

COLLECTIVE BARGAINING AGREEMENT

September 1, 2019 — August 31, 2022

NORTHSHORE EDUCATION ASSOCIATION

and

NORTHSHORE SCHOOL DISTRICT #417

for

CERTIFICATED STAFF



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**Collective Bargaining Agreement
between
Northshore Education Association (NSEA)
and
Northshore School District No. 417
September 1, 2019-August 31, 2022**

ARTICLE 1 PREAMBLE

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

ARTICLE 2 RECOGNITION

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

ARTICLE 3 DEFINITIONS

- 3.1 When used in this Collective Bargaining Agreement, terms shall have the following meanings:
- A. “Employee” shall mean any individual in the bargaining unit as defined in Section 2.1.
 - B. “Exclusive bargaining representative” means the Association.
 - C. “Work year” means one hundred eight (180) days, with one hundred eighty (180) days of student instruction, unless a waiver from the Washington State Board of Education is obtained and implemented for fewer days of student instruction.
 - D. “Act” means the Educational Employment Relations Act (Chapter 41.59 RCW), as now existing or hereafter amended.

- E. "Extra-curricular" means assignments that require a certificate and that appear on Addendum C-2 and are compensated for by a supplemental contract, or as posted and paid on a supplemental contract under the guidelines of Article 50.
- F. "One-half of a working day" and/or "one-half time" and "early dismissal" shall be deemed to be three hours and forty-five minutes (3.75 hours).
- G. "Posting means prominent display of posted positions in locations determined by staff.
- H. "I.E.C." means Individual Employment Contract issued by the District to each employee to indicate remuneration for the work year base contract per the current salary schedule.
- I. "Per diem" means one/one-hundred eighty-third (1/183) of employee's base salary amount multiplied by 85%.
- J. COBRA means consolidated Omnibus Budget Reconciliation Act of 1985 providing continuation of health benefit plans under specific situations with the premium being paid by the employee or dependent.
- K. Unless otherwise noted, "day," "days," refers to contracted work days and is exclusive of weekends, holidays and vacations or school breaks. During the period following the last contracted day in June and the first contracted employee work day, the term "school day" shall mean week day.
- L. Superintendent of Public Instruction is also referred to in this document as SPI and State Board of Education may be referred to as SBE.

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

- 4.5 Except as otherwise provided herein, this Agreement is complete in and of itself and sets forth all terms and conditions of the Agreements between the District and Association pursuant to Chapter 41.59 RCW.

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

scheduled to be dismissed from school as long as the employee's safety-sensitive duties are completed.

- 5.9 Upon the request of the Association, the District agrees to release the Association President and/or Vice President(s) from their regular assignment on a full- or part-time basis. Such release will be without loss of salary, tenure standing, salary advancement, or other rights accorded full-time employees, subject to the Association reimbursing the District the total cost of the Association officer's salary and benefits. Reimbursement shall include such costs as salary, social security, industrial insurance, pension, health and welfare, and other related employer payroll items. Such reimbursement shall be paid monthly, in advance, upon receipt of a billing by the District. The Association officers shall be returned to a bargaining unit position upon completion of their term of office.
- 5.10 The Association shall have the right to address the Board of Directors during that time reserved on the Board's agenda for "Association Comments." The Association shall be placed on the list of local media entitled to notice of special meetings of the Board of Directors.
- 5.11 The duties and/or responsibilities normally assigned to employees shall not be transferred to any agency or individual in such a manner so as to reduce or replace said duties and/or responsibilities, with the exception of providing specialized programs for handicapped students or when the Association and District agree that there is a need to contract out with an agency or individual because the District is not able to hire a qualified individual to provide required services.
- 5.12 Aides or other Paraeducator personnel will be employed only for the purpose of providing supportive services for certificated employees and under their direct supervision.
- 5.13 **Dues Deductions**
- 5.13.1 Within five (5) days of execution of this Agreement or by September 10, whichever date comes later, the Association shall give written notice to the District of the amount of dues required for Association membership
- 5.13.2 Following the commencement of employment or the beginning of the school year, whichever date is later, each employee, with the exception of substitute employees, may sign and deliver to the District an assignment of wages authorizing payroll deduction of Association dues. Receipt of such individual assignment shall be a condition precedent to the District's obligation to deduct and transmit to the Association dues.
- 5.13.3 Following the commencement of employment or the beginning of the school year, whichever date is later, each employee, with the exception of substitute employees, may sign and deliver to the District an assignment of wages authorizing payroll deduction of Association dues. Receipt of such individual assignment shall be a condition precedent to the District's obligation to deduct and transmit to the Association dues.
- 5.13.4 One-twelfth (1/12) of the annual Association membership dues shall be deducted from each employee's pay beginning with the pay period for September and transmitted to the Association as provided by Section 5.11.6 below.

- 5.13.5 Dues deductions for employees who commence contracted service after the beginning of the school year or who terminate before June shall be prorated at one-twelfth (1/12) of the total annual Association dues for each month served.
- 5.13.6 The District shall transmit to the Association on a monthly basis the membership dues which have been deducted in accordance with this Agreement, using those forms provided by the Association, which may appoint for purposes of membership dues and insurance premiums collection by an Association affiliate. It is understood and expressly agreed that payment of such amounts shall not constitute District recognition of said affiliate as bargaining representative for employees, but shall merely authorize the District to pay such amounts to the Association affiliate as collection agent for the Association.
- 5.13.7 An assignment of wages authorizing payroll deduction of Association dues shall continue in effect from year to year unless the employee submits a written revocation to the Washington Education Association. Upon receiving such written notification from the employee, the Association will notify the District in writing to cease the payroll deduction of dues for that employee.
- 5.13.8 In the event that a change in law allows for an agency union shop, the District and Association agree to re-establish an agency shop relationship for the purposes of Association security, and re-open Article 5 to re-establish the terms of the agency shop relationship.
- 5.14 The Association will indemnify and hold harmless the District, its officers, agents, or employees against any claim made or any suit instituted against the District or said persons, individually or severally, resulting from the correct implementation of the provisions of this Article, provided that the Association shall have the right, but not the duty, to designate, and pay all costs for, the attorney who may assist in the defense of any suit brought against the District as a result of these provisions.
- 5.15 The parties agree that there shall be two collective bargaining agreements between NSEA and the District: one agreement for the bargaining unit representing non-supervisory certificated staff, and one agreement for the bargaining unit representing ESP staff. In order to most efficiently achieve the mutual interests of the parties, these agreements shall be bargained jointly, with simultaneous expiration dates. The parties agree that joint bargaining includes the following elements:
- The District and NSEA shall each have a single bargaining team with the authority to bargain both agreements.
 - The parties may agree at times to utilize bargaining subcommittees to maximize efficiency.
 - Proposals may include elements germane to either or both bargaining units.

ARTICLE 6 APPLICATION OF AGREEMENT/INDIVIDUAL EMPLOYMENT CONTRACTS

- 6.1 Individual employment contracts shall be issued consistent with the terms of this Agreement and any amendments. In the event negotiations have not been completed by the time of issuance of employment contracts, the individual employment contracts to be made consistent with the final settlement and the Agreement's terms. If any such individual contract contains language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

- 6.2 On or before May 20, the district shall issue an individual employment contract to those employees to be retained for the ensuing school term. Employees shall have 10 calendar days in which to return the contract signed. Employees who fail or elect not to return the contract signed as indicated shall be deemed to have indicated their intent to resign or otherwise terminate employment for the ensuing school term. Employees who had returned the contract signed within the time allotted, shall be released from that contract, should they so request and desire; provided, however, the request to be released from the employment contract must be made prior to August 1. In the event a request to be released is received after August 1, the individual will not be released or assured of being released any time sooner than when a competent replacement individual is located by the Human Resources Department regardless of whether the job is a critically needed position. The District agrees to post vacancies consistent with Article 32 – Employee Initiated Transfer/Reassignment. After October 1, the District shall issue a contract amendment or “rider” to those employees with an individual employment contract. The rider shall serve to change the individual employment contract to reflect any bargained adjustments as well as experience and/or education incremental movement.

ARTICLE 7 DISTRIBUTION OF AGREEMENT

- 7.1 Within the first thirty (30) school days following execution of this Agreement, the District shall print and deliver a copy to each employee. One hundred fifty (150) additional copies shall be provided to the Association. All employees newly hired by the District shall be provided a copy of this Agreement by the District on or before the time of issuance of individual certificated personnel contracts.

ARTICLE 8 MONITORING THE AGREEMENT

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

ARTICLE 9 NO STRIKES

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

ARTICLE 10 DISTRICT RIGHTS

- 10.1 Except as otherwise specifically limited by provisions of this Agreement, the District has the exclusive right to exercise all the rights or functions of management, including the development, adoption, implementation and enforcement of policies, rules, regulations, and practices in furtherance of management rights or functions, and the use of judgment and discretion in connection with the exercise of District rights, except as modified by this Agreement.

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

ARTICLE 11 ASSOCIATION AND ADMINISTRATIVE LEADERSHIP TEAM (AALT)

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

writing, and may fall short of our intentions. The District and Association shall commit to maximizing their cooperation to improve instructional quality.

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

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

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

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

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

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

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

ARTICLE 12 SHARED DECISION MAKING

See Article 20 regarding Department Heads.

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

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

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

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

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

12.2 Responsibilities

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

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

12.2.2 In areas such as:

- Work that will support the mission of improving student achievement

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

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

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

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

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

12.3 **Process**

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

- Operating principals for the school's decision making process that identifies how decisions will be made and that holds all SDLT members accountable.
- A calendar of regular and open meetings.
- A process to identify agendas and outcomes of all meetings and how staff will be informed about the work of the SLDT.
- A record keeper to take minutes which will be shared electronically with staff.
- How the SDLT shall determine when there is a need for resources or process assistance from the AALT.

12.4 **Membership**

- 12.4.1 The Shared Decision Making Leadership Team will be comprised of building department heads and the building administrators. Building department heads will be nominated or self-nominated by certificated employees. Elections for department heads will be conducted no later than June 1. This election will be jointly organized by the NSEA Building Representatives and the Principal and conducted through the use of a secret ballot. Terms of office shall be one year and members are eligible for re-election at the end of their term.

12.5 **Limitations of SDLT Authority**

- 12.5.1 The parties agree that each cannot set aside their legal responsibilities; therefore, it is understood that unless waivers are made as outlined in Section 12.6, the Leadership Team cannot change:
- State and federal laws pertaining to education
 - Washington Office of Public Instruction Rules & Regulations
 - Northshore School Board policies and administrative regulations, adopted curriculum, graduation requirements, and district programs
 - The Collective bargaining agreements between any of the employee groups and the School Board
 - Course alignments across grade levels and schools

12.6 **Waivers**

- 12.6.1 Requests for waivers will be based on improved student learning and/or program improvement and shall be referred to the Labor-Management Council and the appropriate party for action (i.e., the Association if the issues deals with the agreement, the District if the issue deals with policy, etc.).
- 12.6.2 Waiver requests must be approved at the site by eighty percent (80%) agreement.
- 12.6.3 The waiver request must include:
- Reference to the specific provisions of Policy or Collective Bargaining Agreement to be waived;
 - Evidence of both employees and administrator participation in the decision making process leading up to the request;
 - Rational attesting to the need for the waiver;
 - Timelines, if applicable;
 - Cost, if applicable;
 - Effect of the waiver on other areas of Policy or the Agreement;
 - Method of assessing improvements to the teaching and learning created by this waiver.
- 12.6.4 It is clearly understood that these waivers are not precedent setting. The waivers are temporary and are automatically rescinded at the end of each contract year unless specifically extended. Waiver requests for major changes that may require multiple years to be tested for effectiveness may be requested and granted for up to three years.
- 12.7 The School Psychologist, OT/PT, and SLP groups shall each develop a schedule and plan in cooperation with Special Education Department administrators for monthly meetings of 2.5 hours for professional development, collaboration, and to share best

practices. SDLT Directed early release days shall be utilized except during months when SDLT time doesn't occur, when another 2.5 hours shall be jointly scheduled. Jointly agreeable alternative times may also be scheduled. In the event that there is a change in the early release day schedule these groups will still be entitled to hold monthly meetings.

