related to job performance and included in the personnel file.
- 26.2 An employee shall be allowed to authorize inspection of his/her personnel file to a representative of the Association by submitting a written request to the Director of Human Resources.
- 26.3 The employee shall have the right to add relevant information into the personnel file.
- 26.4 Letters of reprimand shall be removed from the personnel file upon request, provided that twenty-four (24) months have elapsed and no further disciplinary action has occurred during that period of employment, except for information about verbal or physical abuse or sexual misconduct that must be retained pursuant to RCW 28A.400.301, and any implementing regulations thereunder, when the District has made a determination that there is sufficient information to conclude that the abuse or misconduct has occurred.

27.0 RESIGNATION

- 27.1 Employees shall give ten (10) business days notice when the employee plans to resign or retire. If there are circumstances that require resignation with less than ten (10) business days notice, approval must be obtained from the Director of Human Resources.

28.0 DUE PROCESS AND PROGRESSIVE DISCIPLINE

- 28.1 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.
- 28.2 **Investigations**
- 28.2.1 When allegations are received that rise to the level of possibly needing discipline, the employee who is the subject of the allegation(s) shall receive a written "Notice of Investigation." The notice will inform the employee

about the nature of the allegations, and the Association shall be copied on the notice. The District will begin the investigation as quickly as possible. The District will gather evidence and information about the allegations in order to determine the facts. The employee who is the subject of the allegation(s) and the Association will be given periodic updates and ongoing communication 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 any SESPA represented employee(s) impacted by the investigation.

28.2.2 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”).

28.2.3 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 and/or as legally permissible or required. Interviewees will be advised that their statements may be subject to disclosure requests to the Association for the purpose of Association representation. In addition, their statements may be subject to requests under the Washington Public Records Act following conclusion of the investigation. SESPA-represented employees interviewed as witnesses will be contacted directly and shall be 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.

28.3 Paid Administrative Leave

28.3.1 Paid administrative leave, also called administrative leave, is an employer-directed removal from the workplace for an indefinite period of time. *The employee is paid while on leave and retains all legal and contractual rights to contest any discipline that might ultimately be imposed.* 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 contexts. When the District applies administrative leave in non-investigative contexts (e.g., pending approval of ADA accommodation, when seeking documentation from an employee to allow return to work, special cases, etc.), it will do so in consultation with the employee and SESPA. Administrative Leave is not considered disciplinary.

28.3.2 When an employee is put on administrative leave for the purposes 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 SESPA on the written notice and allow SESPA 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.

28.3.3 Administrative leaves must be administered consistently and centrally. The decision to place an employee on administrative leave will be made by the Director of Human Resources (or their designee if the Director is unavailable) in consultation with the Superintendent or designee. Principals will contact the HR Director when considering administrative leave. 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. When the HR Director receives notice of a potential leave situation, they will, to the extent possible, request a written summary of the incident from the relevant building administrator, confer with the principal and obtain their recommendation as to whether leave is warranted, and review the allegations. If time and circumstances permit, the HR Director will talk to the complaining witness(es) and the employee (with the employee being advised of the right to have an Association representative present) and attempt to make a preliminary determination of the credibility of the allegations before placing the employee on leave.

28.3.4 The administrative leave does not have to last until completion of the investigation or until discipline is imposed. If the investigation reveals that the employee's presence in the workplace will not threaten or endanger children, self, or others, disrupt the educational or work environment, or interfere with the investigation, the employee may be brought back from administrative leave. This can occur regardless of whether the investigation has been completed or discipline is ultimately imposed.

28.4 **Outcomes of Investigations**

28.4.1 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.

28.4.2 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.

28.4.3 Disciplinary action shall be based upon just and sufficient cause, including the principle of progressive discipline.

28.4.4 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.

28.4.5 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.

28.4.6 Upon request, the Director of Human Resources will provide the Association with a status report concerning the SESPA represented employees on administrative leave.

29.0 TECHNOLOGY

29.1 Beginning in the 2023-2024 school year, the District will work towards a goal of providing all SESPA represented employees with appropriate technology to effectively communicate and successfully fulfill their roles. In addition:

- Each year, no later than the May SESPA Labor Management meeting, the Director of Technology shall meet with the labor management team to discuss needs, questions, and concerns pertaining to technology resources for the upcoming year.
- To inform potential priorities included in any Technology Levy, SESPA shall be provided with an input opportunity during the decision-making process that determines levy priorities.

29.2 Employees who require additional technological devices in order to effectively perform their duties may consult with their supervisor in order to identify available technology and/or resolve the issue.

29.3 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.

29.4 Employees shall be trained, and time provided for such training, in the operation and use of any technology provided to support students.

29.5 No audio or video that is recorded or otherwise captured shall be used for evaluation purposes without the permission of the employee.

29.6 There is mutual recognition that SESPA members may use their personal cell phones and other technology in the course of their regular duties. With such use, SESPA members' personal devices, accounts, and home networks do not become part of the District's network.

29.6.1 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.

29.6.2 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.

30.0 VACANCIES/CAREER CONFERENCING

30.1 A vacancy is a newly created position or a position currently not staffed and the District has determined that the position shall be staffed. All vacancies will be posted on the District's website under "Job Opportunities" throughout the calendar year.

30.2 Positions outside of the bargaining unit which allow for promotion (e.g., confidential positions, supervisory positions) will be on the District's website under "Job Opportunities" throughout the calendar year.

30.3 An employee is encouraged to seek a career conference with the Office of Human Resources when the individual is interested in a transfer or reassignment or promotion from their current position.

31.0 VOLUNTARY TRANSFER TO VACANT POSITIONS

31.1 Employees may request a transfer to an open position within their same classification.

31.2 The employee shall have the right to an interview with the immediate administrator/supervisor and/or an interview team regarding the proposed transfer. The employee shall be given serious consideration for the position and will be entitled to an exit interview upon the employee's request.

31.3 Written notification of selection or rejection with stated reasons will be made to the employee by the Office of Human Resources within a period of fifteen (15) calendar days after the transfer decision is made.

- 31.4 Temporary One-on-One Paraeducators will get first consideration over outside applicants for hiring into positions with permanent hours, at the same level (SESPA 3) or lower level position for which the person is qualified.

32.0 INVOLUNTARY TRANSFER TO VACANT POSITIONS

- 32.1 Involuntary transfer by the District shall be made subject to the following procedures:
- 32.1.1 Involuntary transfer of employees will be made based upon the educational program needs, qualifications, and the seniority of the employee for that assigned position.
 - 32.1.2 An employee will be provided information regarding assignment opportunities through the building administrator or the District. The District will seek qualified volunteers for transfer prior to implementing involuntary transfer. All such transfers shall be implemented on a seniority basis where qualifications are equal, with the least senior employee being transferred.
 - 32.1.3 Written notification of involuntary transfer will be provided to the employee no later than ten (10) working days prior to the involuntary transfer.

33.0 PROMOTION

- 33.1 A promotion shall be defined as an open position in a higher classification and salary rate.
- 33.2 Written notification of each position announcement will be posted on the District's website under "Job Opportunities" throughout the calendar year. Job postings will be open for at least 10 business days, except for the period of August 1st through September 30th when the posting period may be reduced to five (5) business days to address urgent staffing needs.
- 33.3 Position announcements will provide the following: classification level, full or part-time, length of work year, level (elementary, secondary, district), qualifications for the position and salary range.
- 33.4 Interested employees shall apply for the position by letter and qualified applicants will be interviewed.
- 33.5 Consideration shall be given the applicant as to qualifications, job performance, seniority, and other related factors.
- 33.6 Written notification of selection or rejection with stated reasons will be made to each applicant by the Office of Human Resources within a period of fifteen (15) calendar days after the selection.

- 33.7 An employee, who is not a rehired retiree, seeking a promotion shall have the right to an interview with the immediate administrator/supervisor and/or an interview team regarding the promotion opportunity. The employee shall be given serious consideration for promotion opportunities and will be entitled to an exit interview upon the employee's request.
- 33.8 A promoted employee will be assigned directly to the same equivalent experience step within the new category, and receive an increase in salary accordingly.