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

ARTICLE 13 WORK YEAR

- 13.1 **Student School Days:** The work year for employees shall include one hundred eighty (180) student school days, as specified on the approved District Calendar. Less than full-time staff shall work a pro rata share of the one hundred eighty (180) days based on the employee's individual FTE.
- 13.2 As part of the Professional Learning and Responsibility Contract, employees with a PhD will be paid an additional \$2,000.
- 13.2.3 The District and Association shall appoint two members each to a committee to begin working prior to September 19, 2019 on a review of current and recommended additional stipend positions for the certificated contract and their amounts. The committee is specifically tasked with reviewing language and models from other districts (e.g., Bellingham, Port Angeles, South Kitsap) and developing scales/models for compensation to be implemented in the 2020-21 school year. The committee shall submit a report to AALT by January 31, 2020. An additional \$100,000 will be made available to increase the total spent on stipends in the 2020-21 school year.
- 13.3 **Supplemental Work Days:** Five (5) additional 7.5 non-student work days beyond the base contract year at the employee's full per diem rate of pay shall be included in the Professional Learning and Responsibility Contract. Because of the importance of the collaborative and professional development work on these days, neither the compensation nor the expected work time shall be pro-rated for part-time staff.
- 13.3.1 Three (3) of these days shall be for individually-directed work (including grading). Each employee may use their professional judgement on how to use this time to enhance the quality of instruction and learning for students. The first individual directed day (or two (2) half-days) shall be scheduled prior to the start of the school year. The second individually-directed day shall be scheduled between the semesters of each school year. The third individually-directed day shall be scheduled immediately after the last day of each school year.
- 13.3.2 One (1) of these days shall be SDLT-directed. The SDLT shall decide how staff shall utilize this time to enhance the quality of instruction and learning for students. This day (or two (2) half-days) shall be scheduled prior to the start of the school year. Employees who work at more than one school shall work with their administrators to determine which school's SDLT-directed day occurrences they shall participate in. Alternatively, the employee's Principals may decide this together.

- 13.3.3 One (1) of these days shall be District-directed.
- 13.4.4 The three (3) days in Section 13.3.1 shall be included within the base contract described in Section 47.1.2. The two (2) days in Sections 13.3.2 and 13.3.3 shall be compensated by the supplemental contract described in Section 47.1.4.B.
- 13.5 Each certificated employee participating in both nights of the overnight Outdoor Education Opportunity shall receive an additional 7.5 hours of compensation at their per diem rate of pay. Other employees required to attend only a portion of the Outdoor Education Opportunity shall receive an additional 3.75 hours of compensation at their per diem rate of pay.
- 13.6 If a change in the approved District calendar occurs, District representatives and Association representatives will meet to mutually determine the following:
- A. Necessary adjustments in the calendar;
 - B. When employee work days will be rescheduled;
 - C. Changes in calendar-related items.
- 13.7 In agreeing to the work-year calendars herein, the parties incorporated the mutual interest that collegial time is important. Therefore, leave benefits for the non-student supplemental work days (Section 13.3) may be accessed by the employee as provided in the Agreement, except for personal leave, IEP days, Department Head days, and any other release days. However, personal leave and Association release for the bargaining team may be used on Individually- Directed Days. Employees may be released without loss of compensation for district- approved work supervising students on a non-student work day at an extra-curricular event.
- 13.8 When negotiating the calendar for the subsequent school year, the parties shall identify grading periods; the dates by which such period grades are to be reported by employees; and report card distribution dates.
- 13.8.1 All report cards shall use a semester system. There shall be two full report cards per school year at the conclusion of each semester. Secondary schools shall also have midterm grades and elementary schools shall have a midterm progress report. A notice will be included with the elementary first quarter midterm progress report that parents may discuss the report at parent conferences. The second semester mid- term progress report for elementary schools shall be utilized only for students who are presently below standard in one or more areas, or for whom an improvement in behavior needs to be communicated formally. Teachers shall have three days plus a weekend following the last day of the reporting period to input grades. Grades are due by midnight on the third day. In the event of unexpected technology issues or other extenuating circumstances, the District and Association will confer to extend this period.
- (a) Secondary teachers shall post assignments, test results, and long-term project checkpoints of student progress within three weeks of the due date absent extenuating circumstances.

- (b) Early release Individually-Directed days may be used for grading;
- (c) Professional development shall be provided in a timely fashion to support teachers with best practices for grading.
- (d) Buildings will examine their grading practices and emphasize these grading practices at staff meetings.
- (e) The District will develop a list of strategies for how to support teachers to better communicate about grades and progress and post this in the NSD Teacher Toolkit. Additionally, a list of feedback designation codes will be added and accessible to teachers in order to provide feedback to parents, such as turned in, missing, in progress, etc.
- (f) The Student Information System will provide a reminder to all teachers to input grades every three weeks.

- 13.8.2 Elementary parent-teacher conferences shall be held in the afternoons of five half-days of instruction in November and one half-day of instruction in early February. November conferences shall be offered to the families of all students. The purpose of these conferences is to enhance the teachers' understanding of the students' needs, interests, and learning styles and establishing a partnership with parents or guardians. Teachers may elect to use student-led conferences. The February conferences shall be initiated for students selected by the teacher as being most likely to benefit from an additional conference.
- 13.8.3 The calendar shall designate which student release occurrences are Individually-, SDLT- or District-Directed.

ARTICLE 14 WORK DAY

- 14.1 Employees generally shall begin their work day thirty (30) minutes before the student school day and shall continue until thirty (30) minutes after the student school day ends. Employees shall have and exercise reasonable professional judgment and discretion to utilize the work day time before and after the school day for work-related matters including staff, student, and parent conferencing. In addition, in order to allow staff the ability to schedule appointments outside of the student school day all employees may flex their before and after student contact time given that the total amount of time remains the same each day, supervisors are notified in advance, and the needs of students and their families are met. The total length of the work day for a full-time employee (1.0 FTE), shall not exceed seven hours and 35 minutes, as described below. For employees less than full-time, the work day shall be prorated based upon the employee's FTE. The prorated hours shall also be continuous. When a review of district start times and schedules takes place, the equitable impact on employees' schedules will be one of the considerations.
- 14.2 SECONDARY (6-12): The instructional load at the secondary level shall not exceed five (5) class sections. Employees shall also be entitled to not less than 250 minutes of

preparation time per week during the instructional day to be used for lesson planning, paper correction, student/parent conferencing, and other work-related responsibilities. Employees shall have and exercise reasonable professional judgment and discretion to balance competing uses and requests for use of this time. Unless mutually agreed upon by the employee and principal, the number of separate classroom preparations shall be limited to a maximum of three (3) per semester (and no more than two (2) Advanced Placement, International Baccalaureate and College in the High School preparations). Should it be necessary to assign four (4) or more preparations (or three (3) or more Advanced Placement International Baccalaureate and College in the High School preparations), the employee will be paid \$900 per semester to compensate for additional preparation. Special Education, Distance Learning and Northshore Networks teachers are excluded from the additional preparation stipend. Special Education overloads are defined by Article 15. Disagreements about the number of preparation periods will be handled between the President of NSEA and the Executive Director of Human Resources.

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

14.2.1 MIDDLE SCHOOL SCHEDULE: All middle schools shall have the autonomy to make decisions regarding their instructional day around such things as Nutrition Breaks, Advisory, Block Schedules, or any other alternative schedule beginning with planning for the 2020-21 school year. Middle schools shall use the same process used by high schools as codified in the 2018-19 Memorandum of Understanding associated with the seven-period high school day, and as revised through the review of the MOU during the 2019-20 school year.

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

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

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

In recognition of the additional planning time each school day resulting from the shift to a 7-period day, staff meetings will be kept as defined by Article 14,13.

14.3 ELEMENTARY (K-5): The instructional load for employees shall not exceed six (6) hours (including fifteen (15) minutes of relief each day) as long as the parties continue the student release model in 19.14. Employees shall be scheduled for two-hundred-fifty (250) minutes of preparation time each week, excluding lunch. Two-hundred-twenty-five (225) of these minutes shall be scheduled inside the student day in blocks of no less than forty- five continuous minutes. This preparation time shall be provided on at least four (4) days out of the five (5) day work week, unless the operational needs of a school make this unfeasible. Preparation time shall be used for lesson planning, paper correction, student/parent conferencing and other work-related responsibilities. Employees shall have and exercise reasonable professional judgment and discretion to balance competing uses and requests for use of this time.

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

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

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

Support for Elementary Physical Education Double and Triple Classes

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

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

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

- 14.3.2 To allow elementary employees greater effectiveness in performing classroom related duties, the District agrees to hire classified personnel to perform supervision duties for one (1) recess and for the period before school.
- 14.3.3 One Kindergarten teacher from each school receiving students with special education needs from an NSD early childhood program will be provided one half-day substitute release to observe students and/or meet with parents and or/staff regarding student needs.
- 14.3.4 Elementary Special Education Learning Center teachers may schedule their preparation time for the week on one day, provided the SDLT approves, and provided this schedule permits them to provide sufficient instruction time for their students.
- 14.3.5 The District will provide 7.5 hours at the C-5 rate for each WA-AIM required to be completed by a special education teacher. In the event the state modifies the WA-AIM requirements the parties shall meet to review the modifications and their time requirements, and make a determination of how to support teacher completion of required student assessments. Special education teachers may contact the special education TOSA for support in developing the individual assessments.
- 14.4 Full-time and part-time employees who in the course of their employment are assigned by the District to travel daily between buildings without workload modifications shall be paid one-tenth (.1) of the full-time (1.0 FTE) per diem salary for such travel. Such travel stipends shall be pro-rated for employees who are not scheduled to travel daily (e.g., two (2) days of scheduled travel would be compensated at .04 of their placement on the salary schedule).
- Employees who received travel stipends under the previous language of this Article who would receive less compensation with this new agreement shall receive compensation consistent with the previous agreement as long as their travel schedule remains unchanged.
- 14.4.1 Employees shall receive a mileage reimbursement at the IRS rate per mile for authorized and approved work-related travel in a personal vehicle, which shall include travel between assigned worksites.
- 14.4.2 Employees shall not be required to drive students.
- 14.5 All employees of the bargaining unit shall be provided with relief and preparation time to the same extent as other employees at similar levels in the District.
- 14.5.1 When a classified employee directly serving students accepts an assignment as an emergency certificated substitute, the District shall seek a substitute to replace the classified employee.
- 14.6 All employees shall have a duty-free lunch period of not less than thirty (30) minutes.
- 14.7 The District shall grant all special education classroom teaching staff nine (9) days of substitute release time per year. All SLPs shall be granted there (3) days of release time per year. Said release time shall be granted at a time mutually agreed upon by the employee and principal. Employees may not use a release day on a "non-student work day," may not use release days consecutive school days and, if the release day is

on Friday, it must be worked on a district campus.” At the end of the year, unused days shall be cashed out at the long-term substitute rate on the July pay warrant.