34.0 REDUCTION IN THE WORK FORCE

- 34.1 If the District determines that a reduction in force is necessary, the following procedures shall apply:
- 34.1.1 Retention of staff shall be by seniority where ability and qualifications are substantially equal and the employee possesses the required job skills and qualifications stated in the official job description. The District may require a job related skills test for designated positions. This subsection is not subject to the grievance procedure described in Article 38 of this Agreement.
 - 34.1.2 The District will meet with designated SESPAs representatives to review the seniority list, the positions to be eliminated, the positions to be reduced in hours, the open positions, and the choices to be offered to affected employees in seniority order.
 - 34.1.3 In the event of a reduction in force, employees surplus will be given written notice at thirty (30) calendar days prior to the effective date of layoff. An employee who is laid off will be paid for accumulated vacation time.
 - 34.1.4 In cases where more than one employee has the same accumulated seniority, lay-off will be determined by hire date, then lottery if necessary.
 - 34.1.5 An employee whose position is eliminated will be given the opportunity to bump the least senior employee at the same wage classification level whose total number of hours per year are within 25% of the more senior employee's total number of hours per year. In order to exercise bumping rights, the senior employee must possess the required skills and qualifications for the designated position, as stated in the official job description. In the event that the senior employee does not possess the required skill and qualifications, the senior employee will be given the opportunity to bump the next least senior employee at the same wage classification level in a position for which the more senior employee is qualified and whose total number of hours per year are within 25 percent

(25%) of the more senior employee's total number of hours per year. Upon request, the senior employee will be provided a written statement with the reasons for not being offered a designated position. Refusal of two offers to bump a less senior employee shall place the individual at the bottom of the recall list.

34.1.6 Laid off employees will be placed in a recall pool. Where required skills and qualifications are substantially equal (as stated in the official job description), employees in the recall pool shall be given priority for twenty-eight (28) months on a seniority basis for available positions for which they are qualified with total number of hours per year that are within twenty-five percent (25%) of the laid off employee's total number of hours at time of layoff. Recall candidates will be interviewed for any positions for which they are interested and qualified, regardless of the position's hours.

34.1.7 All employees in the recall pool shall be notified by registered letter/signed receipt of new job openings within their wage classification level. The employee is required to respond by telephone within five (5) calendar days of mailing or they will not be considered for the position. The employee will provide written confirmation of their response by E-mail or letter within five (5) calendar days after phoning the Human Resources office. Refusal of two offers of re-employment shall place the individual at the bottom of the recall list. Employees may remain in the recall pool for a total of twenty-eight (28) months.

34.1.8 Employees shall retain placement rights in their wage classification (or lower classification upon request) at the time of lay-off. Employees who are laid off shall have preferential hiring rights to available positions as determined by the required skills and qualifications stated in the official job description(s) involved. These placement rights will be in effect for a total of twenty-eight (28) months.

34.1.9 All employees reinstated shall assume their previous accumulated seniority and benefits.

34.1.10 Once an employee accepts another position in the bumping or recall process, the employee relinquishes his/her bumping and/or recall rights for any position other than his/her original position.

34.2 Employees on layoff status may continue insurance programs by self-payment as allowed by the insurance carrier and as provided for under COBRA provisions.

34.3 Reduction in the work force as the result of a special levy failure shall not take effect until the end of the current year.

35.0 REDUCTION IN HOURS

- 35.1 The District and the Association agree that if a reduction in force is necessary, positions will be eliminated rather than hours reduced for all employees.
- 35.2 In the event that a position is reduced, it will not trigger the options in Article 34 unless one or both of the following have occurred:
- a. Reduction of at least one regular (permanent) hour per day,
 - b. Reduction of ten (10) days per year.
- In such cases that one or both of the reductions above are implemented by the District, the affected employee will be provided with the same rights and responsibilities as stated in Article 34. The affected employee will be provided the following options: a. bumping the least senior employee at the same wage classification level whose total number of hours per year are within twenty-five percent (25%) of the more senior employee's total number of hours per year; or, b. accepting a partial layoff with recall rights for additional hours available in their same school or department.

36.0 RETIREMENT

- 36.1 Retirement provisions and benefits for members of this bargaining unit are determined by the State Legislature and administered by the Department of Retirement Systems.
- 36.2 Retirees and retirees who have been rehired will be considered on the same basis as applicants from outside of the District.

37.0 PERFORMANCE EVALUATION

- 37.1 A performance evaluation of each employee shall be accomplished annually no later than June 1, except the performance evaluation of employees with a work year of 220 workdays or greater shall be accomplished annually no later than July 1. Each year the employee will be notified of his or her evaluator. The evaluator will discuss any performance difficulties with an employee, as soon as the difficulties become known to the evaluator(s), and will work with the employee to improve his/her job performance.
- 37.2 An employee will receive an initial performance review by the evaluator after sixty (60) days of employment. This review is to be submitted to the Director of Human Resources no later than ninety (90) days after initial date of employment. Notification of performance review must be given each employee each year.
- 37.3 The Office of Human Resources will forward the performance review forms to the evaluator each year. Completed forms will be submitted to the Office of Human Resources.
- 37.4 Performance evaluations must be signed by the employee to acknowledge receipt and a space shall be provided for the employee comment; the employee's signature

need not represent agreement with the evaluation. Any employee may elect to submit a response to the performance evaluation within a period of thirty (30) calendar days for inclusion with the performance evaluation. A copy of the evaluation form is attached to this Agreement as Attachment #6.

38.0 PROFESSIONAL DEVELOPMENT PROGRAM

- 38.1 The professional development program is a cooperatively planned program sponsored by the District. This program is designed to assist employees in their choice of professional education to: a. increase skills; b. improve performance; c. ensure employees who are required to complete the Fundamental Course of Study are provided paid time to do so; and d. enhance other related areas consistent with job requirements. Employees will be allowed to use their professional development stipend to participate in a flexible range of professional development activities outside of the employee's regular workday or work year. All professional development opportunities may be accessed throughout the school year, i.e., any time between September 1 and August 31. No employee who is on a leave of absence, has resigned or otherwise terminated employment shall be eligible for professional development opportunities after their last work day.
- 38.2 Interested employees shall apply for staff development to attend activities that are appropriate for their position.
- 38.3 Early Release Wednesdays:
 - 38.3.1 The District shall ensure that building-based SESPA employees who work a schedule that results in them being on site during Early Release Wednesdays shall have the opportunity to attend a classified staff meeting once per month, during an Early Release Wednesday, or at another time during their assigned hours. The purpose of classified staff meetings shall be to facilitate communication of system-wide impacts of new or ongoing initiatives, as well as ensure that building staff are aware of building-level issues and priorities, and the impact on their work.
 - 38.3.2 Four times annually, building-based SESPA employees who work a schedule that results in them being on site during Early Release Wednesdays shall have the opportunity to attend professional development sessions developed by the District specifically to meet the needs of classified employees. Such professional development shall be offered after employee input regarding potential professional development opportunities has been sought by the district, and will be offered in such a manner as to facilitate job-alike professional development when appropriate.
 - 38.3.3 Building-based SESPA employees who work a schedule that results in them being on site during Early Release Wednesdays shall be invited to attend

professional development sessions offered to certificated staff during the SESPA employee's assigned hours if such professional development is:

- a. Determined by the building administrator to be relevant to their duties;
- b. Does not conflict with the classified staff meeting referenced in 38.3.1, above; and,
- c. Does no conflict with the professional development in 38.2, above.

38.3.4 The district shall offer professional development opportunities during Early Release Wednesdays to ensure all paraeducators have the opportunity to receive training in compliance with ESHB 1115. These opportunities may be part of the offerings described in Section 38.2, above, and those paraeducators who do not work a schedule that results in them being on site during Early Release Wednesdays shall be paid their regular hourly rate to attend.

38.4 Except for District sponsored staff development events, all requests shall receive approval from the administrator supervisor prior to the applicant's attendance at staff development programs.

38.5 Employees utilizing District sponsored staff development will not be charged fees or expenses, excluding books, materials and supplies. This provision does not apply to courses taken for college credit.

38.6 Professional Development Stipends:

38.6.1 The stipends herein (Section 37.6.1) shall be suspended for the 2023-2024 and 2024-2025 school years. Resuming in the 2025-2026 school year, every SESPA employee working more than three hours in a SESPA position may work six (6) additional hours payable at \$27.50 per hour for attending classes, workshops or other staff development programs provided by the building, District or by outside agencies (including District approved job-alike meetings, on-line courses, and audio-visual courses) outside the employee's regular work day or work year. Every SESPA employee working three hours or less in a SESPA position may work three (3) additional hours payable at \$27.50 per hour for training opportunities as described above.

38.6.2 In addition, each non-school-based SESPA employee may access one additional stipend (six [6] hours or three [3] hours, as described above), payable at \$27.50 per hour for attending classes, workshops or other staff development programs provided by the building, District or by outside agencies (including District approved job-alike meetings, on-line courses, and audio-visual courses) outside the employee's regular work day or work year. Non-school-based employees who access this additional day are encouraged to avoid triggering overtime.

- 38.6.3 Although training may occur at multiple times, to reduce administrative workload, requests for professional training stipend payments should be submitted once per year per employee, no later than August 1. Employees may submit a request that exceeds their entitlement. Any unclaimed hours shall be dispersed in rounds to benefit the maximum number of employees who submit approved requests that exceed their entitlement. Payment shall occur in the pay period following receipt of the request.
- 38.7 Employees working a 260-day work year may use the professional training stipend to pay for all or part of the registration costs for a conference or seminar registration consistent with the employee's job responsibilities and requirements, including conferences and seminars held during the employee's scheduled workday (which may be held outside the District).
- 38.8 Tuition Guidelines. Except in the 2023-2024 and 2024-2025 school years, the classified tuition reimbursement program will continue to be funded at a minimal level of \$6,000 each year. The purpose of this program is to provide \$100 towards the cost of tuition or conference fees for job-related courses for SESPA employees only. This reimbursement can be applied towards tuition, registration fees, material fees and book fees. Reimbursement requests must be submitted by August 31. Employees may submit a request that exceeds their entitlement. Any unclaimed tuition reimbursement funds shall be dispersed in rounds to benefit the maximum number of employees who submit approved request that exceed their entitlement. Reimbursements shall be paid by August 31, in the pay cycle following receipt of the approved request in the Business Office.
- 38.9 Facilitators – Family Advocates Office Managers and Security
- 38.9.1 Beginning in the 2025-2026 school year, the District will support the use of a Group Facilitator for the Office Managers, who will work with the appropriate administrator to assist in gathering input for their respective group, to implement a cohesive district-wide program and support regularly scheduled group meetings. The facilitator will be provided with up to five (5) hours additional compensation per month, paid at the employee's regular hourly rate (or overtime, if applicable). The facilitator will be selected annually, unless otherwise agreed by the District and SESPA, with input from the Office Managers.
- 38.9.2 Beginning in the 2025-2026 school year, the District will support the use of a Group Facilitator for the Family Advocates, who will work with the appropriate administrator to assist in gathering input for their respective group, to implement a cohesive district-wide program and support regularly scheduled group meetings. The facilitator will be provided with up to five (5) hours additional compensation per month, paid at the employee's regular hourly rate (or overtime, if applicable). The facilitator

will be selected annually, unless otherwise agreed by the District and SESPA, with input from the Family Advocates.

38.9.3 Beginning in the 2025-2026 school year, the District will support the use of a Group Facilitator for the Security Monitors, who will work with the appropriate administrator to assist in gathering input for their respective group, to implement a cohesive district-wide program and support regularly scheduled group meetings. The facilitator will be provided with up to five (5) hours additional compensation per month, paid at the employee's regular hourly rate (or overtime, if applicable). The facilitator will be selected annually, unless otherwise agreed by the District and SESPA, with input from the Security Monitors.

39.0 GRIEVANCE PROCEDURE

39.1 In the event that any difference arises between Shoreline School District and the Association, or any employee, concerning the interpretation, application, or compliance with the provisions of this Agreement, such difference shall be deemed to be a grievance and shall be settled only in accordance with the grievance procedure set forth herein. 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.

39.1.1 Step 1: The employee shall first discuss the grievance with his/her immediate supervisor within thirty (30) business days after the alleged grievance has occurred. The employee may be accompanied by a representative of the Association, if requested by the employee. Every effort should be made at this level to resolve the grievance. This provision may be waived by mutual consent of the parties. In such cases that jurisdiction over the issue being grieved does not lie with the immediate supervisor, the parties agree the Step 1 meeting will take place with an alternate district appointed administrator who does have decision-making authority over the issue in dispute.

39.1.2 Step 2: If no settlement is reached at Step 1, the grievant or the Association representative will reduce the grievance to writing. The written grievance will be submitted in writing within fourteen (14) calendar days after the conclusion of Step 1, to the immediate supervisor for reconsideration with copies to the Director of Human Resources. A Step 2 grievance meeting shall be held within 14 calendar days of receipt of the written grievance. The supervisor will provide a written response within 14 calendar days from the Step 2 grievance meeting date.

39.1.3 Step 3: If no settlement has been reached at Step 2 within the specified time limits, the grievant and/or the Association representative may submit

the written grievance to the Superintendent. The grievance must be submitted to the Superintendent within 14 calendar days of the conclusion of Step 2. A Step 3 grievance meeting shall be held within 14 calendar days of submission of the grievance to Step 3. The Superintendent or designee will provide a written response within fourteen (14) calendar days from the Step 3 grievance meeting date.

- 39.2 If the Association has cause to file a grievance, the grievance may commence at Step II, Section 39.1.2 of this procedure by mutual agreement. The Association grievance shall be presented within thirty (30) days after alleged grievance has occurred.
- 39.3 Arbitration. If the disposition of the grievance by the Superintendent or designee is unacceptable, the Association may, within fourteen (14) calendar days of receiving the Step 3 response, submit the grievance to the American Arbitration Association (AAA) and request an arbitration hearing. The parties agree to comply with the AAA rules and the following guidelines:
- 39.3.1 The Arbitrator shall limit his/her decision strictly to disputes involving the application, interpretation or alleged violation of specific articles and/or sections of this Agreement or staff evaluation.
- 39.3.2 There shall be no appeal from the Arbitrator's decision if within the scope of his/her authority. The decision shall be final and binding on the Association, the employee(s) involved, the Administration, and the Board.
- 39.3.3 The fees and expenses of the Arbitrator shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
- 39.4 The grievance procedure outlined in this Agreement shall not preclude the employee and/or the Association from taking legal steps available to them through the courts of competent jurisdiction.
- 39.5 The Association shall have an opportunity to be present at all grievance meetings and present the Association's interpretation of the clause(s) of Agreement in dispute.
- 39.6 If an employee and/or the Association representative fail to submit written grievances to the next grievance step within the time limit so specified, it will be assumed that the grievant has dropped the grievance or accepted the resolution of the grievance at that level. If the District at any step fails to respond within the required time limits, the grievance shall automatically move to the next step; however, the District and the Association may mutually agree to extend the time limits at any one of the steps.

39.7 There will be no retaliation against employees who participate as parties in a grievance, whether as grievants, witnesses, representatives or designees of the Association or District, by either the District or the Association.

40.0 EMPLOYEE RIGHTS

40.1 Employees shall be assigned only to those duties that are basic to their classification.

40.2 The District agrees to hold employees harmless and defend from any financial loss, including reasonable attorney's fees for actions arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act or failure to act by such employee, within or without of the school building, provided such employee, at the time of the act or omission complained of, was acting within the scope of his/her employment or under direction of the District.

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

40.4 The District shall, through District insurance programs, reimburse employees for replacement of clothing or personal property damaged, destroyed, or stolen while employees are engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof, provided that the employee has registered such personal property with the building principal prior to loss and that such loss is not otherwise covered by the employee's personal insurance.

40.5 The District shall hold harmless and defend employees to dispense or administer medication. Prior to such requirement, employees shall be trained in correct procedures including a review of District expectations, policies and procedures.