- 14.8 When all schools in the District are closed due to weather and/or other emergency, employees shall not be required to report but shall take individual responsibility for knowing when and on what basis the schools will be reopened; however, in such emergencies, employees shall not be required to arrive more than one-half (1/2) hour before the students arrive nor be in attendance more than one-half (1/2) hour after the students leave.
- 14.9 In the event that an individual school in the District or grade level therein is closed due to weather and/or other emergency, employees may be required to report and shall take individual responsibility for knowing when and on what basis the school will be reopened or grade level instruction resumed, provided that if the District requires that employees so affected report for duty, the District will provide heated, lighted, and furnished facilities for such employees. In emergencies due to weather requiring delayed openings of an individual school or grade level, employees shall not be required to arrive more than one-half (1/2) hour before the students arrive, nor be in attendance more than one-half (1/2) hour after the students leave.
- 14.9.1 In the event of an emergency which forces students to stay beyond the normal student day (i.e., snow, earthquake, late arrival of buses, etc.), employees may be asked by their supervisor to stay at the work site to assist with student supervision. Such employees will be paid true per diem on an hourly rate for such duty.
- 14.10 Any employee supervising students at a workshop, seminar, or clinic related to their employment responsibilities but extending beyond contracted time, shall receive full reimbursement for their registration, materials, meals, lodging and transportation, provided that a prior travel authorization has been obtained.
- 14.10.1 Any employee who attends a District-approved workshop, seminar, clinic or class beyond standard certification required to fulfill or update the employee's qualifications for their employment shall receive full reimbursement from the employer for their tuition, books, meals, lodging and transportation.
- 14.11 Building administrators shall have the responsibility for ensuring the competent supervision of extra-curricular activities. Extra-curricular duties shall be assigned only on a voluntary basis.
- 14.12 In addition to the work day time established in 14.1, employees may be required to attend one (1) school open house per year.
- 14.13 In addition to the work day time established in 14, building administrators may require employees to attend faculty meetings that extend beyond the work day for a maximum of eight (8) hours per year and no more than one (1) hour per month. No single meeting shall extend more than thirty (30) minutes before or after the work day. Such required meetings may begin or end during the work day time before or after the school day identified in Section 14.1, extending the meeting by up to fifteen (15) minutes during this time. These requirements shall constitute the only required extensions of the work day for employees. Teachers attending staff meetings up to thirty (30) minutes beyond the one (1) hour per month in this section, shall be allowed to flex their schedules to arrive late or leave early an equivalent amount of time in the same month.
- 14.14 **Weekly Student Release**

- 14.14.1 Weekly student release time shall be incorporated into the calendar decision making under Section 13.6. Students shall be released 90 minutes early once each week on a regular consistent basis in order to provide staff with non-instructional work time within the regular work day. The number of release days shall range from a minimum of 34 to a maximum of 35.
- 14.14.2 Beginning in the 2013-14 school year, the student school day shall be five (5) minutes greater in length than the student school day during the 2012-13 school day to provide additional instructional time. To accommodate this increase in instructional time on student school days, the work day for employees shall increase by five (5) minutes to seven (7) hours and thirty-five (35) minutes per day.
- 14.14.3 Individually-Directed Time
- A. Not less than twenty (20) of the student early release occurrences shall be Individually-Directed time. If there are more than thirty-four (34) early release occurrences in a school year, the additional occurrences shall be allocated as Individually-Directed time.
 - B. Each employee may use their professional judgment on how to use this time to enhance the quality of instruction and learning for students.
 - C. Group meetings such as professional development and staff meetings shall not be offered or initiated by a Principal, or SDLT, during this time. MDT, IEP, 504, Guidance Team, and similar meetings may not be scheduled during this time.
 - D. Employees may work at another District worksite with colleagues upon notice to their supervisor.
 - E. Employees who work at more than one school may elect which school to work at during each Individually-Directed occurrence, while apportioning the school year's time appropriately between the schools.
 - F. Partial FTE employees whose work day ends prior to or during this time may elect to work during this time, but shall not be expected nor required to do so.
 - G. The school district may provide optional professional development opportunities.
- 14.14.4 SDLT-Directed Time
- A. Two (2) of the ninety (90) minute early release occurrences shall be SDLT-Directed Time.
 - B. The SDLT shall decide how staff shall utilize this time to enhance the quality of instruction and learning for students. The SDLT must use the written decision making process in Section 12.3.1, including minutes of the decision available at any time for staff review.
 - C. Partial FTE employees whose work day ends prior to or during this time may elect to work during this time, but shall not be expected nor required to do so.
 - D. Employees who work at more than one school shall work with their

administrators to determine which school's SDLT-Directed Time occurrences they shall participate in. Alternatively, the employee's Principals may decide this together.

- E. School psychologists, SLPs, OT/PTs, Audiologists and Vision Specialists shall be permitted to meet as departments during the SDLT-directed time and/or the Team/Department time. Agendas and minutes from these meetings shall be shared with building administrators.

14.14.5 District-Directed Time

- A. Four (4) of the ninety (90) minute release occurrences shall be allocated as District-Directed Time.
- B. The District shall determine how this time is utilized to enhance the quality of instruction and learning for students.
- C. Partial employees will be expected to attend the full District-Directed student release periods. Such employees shall be compensated at the C-7 rate of pay for the portion of those hours beyond the employee's FTE.
- D. Employees who work at more than one school shall work with their administrators to determine which school's District-Directed time occurrence they shall participate in. Alternatively, the employee's Principals may decide this together.

14.14.6 Principal-Directed Time

- A. Four (4) of the ninety (90) minute release occurrences shall be allocated as Principal-Directed Time.
- B. The Principal shall determine how this time is utilized to enhance the quality of the instruction and learning for students.
- C. Partial FTE employees will be expected to attend the full Principal-Directed student release periods. Such employees shall be compensated at the C-7 rate of pay for the portion of those hours beyond the employee's FTE.
- D. Employees who work at more than one school shall work with their administrators to determine which school's Principal-Directed time occurrence they shall participate in. Alternatively, the employee's Principals may decide this together.

14.14.7 Team/Department Directed

- A. Four (4) of the ninety (90) minute release occurrences shall be allocated as Team/Department Time.
- B. Team/Department Days can be used for any collaborative effort including grade level, curricular teams, etc. in building or across the district. Specialist groups may meet on Team/Department Days. The Team/Department will determine the use of these days.
- C. Group meetings such as professional development and-staff meetings shall not be offered or initiated by a Principal, SDLT, or centrally by the District during this time.

MDT, IEP, 504, Guidance Team, and similar meetings may not be scheduled during this time.

14.14.8 One of the purposes of early release days is to create opportunities within the regular work day to develop quality instructional practice via teams, collaborative reflection, and professionals sharing their expertise with each other in order to achieve the goals of the Strategic Action Plan.

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

14.15.1 If it becomes necessary for a librarian to give up their library administration time to cover another employee's classroom duties, they will be compensated, per the provisions of article 14.15.

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

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

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

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

ARTICLE 15 EMPLOYEE WORK LOADS

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

15.1 CLASS SIZES: The District and NSEA are committed to minimizing disruptions to student assignment and schedules and the number of large class sizes and teacher daily overloads. The District will monitor enrollment data on class size and will attempt to remedy overloads by taking steps such as: adjusting staffing allocations prior to the start of each school year, during the first month of school and after the

October count date; balancing class numbers, releasing hold-backs, adding sections, or creating class waiting lists. These attempts will be promptly communicated to NSEA. Between August 15 and October 15, the District shall update NSEA on enrollment changes and the actions taken at least every other week.

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

The actions taken shall be reviewed in Labor Management Council meetings.

15.2

ELEMENTARY WORK LOADS. The District will strive to maintain reasonable employee workloads compatible with the financial circumstances of the District, the availability of building space, and the welfare of the pupils. Subsequent to the October enrollment report, whenever the number of pupils assigned to an elementary classroom teacher reaches an overload level, the District will specifically evaluate the situation, and within ten (10) school days, take appropriate action to give relief to the employee(s) affected. Such appropriate action for the affected employee shall include one and one-half (1½) days of substitute time each semester or one and one-half (1½) days of pay at the full-day substitute long-term rate if requested by the employee for which the number of pupils assigned to half-day Kindergarten sessions reaches an average of 24 students, full-day Kindergarten and Grade 1 reaches 25 students, grades 2-3 classrooms reaches 27 students, and grades 4-5 classrooms reaches 28 students. This one and one-half (1½) days provision for substitute time each semester may be utilized by the employee in one-half day or full-day increments. Employees requesting one and one-half (1½) days of pay in lieu of one and one-half (1½) days of substitute time may request pay at the substitute long-term rate and must make such request within 30 school days of the end of each semester.

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

.5 K	Half-day Kindergarten overloads are based on an average of both sessions	
	at 24 students (Average a.m./p.m.)	\$525 per semester
	at 25 students (Average a.m./p.m.)	\$300 additional per student per semester
Full-day K-1	at 25 students	\$525 per semester
	at 26 students	\$300 additional per student per semester
2-3	at 27 students	\$525 per semester
	at 28 students	\$300 additional per student per semester
4-5	at 28 students	\$525 per semester
	at 29 students	\$300 additional per student per semester

Overload compensation will be based upon enrollment of the lower grade level for split classes, i.e., the third grade criteria will be used for a 3/4 split.

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

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

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

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

ELEMENTARY DUAL LANGUAGE PROGRAM

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

District_Assigned_Split_Classes

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

District Assigned Split Classes \$900 per semester

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

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

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

However, overload provisions for music, physical education, and library are applied when services exceed 28 45-minute sections per week per 1.0 FTE, excluding a minimum of 20 percent of administrative time for librarians. Overload pay of \$525 per semester will occur when the number of sections exceeds 28 for music and physical education and 22 for Librarians. Any time assigned to the librarian with students in the library during recess, lunch, etc., shall be included as part of the minutes of contact time. Administrative time for librarians will be scheduled in blocks of at least 15 minutes.

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

15.2.1 SECONDARY WORK LOADS – (Middle and High School)

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

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

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

This one and one-half (1½) day provision may be utilized by the employee in half day or full day increments. Employees requesting one and one-half (1½) days of pay in lieu of one and one-half (1½) days of substitute time may request pay at the substitute long-term rate and must make such request within 30 school days of the end of each semester. Music is excluded from these provisions.

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

Total number of pupils per day	151	\$525 per semester; and \$225 per semester for Each 5 additional students
OR (not both)		
Number of students per largest class	32	\$275 per semester (not repeated for multiple Classrooms of 32 or more)
	33	\$250 additional per semester

34	\$225 additional per semester
35	\$100 additional per student per semester

15.2.1 High School Scope and Sequence

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

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

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

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

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

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

15.2.2 Such payment will be made in a lump sum at the end of the first pay period following the end of the semester.

15.2.3 Secondary Counselor Workload: Secondary Counselor Workload: All comprehensive high schools and middle schools shall have at least 3.0 FTE counselors. Additionally, for the 2019-20 school year, high school counselors will be provided on a 1 to 365 ratio and middle school counselors will be provided on a 1 to 375 ratio based upon total student head count on October 1 (with no student counted more than once). Beginning

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

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

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

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

15.2.4 None of the above provisions would necessarily hold for classrooms where teaching staff and administrators, at an elementary school level, or on a departmental basis, have developed and arranged special variations in curriculum, instructional methods, and staff organization.