40.6 Employees shall have the right to representation at all levels on those matters affecting conditions of employment.

40.7 Administrators shall not interfere with an employee's right to contact or file a report with an appropriate law enforcement agency. Filing a false report may be a basis for disciplinary action.

40.8 Enrollment of Employee's Child

40.8.1 The District shall enroll nonresident students in Grades 1-12 who are the children of full-time and part-time classified employees at the school requested by the employee. Kindergarten children of full-time and part-time classified 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.

- 40.8.2 Transportation must be provided by the student's family and a release must be obtained from the resident district.
- 40.8.3 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.
- 40.8.4 Students who are the children of District employees shall have preference in boundary exception decisions over students who are children of non-employee parents.
- 40.8.5 SESPA employees, including all full and/or part-time contracted staff but excluding substitutes, shall receive a discount commensurate with that of Shoreline Education Association employees off the tuition rate if they choose to enroll their child(ren) in the Shoreline Children's Center program.

40.9 Privacy of Information

- 40.9.1 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 addresses, Social Security numbers, and emergency contact information of employees covered by this Agreement.
- 40.9.2 The District will notify the Association of third-party requests for lists of employees covered by this Agreement.

41.0 ASSOCIATION RIGHTS

- 41.1 The District will make a payroll deduction for Association dues and assessments upon receipt of a written authorization executed by an individual employee. Any

deductions for political contributions subject to RCW 42.17A.495 shall be separately authorized in writing by the employee on forms that comply with WAC 390-170-100, and be revocable by the employee at any time. The District shall provide all employees annual notice of their rights regarding payroll deductions for political contributions under WAC 390-17-110.

- 41.2 Prior to the beginning of each school year, the Association will give written notice to the District of the dollar amount of dues and assessments required of an Association member. The amount for deductions shall not be subject to change during the school year. The deductions authorized by the above provisions will be made in twelve (12) equal amounts from each paycheck beginning the pay period of September through the pay period in August of each year. Employees who commence employment after September or terminate employment before June shall have their deductions prorated. Each month during the school year, the District will send the Association all money deducted for dues accompanied by a list of names of those employees for whom payroll deductions were made, and a list for whom payroll deductions were not made. Such notification shall include 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.
- 41.3 The District shall provide written notification to the Association of all newly hired bargaining unit members and those returning from leave, and indicate the hourly rate, number of hours and days to be worked so that the Association can notify the District of the amount of monthly Association dues deduction. The district will also provide the names of any bargaining unit members who are on a leave of absence, and the anticipated duration of such a leave. This notification shall occur within twenty-four (24) hours of the Board hiring date or leave approval for regular employees and will include all substitutes hired since the last list provided to the Association.
- 41.4 The Association agrees to indemnify and hold harmless the employer from any and all liability resulting from the dues check-off system.
- 41.5 The District agrees to inform all new employees included in the bargaining unit of the Association's exclusive recognition and shall provide present and future employees with an electronic copy of the Agreement. Association membership forms and related information provided by the Association will be included in all new hire packets.
- 41.6 The District agrees that representatives of the Association shall have access to District facility premises at all reasonable times, including during regular school hours to conduct Association business so long as such business does not disrupt

program activities. If the district holds or co-sponsors a job or benefit fair pertaining to SESPA positions, the Association will be given notice not less than sixty (60) days in advance and will have the right to operate its own table or booth to provide information to participants throughout the duration of the event.

- 41.7 The Association shall have the right to post notice of activities and matters of Association concern on bulletin boards provided. The Association shall have access to staff mailboxes, email, and internet access for communication purposes.
- 41.8 The District shall provide to designated Association representative(s) a copy of Board materials in advance of the regular Board meeting. On request, the district shall furnish the Association with data and information concerning the financial resources of the district, including, but not limited to, annual financial reports and audits, monthly updates of financial reports, tentative budgeting requirements and allocations, and student enrollment data.
- 41.9 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 meetings or presentations.
- 41.10 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.
- 41.11 These rights are agreed to by the District and the Association for the purpose of maintaining a professional relationship between the parties to the Agreement. No rival organization shall enjoy any of the rights contained herein except as provided by law.
- 41.12 The District agrees to notify the Association and bargain any variation of the salary schedule except for approved reclassification.

42.0 DISTRICT RIGHTS

- 42.1 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 Rules and Regulations and Board policies and procedures.

- 42.2 Pursuant to the laws of the State of Washington, the Board has the responsibility for formulation and implementation of policies and procedures governing educational program and services of the District.
- 42.3 The exercise of the District's rights stated herein is an exclusive function of management.

43.0 HEALTH AND SAFETY

- 43.1 Members of this bargaining unit will be required to participate in State-mandated training during the work day or if such training is given outside the work day, the employee will be paid additional time.
- 43.2 Employees will be informed, as soon as District administration is aware, when potentially exposed to contagious diseases and illnesses.
- 43.3 When health and safety concerns arise, the employee will first attempt to work out such concerns at the building level. If the employee is not satisfied that a resolution is reached, he/she will notify the Association President(s) who will assist in taking the concern to the Shoreline Employee Safety Committee. If the employee is not satisfied that a resolution is reached, the employee may meet with the Superintendent or designee. Every employee shall have adequate heat, light, water and air to perform her/his duties effectively. The supervisor will work with the employee to resolve any concerns in conjunction with the Maintenance and Operations department. Employees may be temporarily relocated to another worksite in order to provide appropriate working conditions.

43.4 School Closures:

- 43.4.1 When schools are closed to students, employees shall not be required to report on site to their job assignments. SESPAs employees shall make up work time lost due to school closures, as outlined in the Memo: Emergency School or Office Closure Guidance attached as Attachment #12
- 43.4.2 Employees whose regular calendars (pre-closure) include a school make-up day(s) as a regular work day(s) shall not be deducted pay or leave, nor shall they be required to make up the day, when the make-up day is calendared on that workday. Employees will not be deducted pay or leave for a cancelled workday that will not be rescheduled pursuant to a state waiver.
- 43.4.3 In the event of a school closure due to plant operation failures and/or inclement weather, the District shall notify employees one (1) hour prior to the beginning of the employee's shift. Employees not timely notified and reporting to work shall receive a minimum of two (2) hours pay. In the event of a late arrival due to inclement weather, employee may use flex time to make up time lost.

- 43.5 During early release Wednesdays and other times available to SESPA staff for professional development, the District will provide, at no cost to employees, access to the following training:
- CPR
 - Basic First Aid
- 43.6 No employee may be asked, required or allowed to carry a firearm on school grounds.

44.0 NURSES

- 44.1 Nurse professional development stipends under Sections 38.5 may be used for attending workshops or staff development programs on work-related topics or as a reimbursement for costs incurred to attend such workshops or staff development programs.
- 44.2 Salary Schedule. The position of Registered Nurse (RN) will be paid at SESPA Level 8. The position of Licensed Practical Nurse (LPN) will be paid at SESPA Level 5 when the LPN is assigned to provide program support, student support or to support/back-up an RN. In such cases that an RN cannot be hired, and when an LPN is assigned as a school nurse on a regular basis, the LPN will be paid at SESPA Level 7.
- 44.3 Conditions of Employment:
- 44.3.1 Nurses will be given notice of employment prior to the last day for students. Nurses will be notified at least thirty (30) days in advance prior to the last day of school for involuntary transfers or changes in school assignments.
- 44.3.2 Nurses who use their own transportation on District business shall be reimbursed at the mileage rate established by the District.
- 44.3.3 Nurses will be provided nine (9) monthly meetings each year. The District shall pay nurses at their current hourly rate of pay for one and one-half (1-1/2) hours for each meeting.
- 44.4 Catheterization. In accordance with WAC 246.840, a student's health file shall contain a written request and a signed permission form from the parent(s) or guardian for the clean, intermittent catheterization of the student by a licensed school employee or a trained non-licensed school employee. A licensed registered nurse shall train any non-licensed school employee who is assigned to perform clean, intermittent catheterization of students. Such training shall be in compliance with State requirements and shall be documented in the employee's permanent file and the student's health file.

44.5 A Lead Nurse will be an RN assigned to support nurses across the district. It is the preference of both the District and SESPA that the Lead Nurse position be held by a nurse currently employed within the district; however, there may be instances that no qualified internal applicant can be found. The Lead Nurse will be assigned and supported as follows:

44.5.1 In such cases that the Lead Nurse is selected from candidates currently employed within the district, s/he will work five (5) additional hours per week, and be compensated at the regular hourly rate (or overtime, if applicable) of the employee in the position. Additionally, the Lead Nurse may be provided up to two (2) days of release time per month.

44.5.2 In such cases that a Lead Nurse cannot be selected from current employees, the position will be posted as at least eight (8) hours per week.

45.0 INSURANCE

45.1 School Employee Benefit Board (SEBB) Program:

45.1.1 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 the eligibility requirements outline 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.

45.1.2 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.

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

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

45.1.4 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.).

45.2 Eligibility:

- 45.2.1 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.
- 45.2.2 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.
- 45.2.3 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.
- 45.2.4 Any employee who has worked 630 hours in the previous two years and is returning to a similar position(s) at the same or greater FTE will be deemed eligible for benefits.
- 45.2.5 All compensated hours in any position within the district shall count for purposes of establishing eligibility. Part-time employees may document all hours worked, including overtime hours, compensatory time, hours worked to earn the stipend(s) described in Section 37.5, and any other time compensated by the district, in order to meet benefit eligibility requirements.

45.3 Benefit Enrollment and Continuity of Coverage:

- 45.3.1 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.
- 45.3.2 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.

45.4 Leaves:

45.4.1 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.

45.4.2 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.

45.5 Benefit Termination:

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

45.5.2 In cases where separation occurs after completion of the student year, benefit coverage will continue through the employee's final premium payment.

45.6 Substitutes:

45.6.1 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.

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

45.8 The District and the 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. In addition, the District and the Association agree to participate in a medical reserve trust program on a year-to-year basis for employees who have accumulated 180 or more days of sick leave.

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

46.0 SALARY ADJUSTMENTS

- 46.1 The District agrees not to reduce or eliminate any contractual benefits in order to finance any existing or future salary adjustments for the duration of this Agreement. The District agrees to consult with the Association on the District's plans to fund the salary adjustments for SESPA employees.
- 46.2 The District will pass through any salary increases granted by the Legislature to District employees and will continue to add State-legislated increases to incentive payments.

47.0 STAFFING ADJUSTMENTS

- 47.1 The District will fund seven (7) hours for Elementary Secretary/Registrar positions at the elementary level for schools with less than 500 students, seven and one-half (7½) hours for schools with 500 and eight (8) hours for schools with 600 or more students enrolled. Once an elementary school enrollment triggers additional Elementary Secretary/Registrar staffing, that staffing will remain in place until the first official student count day of the next school year.

48.0 SITE-BASED DECISION MAKING PROCESS

- 48.1 Decisions which this Agreement delegates to a building or site's 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; and

- 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.

In the event that the equitable process does not produce a decision, the final determination will be made by the building administrator.

49.0 DURATION AND ADOPTION OF AGREEMENT

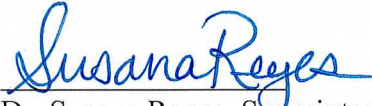
- 49.1 Upon ratification, this Agreement shall be in full force as of September 1, 2023, and remain in effect through August 31, 2026.
- 49.2 This Agreement may be reopened by mutual consent. The parties agree to reopen this Agreement to deal with State legislative changes arising from the Legislative Session which impact wages, hours or working conditions of SESPAs employees covered by this Agreement, if any. In addition, if the Legislature limits or reduces the District's authority to collect an approved enhancement levy such that additional time beyond the school year or that portion of the work year which is defined as "basic education" may not be funded by the levy, or if the enhancement levy is not approved, the District and Association agree to meet to discuss the impact of such limitations and/or reductions.
- 49.3 In addition, the Parties agree to reopen this Agreement to negotiate the following:
 - a. Impact of revision in the High Impact/Inclusion model in the SEA CBA;
 - b. Potential re-purpose of Stipends and Tuition Reimbursement funds described in Section 38.6-38.8;
 - c. Activity pay as described in Section 12.9 of the SAAA CBA, on completion of and pending the outcome of SAAA negotiations;
- 49.4 The parties to this Agreement intend to reopen the Agreement prior to its expiration at a mutually agreeable time for bargaining a successor Agreement.

Ratified 9/12/23 by the Shoreline Educational Support Professionals Association
Approved 9/26/2023 by the Shoreline Board of Directors

SHORELINE EDUCATION ASSOCIATION SHORELINE SCHOOL DISTRICT #412



Heather Hahn, SESPA President



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



Lyn Cherry, UniServ Director

ATTACHMENT #1 2023-2024 SESPA SALARY SCHEDULE

Salary Level	1-3 Years	4-5 Years	6-8 Years	9-11 Years	12-16 Years	17 -19 Years	20 Years or more
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
SESPA 1	\$24.09	\$24.58	\$25.03	\$25.80	\$26.48	\$27.23	\$27.93
SESPA 2	\$25.25	\$25.71	\$26.09	\$26.71	\$27.32	\$27.94	\$28.54
SESPA 3	\$27.48	\$27.91	\$28.30	\$28.94	\$29.51	\$30.13	\$30.76
SESPA 4	\$29.25	\$29.65	\$30.06	\$30.68	\$31.32	\$31.92	\$32.52
SESPA 5	\$32.03	\$32.44	\$32.81	\$33.41	\$34.10	\$34.70	\$35.33
SESPA 5A	\$33.17	\$33.56	\$33.96	\$34.61	\$35.33	\$35.91	\$36.52
SESPA 6	\$35.42	\$35.85	\$36.25	\$36.85	\$37.50	\$38.11	\$38.73
SESPA 7	\$39.63	\$40.01	\$40.47	\$41.07	\$41.66	\$42.31	\$42.88
SESPA 8	\$45.67	\$46.04	\$46.48	\$47.08	\$47.70	\$48.34	\$48.89

***Security Monitors will be paid at 103.5% of SESPA 5 (SESPA 5A)*

ATTACHMENT #2
2023-2024 EDUCATIONAL STIPENDS INCENTIVES/PSP

2023-2024 SESPA Educational Stipends Incentives/PSP

Monthly Full	Yearly Full	23-24
\$82.01	\$984.15	Basic Standards
\$95.71	\$1,148.57	AA/Associate Prof
\$109.36	\$1,312.34	Advanced I Cert
\$123.03	\$1,476.33	Advanced II Cert
\$136.75	\$1,640.96	BA/BS/Advanced III Cert
\$150.38	\$1,804.51	MA/MS
\$77.98	\$935.72	Nurse +15
\$116.85	\$1,402.19	Nurse +30
\$155.76	\$1,869.11	Nurse +45
\$194.67	\$2,335.99	Nurse MS

ATTACHMENT #3 “JUST CAUSE”

JUST CAUSE

WHAT DOES "JUST CAUSE" MEAN?

The concept of “just cause” (mentioned in Section 28.4.3) 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 their service with the employer?