15.2.5 In addition to the above provisions of 20.2 and 20.2.1, mainstreamed Mid-Level, Functional Skills and Academics Class and Behavior students with an active IEP will be designated with a specific count of 1.5 FTE in all class size provisions with the exception of music and library. ESL or ELL students will be designated with a specific count of 1.5 FTE in all class size provisions.

15.2.6 If the District experiences a reduction in local or state funds below the previous year's funding level, the District shall consult with the Association on the matter prior to instituting any changes in the above provisions.

For the duration of this Agreement, if the District invokes Article 15, Section 15.2.6, the parties shall negotiate a solution.

15.2.7 District central allocations of classroom instructional staffing at schools shall be utilized to employ certificated staff for direct student instruction, unless otherwise limited by this Agreement. This shall not modify the duties of librarians or ESA staff.

15.2.8 Northshore Networks: Caseloads for Northshore Networks shall be limited to 25

students for a 1.0 FTE employee, and proportionately fewer students for an employee less than 1.0. Caseloads in excess of this amount shall result in additional FTE assigned to the program, or added to existing staff if they are agreeable to serving additional students.

15.2.9 Class sizes at the Secondary Academy for Success (SAS) are generally limited to 15 students except in unusual circumstances which have been discussed between the teacher and the administrator.

15.3 SPECIAL EDUCATION WORK LOAD: Subsequent to the monthly enrollment and/or unit report, whenever there is a work overload, as defined below, for the special education employee(s), the District will specifically evaluate the situation, and within ten (10) school days, take appropriate action to give relief to the employee(s) affected. When an employee is less than 1.0 FTE, the employee will be offered additional FTE in lieu of overload pay except in situations where this is not practical.

15.3.1 For the purpose of determining workload for special education employees, students with an Individual Educational Plan (IEP) will be the basis for staffing and work load.

15.3.2 Whenever the special education employee's workload exceeds the limits below, the District will specifically evaluate the situation and relief will be provided according to 20.3.3. Should the employee and building administrator believe that the overload provision(s) in 20.3.3 is not an appropriate action, the teacher, building administrator and district administrator shall meet and jointly agree on the appropriate action to provide relief to the employee(s) affected.

15.3.3 Workload for special education teachers will be defined using the information in Section 15.3.3.1, paragraphs A-M, below. "Elementary" refers to programs serving students in grades K-5 and "secondary" refers to programs serving students in grades 6-12. Primary elementary mid-level classes will serve students in grades K-2 and "intermediate" elementary mid-level classes will serve students in grades 3-5.

15.3.3.1 A. EARLY CHILDHOOD PROGRAM – Sixteen (16) IEPs per full time certificated teacher and 6.5 hours of Paraeducator time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

first pay period following the end of the semester date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

pay period following the end of the semester date.

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

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

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

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

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

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

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

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

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

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

See MOU on page 112 regarding Secondary Mid-Level Programs for additional provisions.

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

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

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

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

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

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

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

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

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

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

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

- C. SCHOOL PSYCHOLOGIST – The District shall employ not less than 1.0 FTE for each 1,000 FTE K-12 students (excluding Running Start, dropout reengagement. In addition, the District shall employ a minimum of 1.1 FTE psychologist for the Early Childhood Assessment Team and a 1.0 FTE “floater” to assist as needed to account for unanticipated students and growth. The “floater” FTE shall not be required to serve as a long-term substitute for any psychologist who is absent from their regular duties.

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

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

In order to accomplish the task of equalizing assignments during the school year, a Caseload Committee of School Psychologists (with representatives selected by the school psychologists) and the Special Education Directors shall meet as needed to adjust individual caseloads in circumstances of unequal assignments.

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

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

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

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

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

staffing formulas for Psychologist and SLP FTE, and may be augmented by staffing from those formulas.

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

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

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

15.4 ENGLISH LEARNER TEACHER WORKLOAD

The District shall provide each building with staffing for English Learner (EL) services based on both the total number of students receiving EL services, as well as the number of students scoring at Level 1 and Level 2 on the Washington English Language Proficiency Assessment (ELPA). In the 2019-20 school year, the District will staff EL teachers based on the following formula below. Beginning in the 2019-20 school year, the District will provide 1.5 EL teachers in addition to this formula, distributed based on student need. In the 2020-21 school year and the 2021-22 school year, another 1.0 EL teacher will be added each year.

Certificated EL Teacher Staffing*					
Number of Students Scoring 1 or 2 on WELPA, or Emerging or Intermediate Progressing on the ELPA.	EL Cert FTE		Total Students Receiving EL Services	EL Cert FTE	
1-10	.2	+	1-15	-	=Total EL Cert FTE
11-20	.3		16-40	.1	
21-30	.4		41-70	.2	
31-40	.5		71-100	.3	
41-50	.6		101-130	.4	
51-60	.7		131-160	.5	
61+	.8		161+	.6	

EL Paraeducator Staffing*			
Elementary		Secondary	
Number of Students Scoring 1 or 2 on WELPA, or Emerging or Intermediate Progressing on the ELPA.	Weekly Paraeducator Hours	Number of Students Scoring 1 or 2 on WELPA, or Emerging or Intermediate Progressing on the ELPA.	Weekly Paraeducator Hours
0-10	0 hrs	1-10	20 hrs
11-20	20 hrs	11-20	32.5 hrs
21-35	32.5 hrs	21-40	40 hrs
36-60	40 hrs	41+	60 hrs
61+	60 hrs		

*Please refer to the “English Learner Staffing” Memorandum of Understanding, regarding amendments made to this chart.

If there are 71-80 students qualifying as level 1 or 2 on WELPA, or Emerging or Intermediate Progressing on the ELPA, the District will provide the EL teacher with a choice of an additional 0.1 FTE or 2 additional hours of paraeducator time. If there are 81 or more students qualifying as level 1 or 2 on WELPA, or Emerging or Intermediate Progressing in the ELPA, the District will provide the EL teacher with a choice of an additional 0.2 FTE or 4 additional hours of paraeducator time. Any changes in EL staffing provided by this provision will be in addition to the staffing model.

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

The District will provide building guiding teams with ongoing training in the EL early intervention process, second language acquisition, and disproportionality in EL students qualifying for special education services. The District may provide opportunities for instructional staff to receive training in GLAD and SIOP.

ELPA 21 building plans will be developed in consultation with EL instructional staff and will be submitted to the District Assessment Coordinator. ELPA 21 building plans will include a plan for space for administering tests, and a plan for staffing the administration of the tests that does not impact the planning time of EL teachers. If a teacher is required to give up their planning time to administer an ELPA 21 test, they will be paid for the loss of planning time at the C-7 rate from the building’s ELPA 21 fund.

- 15.5 Services Staff will meet with their program supervisor(s) at least ten (10) days prior to the end of the work year to be notified of building placement for the next school year.
- 15.6 The District will strive to maintain reasonable employee workloads as it relates to the number of students in the regular educational program who are receiving IEP or ELL services.
- 15.5.1 Elementary employees in the regular classroom program who have more than five (5) students (i.e., Special Education Mid-Level and Functional Skills and Academics Class students, Learning Center students, and English Language Learners (ELL) students) each day shall receive one (1) day of substitute teacher time each semester or one (1) day of pay at the full-day substitute long-term rate if requested by the employee. Employees requesting one (1) day of pay at the full-day substitute long-term rate must make such request within 30 school days of the end of each semester. The more than five (5) students must have been under that employee's supervision for at least one-third (1/3) of the semester to qualify for substitute teacher time.
- 15.5.2 Secondary school employees in the regular classroom program who have more than ten (10) students (i.e., Special Education Mid-Level, Functional Skills and Academics, Behavior Class students, Learning Center students, and English Language Learners (ELL) students) each day shall receive one (1) day of substitute teacher time each semester or one (1) day of pay at the full-day substitute long-term rate if requested by the employee. Employees requesting one (1) day of pay at the full-day substitute long-term rate must make such request within 30 school days of the end of each semester. The more than ten (10) students must have been under that employee's supervision for at least one-third (1/3) of the semester to qualify for substitute teacher time. Sixth grade elective wheel teachers shall be included in this provision. Music and study hall classes shall be an exception to this provision.
- 15.5.3 The respective roles of high school counselors and learning center teachers are described in Appendix I: "Defining the Roles and Responsibilities of High School Counselors and Learning Center Teachers."
- 15.6 SERVING STUDENTS WITH DISABILITIES
- A. Students with disabilities are general education students. Special education services include the specially designed instruction and supplementary supports and services to ensure access and progress of the student with special needs in general education. The continuum of special education services includes instruction in general education classes, special education classes, special schools, home instruction, and instruction in hospitals. Information regarding the district's continuum and policies and procedures is provided on the NSD district's web page, the special education NSD webpage, through staff training, and during the IEP process
- B. Individual Education Program (IEP) roles and responsibilities: General education classroom teachers are required members of the IEP team. In order to participate in all aspects of IEP development, including but not limited to goals, accommodations, modifications, and placement, there must be general education representation during the entirety of the IEP team meeting. If a general education teacher is not able to attend for the entire IEP meeting excusal by the parent is required. The IEP team shall follow required steps for proper excusal. Special education teachers/related services staff are responsible for designing, providing, and monitoring the specially designed instruction for a student eligible for special education. Special education teachers and related

services staff specialists will assist general education teachers in accommodating and modifying curriculum materials and providing resource materials upon request. Special education teachers and related services staff are responsible monitoring and reporting progress on all IEP goal areas.

C. IEPs are reviewed annually. If a significant change in services and/or placement is being considered for a student the reevaluation process will be followed. An IEP meeting will be held following the completion of the reevaluation.

D. The role of the general education teacher is to teach all students enrolled in the class. The general education teacher as a member of the IEP team will collaborate as needed with the IEP team in order to meet the diverse needs of students with disabilities.

E. Classroom teachers shall respond to contacts from parents including parents of students with disabilities regarding general education class content. The IEP case manager serves as the primary contact for the parents of students with disabilities related to a student's IEP. School administrators or counselors are the primary contact for all families for issues related to the student's general well-being at the school.

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

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

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

15.9 CLASS SIZE BALANCING – To the extent possible, students shall be assigned to teachers and classes in an equitable manner by numbers, gender, IEP or ELL services, and challenging needs. Alternatively, a grade level or subject department team may by consensus, and with agreement of their building administrator, agree to distribute students differently. If a teacher believes a problem exists with the equitable distribution of students, the teacher shall first discuss the issue with their building administrator. For Elementary schools, the school's draft student class lists and the current seat count summary report (numbers of students, gender, 504 plan, IEP or ELL services and alerts) shall be made available to Elementary employees upon request prior to informing parents of the child's teacher.

15.10 NURSING DUTIES – Employees shall not be expected to perform the duties traditionally performed by school nurses. This section of the agreement is intended to clarify that if a school is not staffed with a school nurse at all times, the school nurse's duties shall not be shifted to certificated employees.