ATTACHMENT #4 BARGAINING UNIT & PAY LEVELS

(Updated Attachment #4 shall be posted no later than April 30, 2024)

SESPA 1

Paraeducator – Theme Reader

SESPA 2 Crossing Guard

Paraeducator – All Day Kindergarten

Paraeducator – General Education/Overload

Paraeducator – In-House Suspension

Paraeducator – Science

Student Supervisor (including Playground, Lunchroom)

SESPA 3

Accounting Technician

Community Service/Senior Projects Secretary

Health Assistant

High School Office Support

Paraeducator – Academic Coach

Paraeducator – Avid Tutor

Paraeducator – Career & Technical Education

Paraeducator – High Impact

Paraeducator – Inclusion

Paraeducator – Library Media Center (LMC)

Paraeducator – McKinney-Vento Tutor

Paraeducator – Special Programs (One-on-One, Classroom based, LAP/Title I, and ELL)

SESPA 4

Accounting Technician (District Cashier)

Career Center Technician

Elementary Science Support

High School Attendance

High School Main Office Secretary

Middle School Attendance Secretary

Paraeducator – Career & Technical (FACSE)

Paraeducator – HEE Coach

Printing Production Support

Shorewood Culinary Arts Career & Technical Paraeducator

Student Store Coordinator

SESPA 5

Accounting Technician

Children’s Center Secretary

Conference Center Events Coordinator

Curriculum & Instruction Secretary
Elementary Secretary/Registrar
Family Advocate
High School Counseling Secretary
Human Resources Secretary
IMC Technician
Library Technician
Licensed Practical Nurse as program/student/RN support
Maintenance Specialist**
On-line Education Specialist
Paraeducator – Childcare Programs
Printing Technician
Purchasing Technician
Security Monitor**
Substitute Coordinator
Vocational Job Coach/Job Site Coordinator

SESPA 6

Accounts Receivable Specialist
Athletics Technician
Behavior Technician
Career & Technical Specialist
Children’s Center Office Manager
Conference Center Coordinator
Elementary Office Manager
Food Services Technician
High School ASB Coordinator
High School Office Manager
High School Registration Secretary
Home Education Exchange Specialist
IMC/Technology Specialist
Middle School Office Manager
Middle School Secretary/Registrar
Payroll Specialist
Special Education Compliance Specialist
Specialist – Boundary & Schools
Specialist – HiCap & Assessment
Specialist - Instruction
Specialist – Teaching & Learning
Specialist – Student Services
Transportation Payroll Specialist

SESPA 7

Accounting Grants Specialist
ASL Interpreter
Behavior Technician

Career Specialist
College & Career Readiness Coordinator
District Librarian
Licensed Practical Nurse (LPN) – as School Nurse
Occupational Therapy Technician
Payroll Specialist
Physical Therapy Technician
Respiratory Therapist
Visually Impaired Instructional Technician
SESPA 8

Capitol Projects Office Coordinator

Registered Nurse (RN)

** Employees in these positions prior to August 1, 1999 are grandfathered based on their respective wage rates for the 1998-99 contract year, per Article 14.

*** Employees in these positions prior to August 1, 1999 are grandfathered based on their respective wage rates for the 1999-2000 contract year, per Article 14. Updated 12/2017

ATTACHMENT #5 POINT FACTOR JOB CLASSIFICATION SYSTEM – WORKSHEET - 2015

FACTOR	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 4A
<p>Knowledge and Skills 40% <i>Knowledge and skills may be practical, technical, or experiential and may be obtained through any combination of experience, education or training. Each job will require a certain level of interpersonal skills and the ability to communicate effectively.</i></p>	20	40	60	70	80
	Knowledge of standardized tasks carried out within clearly defined parameters.	Full working knowledge/expertise in a specialized area.	Broad expertise that comes from education and/or experience requiring the interpretation and practical application of principles, techniques, or theory in a specialized area or a recognized discipline.	Bachelor degree or extensive work experience related to the job duties, and required by the position.	Licensure, certification or advanced degree in a specialized field, and required by the position.
<p>Complexity 20% <i>Problems may require varying levels of analysis, independent thought, creativity, resourcefulness, or judgment. This factor measures the complexity of thinking, creativity, problem solving and conceptualization demanded by the job.</i></p>	10	20	30	40	
	Work situations are routine and regularly recurring, requiring attention and concentration but little or no discretion, consideration and/or planning.	Varied situations requiring search for solutions; significant interpretation and evaluation is required to successfully recognize and define problems and alternative solutions.	The situation to be resolved includes circumstances, facts, and issues that are often different from those encountered in the past. Problems are multi-dimensional; tradeoffs and risks must be considered. The employee must consider various possible alternatives and consequences	Consistently required to make decisions involving a high degree of responsibility, with potential system-level impacts. Must coordinate information, and implement rules and requirements from multiple agencies, stakeholders and systems, beyond the work site. Required to work with changing rules and requirements over time. Frequently communicates in written and verbal form to achieve a variety of outcomes.	

			before selecting a solution.	
	10	20	30	40
<p>Planning and Organization 20% <i>This factor measures the requirements of a job to plan and organize projects, programs or activities, including organizing the various elements, tracking progress, assisting in individual stages, and integrating activities or functions</i></p>	Requires limited planning or organizing of duties.	Requires planning and organizing of one's own work and coordinating one's work with the work of others. Planning and coordinating may include arranging completion dates, sharing information, merging products or efforts, and scheduling meetings.	Requires planning and organizing of own work AND other's work, integration of individual efforts, and monitoring and scheduling of efforts to ensure the successful completion of an activity or project.	Requires coordination of work with other individuals from external agencies to meet deadlines. Frequently compiles data from multiple sources, especially external to the District, to ensure project completion.
	10	20	30	40
<p>Independent Judgment 20% <i>This factor measures the requirements of a job to work independently with minimal supervision and demonstrate resourcefulness and</i></p>	Follows established routines and requires limited independent judgment.	Exercises independent judgment in consultation with other employees and/or supervisors.	Exercises a high degree of independent judgment and makes decisions within the scope of the job responsibilities. The employee has the authority to interpret	Frequently makes independent decisions, while understanding hierarchical decision-making requirements and knowing when to refer a situation to district administration. The employee has the authority to interpret and apply

<i>good judgment in making decisions.</i>				and apply District procedures.	legal guidelines and external regulations.	
SESPA SALARY LEVEL	CLASSIFICATION POINTS		SESPA SALARY LEVEL	CLASSIFICATION POINTS	SESPA SALARY LEVEL	CLASSIFICATION POINTS
SESPA 1	50-60		SESPA 4	110-120	SESPA 7	170-180
SESPA 2	70-80		SESPA 5	130-140	SESPA 8	190-200
SESPA 3	90-100		SESPA 6	150-160		

ATTACHMENT #6 PROFESSIONAL EVALUATION FORM
Shoreline School District
Shoreline Educational Support Professional Evaluation Form

Employee: _____ Date of Conference: _____
 _____ Work _____
 Assignment: _____ Site: _____
 Evaluation _____ To _____
 Type: Annual Probationary Other Period: From: _____ : _____

Performance evaluation is based on the criteria listed below:

Exceeds Meets *Needs
Expectati Expectatio Improve
ons ns ment

1 Displays knowledge of work in specialized field.			
2 Meets assigned job responsibilities with accuracy and/or thoroughness.			
3 Demonstrates flexibility/adapts to new and changing conditions.			
4 Recognizes needs and makes appropriate decisions.			
5 Maintains good working relationships with staff.			
6 Assists pupils, staff, and the public appropriately.			
7 Plans and organizes work efficiently.			
8 Communicates effectively.			
9 Maintains good attendance and is punctual.			

Evaluator's Summary Statement (required):

Employee's Comments (optional):

Administrator's
 Signature: _____ Date: _____
 Employee's
 Signature: _____ Date: _____

- *Signatures indicate that the employee has read and discussed this evaluation with the evaluating administrator.*
- **Specific supporting statements are required when “needs improvement” has been marked.*

Employee’s Professional Goals (optional):

This is a no consequences area that is discussed with the evaluator but not directly evaluated. It provides the employee the opportunity to pursue professional growth with their supervisor’s awareness and acknowledgement. The intent is to allow the employee the chance to share and pursue their professional interests and involvement (whether they are aligned with or outside of their current assignment) in continuing professional development.