When a student complains of illness (not fatigue), employees may send the student to the school office. Employees shall not be expected to call parents or guardians regarding a student's complaint of illness or injury.

Except in emergencies or on field trips or other off-campus activities, employees shall not be expected to supervise or retain ill or injured students in a classroom, workspace, or elsewhere at the school during the regular work day.

Employees shall not be expected to administer medications except on field trips and at other school supervised activities off-site with the written plan provided by a school nurse. Employees shall not be required to test students for any health related matters (e.g., blood sugar level, screening). Employees shall not be required to inspect students for lice or nits or other communicable illnesses. Employees shall not be expected to clean students beyond routine hygiene practices or change their clothes.

Employees may be trained to utilize an EpiPen, and may be trained on how to respond to diabetes and other life-threatening conditions if they are responsible for students with these conditions

Employees assigned to a Functional Skills and Academics Class shall continue to meet the physical and personal care needs caused by their students' disability. This shall not include tracheotomy care and maintenance, administering medications (except on field trips and at other school supervised activities off-site with the school nurse's written plan), catheterization, or other duties of a medical nature unless there is approval between the nurse, teacher and the administrator.

- 15.11 Guidance team is the current District name for a team of staff that meets to discuss possible interventions for students who need interventions. Employees on the team shall receive the C-7 rate of pay for meetings outside the work day and shall not lose duty-free time if meetings are held during lunch.
- 15.12 The District shall have a plan for centrally-managing textbook and curriculum inventory to reduce workload for employees.
- 15.13 For the duration of the current collective bargaining agreement, the District shall provide \$18,000 per high school and \$5,000 per middle school for theme readers, collaborative scoring of student work, or online tools for the evaluation of student work. Each building's SDLT shall determine the distribution of these funds to departments, and the use of these funds shall be determined by the departments receiving the funds.
- 15.14 Teachers of Advanced Placement classes shall be given two (2) days of substitute release time or equivalent compensation at the long-term substitute pay rate for the term of the Agreement.
- 15.15 The District shall provide the equivalent of two (2) days of release time or the equivalent dollar amount at the long-term substitute rate of pay to all International Baccalaureate (IB) teachers.
- 15.151 The District shall provide an annual amount of release time for the administration of International Baccalaureate (IB) internal assessments. The amount of release time will be determined annually by multiplying the number of students taking the Language 1 (English) exam and the Language 2 (World Language) exam by 40 minutes.
- 15.152 At the request of the IB program, proctors to administer IB exams will be provided.
- 15.153 The District will provide and/or pay for required trainings for both International Baccalaureate and Advanced Placement teachers. Teachers required to attend such training will be paid at the C-7 rate for their time outside the contracted school year.

- 15.16 The scheduling of special education paraeducators to classrooms other than that of the special education teacher shall be made by the principal in collaboration with the special education teacher. This collaboration shall include two-way communication to understand the needs of the special education students, intent to reach a mutually-agreeable outcome, and a meeting if requested by either the employee or principal.
- 15.17 A designated representative of each special education program at each school (e.g., FSA, LC, each Mid-level program) shall participate in student transition meetings. Such teachers shall be given two hours of compensation for each transition meeting. If additional time is needed for such meetings, the teacher may contact the special education administrator or principal for authorization for additional paid time.
- 15.18 Activity Coordinator
- 15.18.1 Each comprehensive high school shall be staffed with a minimum .4 FTE release activity coordinator with the extended days identified in Section 14.16 and the stipend identified in Schedule 23SH.
- 15.18.2 During the fall of 2019, the District shall convene a meeting with representatives of Human Resources, building administrators, activity coordinators and the Association in order to develop clearer work expectations for activity coordinators. The District's revised expectations shall be presented to the AALT no later than November 15, 2019.
- 15.19 Athletic Directors
- 15.19.1 Each comprehensive high school shall be staffed with a 1.0 FTE athletic director with the extended days identified in Section 14.16 and the stipend identified in Schedule 23SH.
- 15.19.2 Each comprehensive high school shall be staffed with at least 7.0 hours per day of administrative office support for the athletic program.
- 15.19.3 Athletic directors shall be allowed to flex their daily work schedules when teams or individual students participate in competitions after the completion of the Kingco competition or other culminating event. When doing so, the total amount of daily work time will remain the same each day, supervisors must be notified in advance, and the needs of students and their families must be met.
- 15.19.4 During the fall of 2019, the District shall convene a meeting with representatives of Human Resources, central office athletics administration, athletic directors and the Association in order to develop clearer work expectations for athletic directors. The District's revised expectations shall be presented to the AALT no later than November 15, 2019.

CASELOAD/OVERLOAD MATRIX

This matrix is a summary of the text found in Article 15. Refer to the text for more details and information.

SECONDARY GENERAL ED. CLASS SIZE (Employees receive the higher of relief for their largest class size OR total case load)	Caseload Ratio	Step #1 Overload Pay Point. \$275 per semester begins at:	Step #2 Overload Pay Point. \$250 additional per semester begins at:	Step #3 Overload Pay Point. \$225 additional per semester begins at:	Step #4 Overload Pay Point. \$100 additional per student per semester begins at:	Substitute release or equivalent long- term pay (at Step #)
Secondary (class size)	31:1	32:1	33:1	34:1	35:1	1.5 days per semester (at Step
SECONDARY GENERAL ED. TOTAL CASE LOAD (Employees receive the higher of relief for their largest class size OR total case load)	Caseload Ratio	Step #1 Overload Pay Point. \$525 per semester begins at:	Step #2 Overload Pay Point begins at:		Substitute release or equivalent long-term pay (at Step #)	
Secondary (total case load)	150:1	151:1	156:1 Additional pay of \$225 per semester per each additional 5 students (i.e., 156:1, 161:1, etc.)		1.5 days per semester (at Step #1)	
ELEMENTARY GENERAL ED.	Caseload Ratio	Step #1 Overload Pay Point. \$525 per semester begins at:	Step #2 Overload Pay Point. \$300 additional per student per semester begins at:		Substitute release or equivalent long-term pay (at Step #)	
Kindergarten - .5 day Avg. of both sessions (a.m./p.m.)	23:1	24:1	25:1		1.5 days per semester (at Step #1)	
Full-day Kindergarten - 1.0 day	24:1	25:1	26:1		1.5 days per semester (at Step #1)	

ELEMENTARY GENERAL ED.	Caseload Ratio	Step #1 Overload Pay Point. \$525 per semester begins at:	Step #2 Overload Pay Point. \$300 additional per student per semester begins at:	Substitute release or equivalent long-term pay (at Step #)
Grade 1	24:1	25:1	26:1	1.5 days per semester (at Step #1)
Grades 2-3	26:1	27:1	28:1	1.5 days per semester (at Step #1)
Grades 4-5	27:1	28:1	29:1	1.5 days per semester (at Step #1)
Northshore Networks	25:1 (See Section 15.2.8)			
District Assigned Split Classes	\$900 per semester plus 2 hours of Paraeducator time (See Article 15.)			
Elementary Music and PE	\$525 per semester begins at over 28 45-minute sections of student contact time.			
Elementary Librarian	\$525 per semester begins at over 22 45-minute sections of student contact time.			

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

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

SPECIAL EDUCATION	Caseload Ratio	Step #1 Overload Pay Point. \$760 per semester begins at:	Step #2 Overload Pay Point. \$250 additional per student per semester begins at:
Elementary Social-Emotional Mid-Level	10:1 and two 6.5 hour Paraeducators	11:1	12:1 When the number of IEPs reaches 15, a 4-hour Paraeducator will be added. At 18
Elementary Functional Skills and Academics Class	8:1 and two 6.5 hour Paraeducators	9:1	10:1 When the number of IEPs reaches 12, a 4-hour Paraeducator will be added. At 14 IEPs, a 1.0 Cert and a 6.5 Paraeducator will be added.
Elementary Learning Centers	25:1 and one 6.5 hour Paraeducator	29:1	32:1 When the number of IEPs reaches 35, a .5 teacher and 4-hour Paraeducator will be added.
Secondary Positive Behavior Support Class	10:1 and 6.5 hours of Paraeducator time and a 2 nd 6.5 hour Paraeducator if no District 1:1 Paraeducator assigned	11:1	12:1 When the number of IEPs reaches 15, a 4-hour Paraeducator will be added. At 18 IEPs, a 1.0 Cert and a 6.5 Paraeducator will be added.

SPECIALIST SUPPORT (ESAs)	Caseload Ratio	Step #1 Overload Pay Point. \$760 per semester begins at:	Step #2 Overload Pay Point. \$250 additional per student per semester begins at:
Secondary Learning Centers	25:1 and 6.5 hours of Paraeducator time, with a minimum of two 6.5 Paraeducators at each middle school and three 6.5 hour Paraeducators at each high school.	28:1	31:1 An additional 4-hour Paraeducator will be added when the number of IEPs beyond a multiple of 25 (e.g. 50 at MS, 75 at HS, etc.) is exceeded by 12.
Secondary Mid-level Classes	10:1 and two 6.5 hour Paraeducators.	11:1	12:1 When the number of IEPs reaches 15, a 4-hour Paraeducator will be added. At 18 IEPs, a 1.0 Cert and a 6.5 hour Paraeducator will be added.
Secondary Functional Skills and Academics Class	8:1 and two 6.5 hour Paraeducators	9:1	10:1 When the number of IEPs reaches 12, a 4-hour Paraeducator will be added. At 14 IEPs, a 1.0 Cert and a 6.5 hour Paraeducator will be added.
Occupational and Physical Therapist (PT/PTs)	30:1 or 20 hours per week. Pool of 80 hours to address overloads.		
Speech Language Pathologists (SLPs)	46:1 (Staffing determined June 10)	47:1 \$525 per semester See Article 20.3.4 B	Additional pay of \$250 per semester per each additional 5 IEPs over 47 (i.e., 52:1, 57:1, etc.).

SPECIALIST SUPPORT (ESAs)	Caseload Ratio	Step #1 Overload Pay Point. \$760 per semester begins at:	Step #2 Overload Pay Point. \$250 additional per student per semester begins at:
Psychologists	1:1000 K-12 FTE, plus 1.1 additional FTE for Early Childhood and a 1.0 additional FTE Floater. See Article 15.3.4 (C)	See Article 15.3.4 (C)	
Secondary Counselors	High School (not including SAS and NN), 1:365 (Headcount) in 2019-20, 1:325 (Headcount) beginning in 2020-21 Middle School, 1:375 (Headcount) in 2019-20, 1:365 (Headcount) beginning in 2020- 21 Minimum of 3.0 FTE (except for SAS and NN)	See Article 15.2.3	

ARTICLE 16 CERTIFICATED SUBSTITUTES

16.1 This Article shall govern the wages, hours, and working conditions of certificated substitutes represented by the Association. Provisions contained in other portions of the Agreement shall apply to such certificated substitutes only to the extent specifically incorporated by reference into this Article 16.

16.2 ASSOCIATION MEMBERSHIP

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

16.3 SUBSTITUTE TEACHER SUPPORTS

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

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

For each substitute assignment, teachers will receive:

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

16.4 CONDITIONS OF EMPLOYMENT

- A. RATE OF PAY – There shall be three rates of pay for substitutes; regular daily, long-term, and retiree. Pay rates are attached to this Agreement as Addendum C-9.

1. **REGULAR DAILY SUBSTITUTE** – A regular daily substitute is defined as an individual who is employed as a substitute for not more than twenty (20) full days.
2. **LONG TERM SUBSTITUTE** – The long-term rate of pay, as per Addendum C-9, shall be provided to substitutes for more than twenty (20) cumulative full days of service when accumulated within a period of two (2) years. Once qualified, the long-term rate will carry over to subsequent years of service as a substitute, as long as the substitute continues substitute employment. A substitute who resigns their employment or accepts employment in another district and is not available to substitute during a given school year and who is subsequently reemployed will not qualify for the long-term rate until accumulating twenty (20) additional cumulative full days of service.
 - a. Substitutes hired for twenty (20) consecutive days or longer will be placed on a non-continuing contract and paid according to their placement on the Teachers' Salary Schedule. Substitutes for certificated employees receiving a Professional Improvement Leave (PIP) will not be placed on a non-continuing contract.
 - b. Rates of pay for Fridays shall be increased by \$25 for all substitutes who are not placed on the certificated base salary schedule.
 - c. Substitutes in an assignment that will last longer than 20 consecutive days will be expected to meet the parent conference schedule that would have been expected of the regular employee whose position is being filled.
 - d. Visitations to home or job sites are optional for substitutes except as required of the regular employee whose position is being filled or as part of normal job responsibilities of the particular position: e.g., special education, vocational education, nurses, social workers, home instruction, or as may be required by state law and state regulations.
3. **RETIREE SUBSTITUTE** – A retiree substitute is defined as an individual who has officially retired from a public or private school system serving students in kindergarten through grade twelve. Documentation of retirement is required.
4. Substitute pay will increase 2% in the 2019-20 school year. For the 2020-21 school year, substitute pay will increase by a percentage equal to the state's inflationary adjustment index identified in RCW 28A.400.205 (currently the implicit price deflator). For the 2021-22 school year, substitute pay will be increased by a percentage equal to the state's inflationary adjustment index identified in RCW 28A.400.205 (currently the implicit price deflator) plus 1%.

5. Substitutes who are assigned additional teaching assignments during a planning period will be paid an additional twenty-five dollars.

6. Substitutes who work an assignment that changes between the time the assignment was accepted and their arrival to the school building will be paid an additional twenty-five dollars for that school day.

B. WORKDAY

1. Substitutes may be assigned for a half-day, defined as three hours and forty-five minutes (3.75 hours), or a full-day, defined as seven hours and thirty minutes (7.5 hours). Full day assignments include a thirty minute (30), duty-free, uninterrupted lunch time.
2. Activities outside regular classroom work are the responsibility of all members of the faculty. Substitutes will be expected to perform all responsibilities that would have been expected of the regular employee during the normal workday of the position being filled.
3. Substitutes may voluntarily participate in noncontracted activities after the normal student day and on non-school days or overnight (i.e. outdoor education programs). Participation or lack thereof shall not adversely affect any substitute in their employment.
4. A substitute who is erroneously called by the District and reports for duty as assigned may choose to remain at the building on an alternate assignment designated by a building administrator for one-half (1/2) day, providing they cannot be immediately reassigned by the Substitute Office, and shall be paid at the half-day rate.
5. The District will attempt to assign substitute teachers as requested by contracted teachers.

16.5 ASSIGNMENT AND INTERVIEW CONSIDERATIONS

- A. Substitute teachers who make application to the District and meet the qualifications for the position(s) sought are eligible for interview consideration.
- B. Upon request, a substitute will be informed by the Building Administrator or Human Resources Representative when a problem arises regarding job performance which may result in their exclusion from a classroom or building.

16.6 DISCIPLINE OF STUDENTS

- A. The District and substitute employees shall require acceptable behavior on the part of all students who attend school in the District. Such

discipline shall be consistent with the law and District-adopted student discipline policy.

- B. The District shall support employees in their efforts to maintain discipline and, further, shall support the authority of using prudent disciplinary measures by substitute employees.
- C. A substitute teacher may remove a pupil from a class session for sufficient cause. The teacher will furnish the principal, as promptly as teaching obligations will allow, full particulars of the above incidents in writing.
- D. The substitute teacher shall have the responsibility to notify the building administrator of deviant or disruptive behavior of a student which may lead to suspension or expulsion.

16.7 LIABILITY INSURANCE BENEFITS

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

16.8 SERVICE APPLICATION TO HIRING

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

16.9 SUBSTITUTE GRIEVANCE PROCEDURE

- 16.9.1 A grievance is a claim filed by a substitute employee and/or the Association with the consent of an aggrieved substitute employee alleging that the District has violated, misinterpreted, misapplied, unfairly applied, or not applied any provision of this Agreement which affects said employee and which shall be processed as hereinafter provided. This Article shall not limit an employee's right to discuss a complaint via administrative channels and to solve the problem without resorting to these grievance channels. It is usually most desirable for a substitute employee and the appropriate administrator to resolve problems through free and informal communications. Substitute employees may obtain grievance forms from the Association Office or the District Human Resources Office.
- 16.9.2 Step 1 – Within twenty (20) school days following knowledge by the grieving substitute employee(s) of an alleged violation, misapplication, misinterpretation, unfair application, or lack of application of any provision of this Agreement affecting a grieving substitute employee, the substitute employee(s) shall invoke this grievance procedure by filing a written claim with the supervisor immediately involved in the dispute. If the grievance involves more than one school building, it may be filed with the Superintendent or their

designee. Within five (5) school days of receipt of the grievance claim, the immediate supervisor shall schedule a meeting with the grievant and such meeting shall be held within ten (10) days of receipt of the grievance. The grievant may be represented by an Association grievance representative at the grievant's sole option, in an effort to resolve the grievance. The immediate supervisor shall answer the claim in writing within ten (10) school days of such meeting and shall furnish a copy thereof to the grievant. Such answer shall include the reasons upon which the decision is based.

- 16.9.3 Step 2 – If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) school days of such meeting, the grievance shall be transmitted by the grievant to the Superintendent or their designee within ten (10) school days. The Superintendent or their designee shall schedule a meeting with the grievant within five (5) school days of receipt of the grievance, and such meeting shall take place within ten (10) school days of receipt of the grievance.
- 16.9.4 Step 3 - If not satisfied with the disposition of the grievance at Step 2, the grievant shall, with the consent of the Association, within twenty (20) school days so advise the Superintendent or their designee of the intent to submit the dispute to arbitration. Once notice to the superintendent or designee is provided, the parties shall meet to mutually identify the arbitration agency which will handle the matter; provided, however, if the parties are unable to agree upon an arbitration agency to submit the dispute, the matter will be forwarded to the American Arbitration Association (AAA), or other mutually agreed upon agencies, such as the Federal Mediation and Conciliation Service (FMCS), for processing.
- A. Arbitration shall be conducted by an arbitrator selected by the District and Association from a list of persons submitted to them by the arbitration agency agreed upon in accordance with that agency's selection rules.
 - B. During arbitration under this Agreement, the agreed upon arbitration agency's rules shall apply; additional rules may be adopted by the arbitrator. By mutual consent, expedited rules shall apply.
 - C. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. They shall decide all arbitrability issues. Upon request of either party, the merits of the grievance and the arbitrability issues arising in connection with the grievance shall be consolidated for hearing before the arbitrator, provided, however, that the arbitrator shall consider any questions of arbitrability of the grievance prior to hearing the merits of the grievance.
 - D. During arbitration, neither party may present any documentary evidence to the arbitrator not previously disclosed to the other party.
 - E. The arbitrator shall determine or award, which shall be published in writing no later than thirty (30) calendar days from the date of the hearing or, if oral hearings have been waived by both parties, then from the date the final statement and proof are submitted to the arbitrator. The decision or award shall set forth the arbitrator's findings of fact, reasoning, and conclusions on the issues submitted and shall be final and binding on both parties.

- 16.9.5 Except that, as a step prior to arbitration and with mutual agreement between the District and the Association, mediation procedures may be utilized with a jointly selected Arbitrator/Mediator.
- 16.9.6 Arbitration costs. Each party shall bear its own costs of arbitration, except that the fees and charges of the arbitrator shall be borne by the party not sustained.
- 16.9.7 Enforcement. The grievant or the District may enter a decision or award of the arbitrator in any court of competent jurisdiction if the other party fails to follow the arbitrator's decision or award.
- If a motion to vacate the arbitrator's decision or award is entered in a court of competent jurisdiction, each party shall bear its own costs of such action.
- 16.9.8 Time limits. The time limits provided in this Article shall be strictly observed, unless extended by mutual written agreement between the parties. Failure of the District to observe time limits shall entitle the grievant to a finding on the grievance in their favor, provided that the arbitrator determines that the grievant's claim is arbitrable. Failure of the grievant to observe time limits shall terminate their right to proceed with the grievance. During the period following June 1 and before the first contracted day for the grievant in the next school year, the term "school day" shall mean "week day," exclusive of holidays.
- 16.9.9 Grievance and arbitration meetings or hearings. All meetings or hearings held pursuant to this grievance procedure shall be scheduled at a time and place mutually acceptable to the parties. No employee involved in a grievance meeting or hearing as a witness or a grievant shall suffer loss of salary or other benefits.
- 16.9.10 Continuity of grievance. Notwithstanding the expiration of this Collective Bargaining Agreement, any grievance filed hereunder prior to such expiration may be processed through the grievance procedure until resolution.
- 16.9.11 No reprisals. There shall be no reprisals of any kind by the District or the Association against any grievant or other employee participating in the grievance procedure.
- 16.9.12 Selection of forum. Upon submission of a grievance to arbitration, the grieving employee and the Association waive access to any other forum which may be available for resolution of the grievance claim.
- 16.10 PROFESSIONAL DEVELOPMENT
- 16.10.1 A. The District will offer at least a half-day professional development opportunity for all substitutes each year on skills necessary for effective substitute service in the Northshore School District. Beginning in the 2017-18 school year, this opportunity will be offered prior to the first day of school and again mid-year.
- B. The District shall make professional development webinars available to substitute employees throughout the school year regarding use of District technology tools.
- C. The District shall provide all substitute employees access to open seats at professional development opportunities scheduled outside the school day or school year. The District HR office will, upon request, assist such

employees with instructions for registering for such opportunities through the District's professional development software, and checking on the availability of open seats.

- D. Substitutes with written replacement employee contracts shall be included in professional development opportunities on the same basis as the teacher they are replacing.