ATTACHMENT #7 MOU – PARAEDUCATOR CORE COMPETENCIES

MEMORANDUM OF UNDERSTANDING BETWEEN THE SHORELINE SCHOOL DISTRICT AND THE SHORELINE EDUCATIONAL SUPPORT PROFESSIONAL ASSOCIATION (SESPA)

PARAEDUCATOR CORE COMPETENCIES

The purpose of this Memorandum of Understanding is to establish procedures to ensure that classified staff, who provide instructional classroom support to students with disabilities, have received training to meet state recommended core competencies pursuant to RCW 28A.415.310 and WAC 392-172A-02090. Classified staff shall present evidence of skills and knowledge necessary to the needs of students with disabilities and shall be supervised consistent with WAC 392-172A-02090. To implement the above-mentioned statute and regulations, the parties agreed as follows:

1. Adoption of Paraeducator Core Competencies. The Shoreline School District hereby adopts the Washington State Core Competencies for Paraeducators, which consists of fourteen (14) core competencies. A copy of the Washington State Core Competencies is available online or in Human Resources.
2. Covered Employees. The following classifications are required to meet all paraeducator core competency requirements: Inclusion Paraeducator, Special Programs Paraeducator Resource Room or Classroom-based, and Special Programs Paraeducator One-on One and Behavior Technicians. Other classified employees and substitutes may attend paraeducator staff development classes on a space available basis.
3. Timeframe and Methods to Document Core Competencies. Classified employees, who work with students with disabilities, will have until September 1, 2003 or three (3) years after date of hire, whichever is later, to either:
 - a. Attend and participate in training on each of the 14 core competency subjects, OR,
 - b. Demonstrate competency in numbers 1-11 and 13 (as observed by a certificated staff person and an administrator and verified on the attached form by the administrator OR,
 - c. Any combination of classes and demonstration of competency, which in combination include all 14 core competency subjects. Core competencies #12 and #14 can only be earned by class attendance.
4. Training/Classified Staff Development. Each employee is responsible for either enrolling in classes or arranging for a formal observation of the employee's demonstration of

competency in each of the core competency subjects. Paraeducator Documentation Form is available online or in the Human Resources Office.

- a. Classes for training in the 14 core competency subjects are typically offered in the following blocks:
 - (1) Core competencies #1,2,3,4,5, and 6 = 6 hour class
 - (2) Core competencies #7,8,9,10,11, and 13 = 6 hour class
 - (3) Core competency #12 and 14 = 6 hour class
 - b. The District will offer classified staff development classes in each of the 14 core competency subjects at least twice each year, unless otherwise agreed by the parties.
 - c. Paraeducator core competency classes will be eligible for classified staff development stipends or other funding available for classified staff development. The District will not extend an employee's regular hours or work year for paraeducator core competency classes.
 - d. Employees, at their option and on their own time, may attend community college or ESD classes that are offered in certain paraeducator core competency subjects. Identification of specific paraeducator core competencies covered by a class will be verified by Staff Development. Each employee is responsible for maintaining records of class completion.
5. Demonstration of Core Competencies (Does not apply to #12 and #14). At the employee's option, the employee may request that core competencies be verified through demonstration. The demonstration shall be scheduled with the employee's administrator and at least one certificated employee.
 6. Documentation of Paraeducator Core Competencies. Attainment of paraeducator core competencies will be verified on a "Paraeducator Documentation Form" (Attachment 11-B). Each core competency subject will be verified separately. When all core competency subjects have been verified, the form will be submitted to Human Resources for inclusion in each employee's personnel file. Human Resources will provide a copy of all completed forms to the Staff Development Department.
 7. Employees with Performance Deficiencies. In the event that an employee's administrator/evaluator determines that the employee has performance deficiencies in an area (or areas) of previously verified competency, the employee will be expected to re-take a class (or classes) in the area(s) of concern and subsequently demonstrate improvement and competency to the administrator.
 8. Evaluation. Attainment or failure to attain paraeducator core competencies will not be reflected in employee evaluations for the duration of the SESPA collective bargaining agreement that expires August 31, 2010. The parties agree that the evaluation process and forms will be subject to negotiation for the successor contract.

9. Compliance. Employees who do not complete the 14 paraeducator core competency standards (see Attachment 11) by September 1, 2003 or within three (3) years following date of hire, whichever is later, will be terminated from employment by the District.

ATTACHMENT #8 VEBA AGREEMENT

VEBA Plan Memorandum of Understanding

Between

Shoreline School District No. 412 and Shoreline Educational Support Professionals 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 Educational Support Professionals Association** ("Group") defined as eligible to participate in the Plans. Each eligible employee must submit a completed and signed Enrollment Form to become an eligible participant and become eligible for benefits under the Plans.

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

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

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

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

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

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

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

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

The term of this agreement shall be from September 1, 2023 to August 31, 2024⁽²⁾.

Signed for Shoreline Educational Support Professionals Association

Date

Signed for Shoreline Educational Support Professionals Association

Date

Signed for Shoreline School District No. 412

Date

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

ATTACHMENT #9 MOU PROFESSIONAL DEVELOPMENT

MEMORANDUM OF UNDERSTANDING Between SHORELINE SCHOOL DISTRICT NO. 412 And SHORELINE EDUCATIONAL SUPPORT PROFESSIONALS ASSOCIATION

Professional Development

Whereas, Shoreline School District (District) and Shoreline Educational Support Professionals Association (SESPA), the “parties”, share an interest in establishing a cohesive, comprehensive and well-thought-out professional development program for SESPA members;

Whereas, the parties share an interest in professional development that addresses a continuum of training needs across the district and among the varied positions represented by SESPA;

Whereas, the parties believe the professional development continuum should address needs and opportunities that range from those which are a. offered to, and potentially required of all employees, b. address district initiatives, c. job-embedded/job specific, and d. offer opportunities for personal and professional growth;

Whereas, the parties agree that the goal of a thoughtful professional development program for all staff is to establish a culture of growth mindset to best meet the needs of the students within our system;

Whereas, the parties recognize a need for ongoing work to thoughtfully implement the professional development program for SESPA members;

Now therefore, the parties have agreed:

- I. To establish a Joint District/SESPA Professional Development Committee as follows:
 1. The committee shall consist of up to five (5) District and five (5) Association representatives, including the Director of Human Resources for Classified Staff and the UniServ Director, who shall act as co-chairs.
 2. The committee shall set its own schedule of meetings. If there is a cost associated with the committee, such expenses of the committee shall be discussed in advance and cost-sharing determined by mutual agreement.
 3. The committee’s work is expected to include, but not be limited to, the following:
 - Communicate current professional development resources available to SESPA members, and how professional development offerings may be accessed;
 - Establish and publicize a professional development calendar, which highlights the variety of offerings;
 - Find opportunities to align professional development with instructional initiatives across the District;
 - Increase awareness and employee utilization of the District’s professional development management system;

- Develop a sustainable, ongoing mechanism to seek input from SESPA members and administrators regarding appropriate professional development offerings;
 - Support SESPA members in the development of professional goals;
- Consider potential legislative impacts, including that of ESHB 1115; to ensure implementation of paraeducator courses and trainings that will provide the necessary professional development opportunities for all paraeducators to be in compliance with ESHB 1115. The committee will transition to an oversight role, meeting periodically to:
- Review ongoing professional development offerings;
 - Examine input from SESPA members and administrators about how those offerings may be modified to best meet their needs; and
 - Accomplish any other mutually agreed objectives related to professional development.

- II. To clearly define the positions responsible for facilitating professional development for SESPA members and staff; and
1. The District Academic Officer (DAO), shall be responsible for ensuring that relevant and timely professional development is offered to SESPA staff, in order to meet any legal job requirements and contractual obligations of the District as described in the CBA.
 2. The assistant to the DAO (Specialist – Teaching and Learning), shall support the facilitation of SESPA PD in the following manner:
 - a. Serve as ex official (“by virtue of position”) on SESPA PD committee
 - b. Schedule and facilitate SESPA PD meetings (anticipate two per year when systematized)
 - c. Assist with surveying member interests
 - d. Liaison with OSPI and HR re: requirements for paraeducators
 - e. Coordinate with OSPI, WEA, the ESD, and other training resources for availability of courses
 - f. Intake course approval requests from SESPA members and communicate decisions
 - g. Ensure District Academic Office pre-approval review is completed in a timely manner
 - h. Integrate with cert offerings and communicate availability
 - i. Maintain list of offerings
 - j. Make forms available and communicate timelines and processes to SESPA members
 - k. Review and approve requests for stipends and tuition reimbursement
 1. Communicate with HR once courses are completed
 3. A maximum of five (5) days of additional pay shall be available on an annual basis to compensate the Specialist - Teaching and Learning for time actually spent in addition

to regular work hours to perform the duties outlined in #2, above. Additional hours shall be documented on a timesheet and approved by the DAO prior to payment.