ARTICLE 17 EDUCATIONAL EMPLOYEE RIGHTS AND RESPONSIBILITIES

- 17.1 The rights granted to employees hereunder shall be in addition to those provided elsewhere.
- 17.2 The District recognizes the right of employees to join, support, and assist the Association for the purposes of engaging in collective bargaining for wages, hours, and terms and conditions of employment.
- 17.3 The religious, political, and/or private persuasions of an employee, which do not become manifest in conduct harmful to the employee-student relationship or in activities adversely impacting the performance of assigned duties, shall not be grounds for disciplinary action.
- 17.4 The District recognizes the right of employees to join, support, and assist the Association for the purposes of engaging in collective bargaining for wages, hours, and terms and conditions of employment.
- 17.5 In cases that may lead to formal disciplinary action, or at the request of the employee, said employee may be represented by counsel and/or an Association representative of their own choice, provided that this right shall not be exercised in a manner designed to unnecessarily delay disciplinary proceedings.
- 17.6 No employee shall be disciplined without just and sufficient cause. Depending upon the seriousness of the situation, the selection of disciplinary action will be progressive and may include, but is not limited to, warning, reprimand, and/or suspension with pay.
- 17.7 Any complaint against an employee by a parent, student, or other person(s) that will form the basis of a disciplinary or adverse action or a negative evaluation will be called to the attention of the employee within twenty (20) days of such knowledge of the complaint. The employee will be told the substance of the complaint and apprised of the procedures to be followed. In the case of written complaints, a copy of the complaint will be sent immediately to the employee against whom the complaint is lodged.
- 17.8 The employee shall have the opportunity to respond to the complaint within a reasonable amount of time, but no longer than five (5) work days. At the employee's option, an Association representative and/or the employee's representative shall be present at any meetings related to the complaint held with the employee. The District shall give the employee the opportunity to consult the Association and/or other representative prior to any formal investigation.
- 17.9 Employees shall be responsible to exercise their professional judgment to:
 - 17.9.1 Implement the District's prescribed curriculum and enforce, within their area of responsibility, the rules and regulations of the school district, the State Superintendent

of Public Instruction, and the State Board of Education, taking into due consideration individual differences among students, and maintain and render appropriate records and reports pertaining thereto.

- 17.9.2 Maintain good order and consistent with the law and the provisions of this Agreement. The District shall support such employees in the prudent use of their authority to maintain such order and discipline.
- 17.9.3 Hold accountable students under their supervision while in school.
- 17.9.4 Require excuses from minor students in cases of absence, tardiness or early dismissal.
- 17.9.5 Observe the substantive and procedural due process rights of pupils.
- 17.9.6 Provide a written explanation, if required by the principal, when an employee removes a pupil from class for disciplinary reasons.
- 17.9.7 Be available at reasonable times during the work day for parent conferences and/or student help.
- 17.9.8 Support, enrich, integrate and adapt the curriculum to meet the instructional needs and interests of students (consistent with 21.9.1).
- 17.9.9 Use pacing guides to maintain program coherence and align with assessment and reporting timelines, but not to limit teacher responsibility to respond to student needs and interests (consistent with 21.9.1).
- 17.9.10 Communicate with students and families utilizing a variety of tools that may include conferences, e-mail, newsletters, telephone, websites and blogs.
- 17.9.11 Determine when and how students may use their personal technology in their classroom.
- 17.10 The District shall assist employees subjected to insult, abuse, intimidation, or threat of force or violence during the performance of assigned duties. Assistance will be tailored to fit the circumstances of each situation. In addition to considering other forms of assistance, the principal or supervisor will consider relieving the employee of the assigned duty during which they were subjected to insult, abuse, intimidation, or threat of force or violence. (See Northshore School Board Policy Number 4316 "Violence Free Environment" in the Handbook for Rights and Responsibilities Concerning Pupil Conduct for Students and Employees.)

The District shall maintain a civility policy that requires civil disclosure from all members of the educational community, including but not limited to students, staff, and parents. This policy will address, amongst other issues, cyber harassment. The Association will provide input into the initial policy and any amendments thereafter through AALT.
- 17.11 The District shall provide to each employee a summary of the District eligibility requirements and entry procedures to refer a child for special education. Each building shall receive five (5) copies of the Special Education Administrative Procedures Handbook.
- 17.12 Sufficient materials and compensated professional development will be provided to teachers for the successful implementation and teaching of any new or updated adoptions in curriculum, assessments, and/or instructional programs (including intervention programs). For a comprehensive district-wide curriculum adoption (e.g., math, science,

literacy), a multi-year roll-out may be needed in order to prepare and support staff in the change and adoption of curriculum, assessment, and/or instructional programs. Implementation expectations during a multi-year roll-out will not exceed the materials and training that the District has provided at any given time.

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

- 17.13 The District shall enroll nonresident students who are the children of employees, and permit such students to attend at the school to which the employee is assigned; or at a school forming the District's K through 12 continuum which includes the school to which the employee is assigned; or at a school in the District that provides early intervention services pursuant to RCW 28A.155.065 or preschool services pursuant to RCW 28A.155.070, if the student is eligible for such services. The District may deny enrollment under this section if (a) the student's disciplinary records indicate a history of convictions for offenses or crimes, violent or disruptive behavior, or gang memberships; (b) the student has been expelled or suspended from a public school for more than ten consecutive days; or (c) enrollment of the student would displace a child already attending the school and who is a resident of the District. However, if a student admitted under this section is already admitted to a school, that student shall be permitted to remain enrolled at that school, or that K-12 continuum until they have completed their schooling. Students who are the children of District employees shall have preference and priority in all-day Kindergarten selection and boundary exception decisions over students who are children of non-employee parents. However, no student currently attending a school may be displaced by such preference.
- 17.14 Each school shall maintain a notebook of monthly budget reports for the school in the school office, available to employees upon request.
- 17.15 When the District receives a request for public records about an employee, the District shall promptly notify the employee of the specific request. The District shall inform the employee that it will make available documents it intends to release to the employee and the Association, unless the employee objects to making the documents available to the Association. The District shall give the employee and Association a reasonable opportunity (five (5) business days whenever possible) to review the records, request copies, and raise any lawful objection to the release of such records prior to public disclosure. If the number of pages to be released is not greater than twenty (20), the District shall upon request, electronically send them to the Association, provided the employee has not objected.
- 17.16 Some NESA bargaining unit members serve in positions such as teacher on special assignment (TOSA), coordinator, mentor, coach or specialist. These assignments may be made because of special skill or knowledge in a subject or program area, to support other certificated employees through coaching, mentoring or professional development, or to assist with the implementation or adoption of curriculum and instructional materials. Non-supervisory certificated employees serving in these roles will not be requested, expected or allowed to supervise or evaluate other non-supervisory certificated employees. Administrators will not ask NSEA bargaining unit members for evaluative opinions, observations or data on other NSEA bargaining unit members.

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

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

- 17.17 As a vital component of professional judgment, employees shall be responsible for decisions regarding instructional methodology, provided that questions of inclusion or exclusion of methodology shall be directed to the departmental staff, the building principal, and the District Instructional Services Department for resolution.
- 17.18 Employees shall be responsible for decisions regarding materials used for the instruction of students consistent with the provisions of this Agreement, District policy, state and federal statutes.
- 17.19 Employees will participate in curriculum and new course adoptions consistent with procedures established and reviewed collaboratively.
- 17.20 Employees shall be allowed to serve as a substitute at times that do not conflict with regularly scheduled duties or other terms of this Agreement (which may be waived by the District and Association in individual cases).
- 17.21 Employees who are requested by the District to spend time outside the regular work day preparing for or participating in legal proceedings that have been filed by or against the District shall be compensated at per diem for additional time as agreed upon in advance by the employee and appropriate administrator.
- 17.22 Employees who bill services to Medicaid shall be compensated at the C-7 rate of pay for 10 minutes per month for each student for whom billing is submitted.
- 17.23 Co-teaching shall be by mutual agreement between the employees.
- 17.24 Special Education teachers will be provided funds to purchase essential curriculum materials in the following amounts.

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

OT/PT Department

\$180 per OT/PT FTE

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

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

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

- 17.25 Special education instructional staff (teachers and paraeducators) in various classrooms with more restrictive environments (currently any service model other than Learning Center), or if needed upon request to the building administrator based on student needs, will be provided access to communication devices that allow staff to communicate with one another immediately and discreetly when working outside of their home classroom.
- 17.26 The District shall provide appropriate curriculum materials and the following supports each year to teachers of All Day Kindergarten and any others required to meet the requirements of the State's WaKIDS program:
- Up to fifteen (15) per diem hours timesheeted for the term of this Agreement, buildings may supplement with additional hours or substitute time as needed using other district or building funds.
 - Three non-student days scheduled on the first three student days each school year for the purpose of holding the Family Connections parent conferences;
 - Two days of WaKIDS training, provided by the State and compensated at the teacher's per diem rate of pay, for each teacher new to WaKIDS (and for previously-trained teachers if required by the State for ongoing assessment training);
 - If requested by a teacher, an electronic tablet for the purpose of recording assessment observations; and
 - Collaborative efforts to minimize duplication of assessments that measure the same skills at the same time in the school year.

ARTICLE 18 JOB SHARING

- 18.1 Job sharing shall refer to two (2) employees sharing one (1) full-time position, creating one full-time, long-term leave position. In the interest of providing employees the opportunity to reduce their work schedule to fulfill personal needs, the District makes available a job sharing provision of limited duration, according to 22.5
- 18.2 Job sharing may be available to employees who have continuing contracts with the District and who have indicated in writing to the Executive Director of Human Resources and their respective building principal by March 15 of their desire to job share for the ensuing school year. Such an application will include a Job Share Plan. Responsibilities of an assignment by two (2) job sharers may be divided and/or allocated according to a plan designed by the job sharers, with the approval of their immediate supervisor and the Executive Director of Human Resources. The building administration may limit the

number of job shares to one per building, or may increase the number of job shares if it meets building needs. The Job Share Plan shall address such issues as: compatibility, scheduling, attendance at required meetings and events, working within grade levels or departments, communication plans with parents, etc. If denied, the reasons for the denial shall be stated in writing to both employees requesting a job share. Disputes over the approval of a job share will be resolved by HR/NSEA along with the school principal and interested job-share teachers. The principal or supervisor will notify the employee of the job share application no later than May 1.

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

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

ARTICLE 19 EDUCATIONAL EMPLOYEE PROTECTION

- 19.1 The District to hold harmless and defend any employee against liability for personal or bodily injuries and property damage arising from their acts or omissions while acting as an agent of the District. In the event an employee is sued on a school-related matter, they shall notify the District as soon as practicably possible. Likewise, if the District is sued on

a school-related matter involving an employee, it will notify that employee as soon as practicably possible.

19.2 Visitation from parents or other educational patrons, in order to minimize disruption to the educational program, shall be requested at least one school business day prior to the day of the desired visitation. The requesting individual shall notify the principal and the employee involved of the date and purpose of the visitation being sought. When possible, the employee will have the opportunity to confer with the classroom visitor before and after the visitation. In the event a visitation is requested to occur earlier than the one school business day rule, a visit may occur but only upon mutual agreement with the employee and building principal.

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

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

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

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

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

- 19.5 An employee who is injured in the course of their employment shall receive compensation and expenses as are prescribed by the Industrial Insurance Compensation Law of Washington (RCW 51). Such compensation shall be supplemented by the individual's accumulated sick leave days to maintain their regular salary until the leave reserve is exhausted. If an employee is not eligible to receive such Worker's Compensation or until eligibility is determined, the District may charge the full absence against any and all sick leave days accumulated by the individual; however, once eligibility is determined, the District shall credit back to the individual that portion of the sick days prorated to the dollar amount provided by Worker's Compensation.
- 19.6 The District or its insurer shall reimburse any employee for any certified loss of or damage to personal property used in an instructional program, subject to the following limitations:
- A. Reimbursement shall be first-dollar losses up to a limit of \$300.
 - B. There shall be no reimbursement for loss of cash.
 - C. The personal property shall have previously been approved and registered with the District.
 - D. The employee must exhaust their own insurance possibilities before being eligible for reimbursement under this section.
 - E. A claim for reimbursement must be filed within twenty (20) days after the damage or loss through the employee's immediate supervisor.
- 19.7 Each school will develop a written Building Management Plan to be used when the administrator is out of the building. This plan shall be reviewed annually by principal and staff and shall include a designee who is trained in student de-escalation and emergency situations at any time all administrators are absent from the building. No employee shall be required to be the administrative designee. The District shall maintain a list of substitute administrators.
- 19.8 Employees shall not suffer any financial losses due to stolen, missing or damaged District property that is not the fault of the employee. Stolen or missing property must be promptly reported to local law enforcement and the District security department. Damaged property must be promptly reported to the school principal and the District's technology department. In the event the District determines that the property loss is the result of employee negligence, disciplinary action commensurate with the cost of the loss may be taken.
- If a school's budget is adversely affected by covering the cost of damaged, lost, or stolen property, the SDLT shall seek the assistance of an Assistant Superintendent.