4. The following duties in support of SESPAs shall stay as currently assigned to the Specialist – Instruction position:
 - a. Serve as a member of SESPAs Committee
 - b. Maintain ProDev database of course offerings for SESPAs and SEA PD
 - c. Process stipend request and payments
 - d. Process tuition-reimbursement requests and payments
 5. The parties shall review the effectiveness of the above plan in a Labor Management meeting prior to December 1, 2022, to determine whether there are any adjustments necessary to improve the process.
- III. This MOU shall be in effect until August 31, 2023, unless amended or extended by mutual agreement.

ATTACHMENT #10 MOU CONTRACTING FOR SERVICES FOR HARD TO FILL POSITIONS

**MEMORANDUM OF UNDERSTANDING
Between
SHORELINE SCHOOL DISTRICT NO. 412
And
SHORELINE EDUCATIONAL SUPPORT PROFESSIONALS ASSOCIATION**

THIS MEMORANDUM OF UNDERSTANDING **regarding CONTRACTING FOR SERVICES FOR HARD TO FILL POSITIONS** is effective September 1, 2023 through August 31, 2026, and is supplemental to the 2023-2026 Collective Bargaining Agreement between Shoreline Educational Professionals Association (SESPA) and Shoreline School District No. 412 (District).

WHEREAS, the District is required by federal and state law to provide educational services to students with severe disabilities; and

WHEREAS, SESPA represents employees in jobs who routinely provide specialized services to students with severe disabilities; and

WHEREAS, on occasion the District is unable to find a qualified employee or substitute employee to perform the job functions of hard to fill positions at times when those services must be provided to students; and

WHEREAS, SESPA and the District agree that under certain circumstances the District will need to contract for services in hard to fill positions, herein defined as Behavior Technicians, Nurses, and any other mutually agreed position, as documented in writing between the parties;

NOW THEREFORE, SESPA and the District agree to the following regarding **CONTRACTING FOR SERVICES IN HARD TO FILL POSITIONS**:

- 1) Before contracting for services the District will make a reasonable effort, including posting the position and running the normal hiring process, to first hire an employee for the regular or substitute hard to fill position.
- 2) When the District is unable to hire a hard to fill position or a temporary substitute is needed at a time when such services are not available through a District employee, the District will notify SESPA that such services will be provided through a contracted service for a temporary period of time.
- 3) The District will continue to seek applicants when any position has been filled outside the normal hiring process through contracting service. The job posting shall remain active for any hard to fill position that has been contracted for service, and the District shall attempt to fill the position from the applicant pool on at least a quarterly basis.
- 4) Upon request the District shall provide documentation, and share information regarding the subcontracting, which may include the following:

- a. The position that has been contracted, including number of hours and days;
 - b. The duration of the contract;
 - c. Location and program of the contracted position; and
 - d. Confirmation that SESPA has been notified (date).
- 5) The District will notify SESPA when the contracted services are discontinued.

ATTACHMENT #11 MOU KEY COMPONENTS OF A SUCCESSOR AGREEMENT

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
SHORELINE EDUCATIONAL SUPPORT PROFESSIONALS ASSOCIATION
AND THE
SHORELINE SCHOOL DISTRICT
REGARDING KEY COMPONENTS OF A SUCCESSOR AGREEMENT**

This memorandum of understanding regarding key components of a successor agreement to the 2022- 2023 Collective Bargaining Agreement is effective September 1, 2023 through the duration of the successor agreement ("Agreement", "CBA"), i.e., August 31, 2026, between Shoreline Educational Support Professionals Association ("SESPA") and the Shoreline School District No. 412 ("District") (the parties).

WHEREAS, the parties have come together to begin the process of negotiating a successor agreement, but have not completed the process of doing so; and

WHEREAS, the District approved a Reduced Educational Plan on April 18, 2023, that authorized the reduction of multiple SESPA positions; and

WHEREAS, the parties wish to collaborate to resolve time-sensitive elements of the successor agreement; and

WHEREAS, the parties wish to communicate as promptly and clearly as possible, and accordingly, agree to publish a joint communication regarding this matter which shall be sent to SESPA employees and other impacted stakeholders; and

WHEREAS, the parties have resolved significant financial components of an eventual successor agreement as a result of mutual efforts to support ongoing service to students and the community;

NOW THEREFORE, the parties agree to the following:

1. The duration of the successor agreement to the 2022-2023 Collective Bargaining Agreement shall be three years: 2023-2024, 2024-2025, and 2025-2026.
2. The following positions shall be restored, with specific modifications only as defined in #4 below, through August 31, 2026:
 - Apex/Credit Recovery (aka, Online Education) - Total of two (2) positions
 - HS Counseling Secretary- Total of two (2) positions
 - Nurses - Total of 3.26 FTE
 - Family Advocates - Total of seven (7) full-time positions [each building will be assigned one half-time (4-hour) position with exceptions agreed by the parties]
 - MS Security- Total of two (2) positions, beginning in the 2025-2026 school year
3. The following positions shall be maintained, and staffed as follows, through August 31, 2026:
 - HS Security- Total of four (4) positions [two (2) positions/building, maintaining the prior staffing model]

4. SESPA employees shall make the following concessions from the Collective Bargaining Agreement:
- Suspend two (2) days in the 2023-2024 & 2024-2025 school years from each employee's workyear calendar, to be reinstated in 2025-2026
 - Suspend stipends (6 hr & 3 hr) and tuition reimbursement (37.6.1 and 37.8) in the 2023-2024 & 2024-2025 school years.
 - SESPA CBA shall be modified to remove Section 46.2 and Section 16.3.3.
 - Office Managers – Legacy Calendars:
 - Elementary:
 - Current Office Managers maintain currently assigned 234 or 238-day calendars.
 - Beginning in 2023-2024, newly hired Office Managers will be assigned a consistent 230-day calendar
 - Middle School:
 - Current Office Managers maintain currently assigned 245-day calendars.
 - Beginning in 2023-2024, newly hired Office Managers will be assigned a consistent 240-day calendar.

The parties agree to draft joint communications regarding the outcome of negotiations. One communication will be sent prior to ratification of the agreement, and one will be sent after ratification.

ATTACHMENT #12 EMERGENCY SCHOOL OR OFFICE CLOSURE GUIDANCE

**EMERGENCY SCHOOL OR WORKSITE CLOSURE
GUIDANCE FOR SESPA EMPLOYEES**

The District’s decision to close school is not made lightly. In all cases, the safety of students and staff is the highest priority. We understand that typically the cancellation of school significantly impacts the lives and plans of staff, students and families. However, emergency situations will arise that require the cancellation of all or a portion of a school day.

The following chart describes the options for SESPA staff whose ability to perform their work is impacted by an emergency closure of their school or work site. Please contact your supervisor if you have questions specific to your individual situation.

TYPES OF CLOSURES	PROCEDURES TO FOLLOW
<p>PARTIAL SCHOOL DAY <i>will not be made up</i></p>	<ol style="list-style-type: none"> 1. Work the normal work day if safety permits. OR 2. Work with your supervisor to flex your time to make up missed work time, if possible. OR 3. Use available compensated leave (personal or sick/emergency, or vacation if available) for the time missed. OR 4. Contact HR if you are unable to work and you have no compensated leave available.
<p>FULL SCHOOL DAY <i>will be rescheduled</i></p>	<ol style="list-style-type: none"> 1. Do not work on the day school is closed; do work the rescheduled school day. OR 2. If unable to work the rescheduled day, use compensated leave as appropriate for the reason you are unable to work the rescheduled day (personal or sick/emergency or vacation if available); OR 3. Contact HR if you are unable to work and you have no compensated leave available.
<p>FULL SCHOOL DAY <i>will not be rescheduled (District receives waiver from State to not make up day)</i></p>	<ol style="list-style-type: none"> 1. Do not work on the day of closure. No leave is required.