ARTICLE 20 DEPARTMENT HEADS (SEE ARTICLE 12 REGARDING SHARED DECISION MAKING)
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- 20.1 All to-be-vacated department head positions and job descriptions for the ensuing school year shall be posted in each building by May 1st. The selection of department heads will

be completed by June 1st. When vacancies arise later, elections will take place shortly after knowledge of the vacancy.

20.2 Terms of office shall be one year and members are eligible for reelection at the end of their term. Department heads and the principal will serve as the Shared Decision Making Leadership Team. (See Article 12.4.1).

20.3 Department heads will be chosen by members of the individual departments (secondary) and grade level or specialists groupings (elementary). Department heads for OT/PT, SLP and Psychologist Departments will be chosen by members of the department. Department head positions will be elected through secret ballot. Department head positions may be shared by two or more individuals. The individuals must be placed on the ballot as a team. Only one of the team members will serve on the Shared Decision Making Leadership Team. If there are no nominations to represent a department, that position shall become an at-large position, for which the nomination and election shall be by the employees.

20.4 Funding allotment and stipend:

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

Fifty percent (50%) of the school funding allotment is to be distributed equally to all agreed upon department heads. The remaining fifty percent (50%) of the school allotment will be divided by a proportional distribution (based on department size, volume of work, or similar considerations) determined by the Shared Decision Making Leadership Team at each building. The number of department heads are as follows:

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

- Math
- Science
- English
- Social Studies
- World Languages
- Fine Arts/Music/Drama
- Career and Technical Ed
- Counseling
- Library
- Health/Fitness
- Special Ed Learning Center

- Special Ed Mid-Level Class, Functional Skills and Academics Class, Behavior Class
- Athletic Director/Activities Coordinator
- ESP and/or NEOPA

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

- Math
- Science
- English
- Social Studies
- Health/Fitness
- Fine Arts/Music/Drama/Video/Tech/World Languages
- Special Ed
- Library
- Counseling
- ESP and/or NEOPA

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

- Two (2) K - Grade 2 (representing their grade levels and the needs of their grade levels and academic subjects identified in the SIP)
- Two (2) Grade 3 - Grade 5 (representing their grade levels and the needs of their grade levels and academic subjects identified in the SIP)
- One (1) Specialist
- One (1) at-large to represent defined constituents determined by the previous year's SDLT.
- ESP and/or NEOPA

Alternative Programs

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

Other Department Heads

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

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

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

High School	65 days per location
Middle School*	55 days per location
Elementary	30 days per location

Sorenson	5 days
OT/PTs	5 days
SLPs	5 days
Psychs	5 days
SAS	8 days

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

*including elementary schools with more than 700 students.

- 20.7 Department heads, along with the principal, will act as members of the school's Shared Decision Making Leadership Team. The duties of a department head include: (a) regular, expected attendance at Shared Decision Making Leadership Team meetings and intra-district meetings; (b) staffing and scheduling departments in the master schedule (c) ordering and consolidating requests for materials, supplies for department members; maintaining an inventory and related budget; (d) ordering and consolidating requests for textbooks and learning aids; (e) conducting and leading department, grade level or other meetings, which shall include opportunities for input into upcoming SDLT decisions; (f) coordinating curricular efforts; (g) assisting new staff; (h) attending and planning special events beyond the work day; and (i) interviewing candidates.
- 20.8 Any alterations to Article 20 must be voted on by a secret ballot of the certificated staff which is tabulated by the NSEA building representative(s) and the building principal. Any changes in the number of department head positions or the department heads listed under 20.4 must be approved by eighty percent (80%) of the certificated staff. Details of the proposed alteration and the waiver vote total must be submitted with the signatures of the principal and the NSEA building representative(s) to the Labor Management Council for their final approval.
- 20.9 Committee Chairs or individuals occupying building assignments not related to department head duties are not to be considered department heads nor members of the Shared Decision Making Leadership Team unless a waiver with a eighty percent (80%) passage rate is attained. (See Article 12.6.2.)

ARTICLE 21 ACADEMIC FREEDOM

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

ARTICLE 22 PERSONNEL FILES

- 22.1 Employees shall, upon request, have the right to inspect the contents of their complete personnel files kept within the District and to attach their own written comments to any material therein. Upon request, a copy of any documents contained in the personnel files shall be afforded the employee at cost. Other than processed grievance files and anecdotal records, no other additional files shall be kept.

Such anecdotal records belong to the administrator creating them and will be destroyed or removed after three years from the date of the making of the anecdotal record, provided the concern is not repeated during the three-year period. When anecdotal records involving documentation of performance concerns or misconduct of a re-occurring, similar nature or evidence a pattern, may be retained beyond three years to document the ongoing concern and preserve the record of such. Once the repeat/pattern concern is eradicated and there is no re-occurrence within three years from the last occurrence, then the record will be destroyed. Anecdotal records come under all requirements of Article 17, Educational Employee Rights and Responsibilities – Sections 17.6, 17.7 and 17.8.

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

ARTICLE 23 EDUCATIONAL EMPLOYEE ABSENCE

- 23.1 All employees must call the substitute office even though a substitute may not be required.
- 23.2 In case of a planned or unplanned absence, the employee shall notify the District as soon as practicable by calling the District to provide the following information: Name, school, subject or grade level, location of lesson plans, day and date of absence, and reason for absence. The District will provide the phone number and procedure for calling the District in the event of employee absence.
- 23.3 Employees anticipating absence for more than one (1) day shall, if able, report, in advance, all anticipated dates of absence to expedite their request for a substitute. Employees shall notify the Substitute Office of any changes to their reported absence as soon as practicable. In addition, the employee may keep their principal advised concerning the reason for the duration of the absence.
- 23.4 A substitute shall be provided by the District when an employee is absent from their regular duties for one-half (1/2) day or more, except for SLPs, Psychologists, and Occupational and Physical Therapists for whom a substitute shall be provided when necessary to provide adequate supervision of students or the continuation of the educational program. Counselors will be provided substitutes after the second consecutive day of absence.

ARTICLE 24 PRE-TAX TUITION REIMBURSEMENT PROGRAM/NATIONAL BOARD CERTIFICATION REIMBURSEMENT

- 24.1 It is hereby agreed between the District and the Association that employees may elect, prior to October 1 of each school year, to convert any or all of the annual Professional Learning and Responsibility Factor compensation referred to in Article 14 to a pre-tax tuition reimbursement program.

- 24.2 Reimbursement payments will be made upon submittal of authorized receipts in accordance with IRS regulations. Each employee can submit up to three reimbursement requests per contract year. Final receipt submission must be received by the District no later than July 15th of the contract year for which the pre-tax tuition reimbursement was elected.
- 24.3 Any tuition reimbursement funding not claimed by the July 15th deadline will be paid in the employee's August pay, less applicable state and federal taxes.
- 24.4 Employees pursuing or renewing a National Board Certification may apply for reimbursement for the amount required for the registration. When the employee completes or renews certification and receives the State stipend for this certification, this amount will be deducted from their net pay to reimburse the District for these costs. Regardless of successful completion or renewal of this certification, the employee shall reimburse the District within a three-year period. If changes to the State funding structure significantly decrease or eliminate the National Board Certification stipends, the parties agree to reopen this section.
- 24.5 Employees engaged in National Board or Pro-Teach certification and renewal efforts may make reasonable use of District computers, copiers, paper, video recording devices, and other equipment as necessary to efficiently pursue their certification. The District shall provide periodic training to NBCT candidates in the use of video recording and editing.
- 24.6 The District shall take the necessary action to annually secure the State compensation available to National Board Certified Teachers, and shall provide for the flow through of all state appropriations designated for their compensation.
- 24.7 The District will compensate a non-supervisory certificated employee on an hourly basis to support teachers.
- 24.8 The District shall provide an annual stipend in the amount of \$1,500 per FTE for the following national certifications for special education ESAs:
- Speech Language Pathologists – Certificate of Clinical Competence
 - Occupational Therapists – National Board for Certification in Occupational Therapy (NBCOT)
 - Physical Therapists – National Physical Therapist Examination (NPTE)
 - Psychologists – National Certification in School Psychology (National Association of School Psychologists) or American Board of Professional Psychology Diplomate.

ARTICLE 25 EDUCATIONAL EMPLOYEE FACILITIES

- 25.1 The District shall provide furnished faculty lounges, dining areas which may incorporate faculty lounges, restrooms, appropriate office or classroom furniture, space to safely store materials, and parking space for employees.
- 25.2 Employees shall be issued keys consistent with security needs, as determined by the District and/or the building principal.

- 25.3 Employees shall have the right to provide input to the District when it is planning any new construction or remodeling of existing educational facilities. This input shall be considered along with other input from community, other staff, students, etc.
- 25.4 Employees shall be provided with one (1) days of pay at per diem when they are required to move from one location, either within the facility or to another facility and at least one (1) additional day of pay at per diem to set up the new classroom. In extenuating circumstances, an additional day or days may be granted by the District.
- 25.5 Upon request, the District shall provide moving assistance to employees who are required to relocate. Packing materials will also be provided.
- 25.6 The District and the Association recognize that adequate work teaching space is necessary for specialists in each building where they are assigned. Should the specialist believe that appropriate teaching space (examples: safe noise level, adequate space, access to technology and teaching resources) is not available in one or more assigned facilities, the specialist shall meet with her/his supervisor and they shall jointly agree as to what space or modifications are necessary and communicate those needs to NSEA and the Regional Assistant Superintendent. The District shall make every effort to comply with such joint recommendations. However, the District shall not be required to use capital improvement funds to provide for such agreed-upon specialist space requirements.
- 25.7 Employees shall have adequate heat, light, water, air and a safe noise level to perform their duties effectively, including thirty (30) minutes prior to the start of the teacher workday to the end of the teacher workday. HVAC service shall be provided after regular work hours on scheduled work days as follows: employees will either have access to a temporary occupancy button to turn on HVAC or may call the info center to turn on HVAC.
- 25.8 Should a teacher believe that appropriate work space is not available during their preparation time, the teacher shall meet with his/her supervisor and they shall jointly agree as to what space is necessary and available.

ARTICLE 26 STUDENT DISCIPLINE

- 26.1 The District and employees shall require acceptable behavior on the part of all students who attend school in the District. Such discipline shall be consistent with the law and the provisions of this Agreement.
- 26.2 The District shall support employees in their efforts to maintain discipline and, further, shall support the authority of using prudent disciplinary measures by employees.
- 26.3 When an employee exercises their authority to control and maintain discipline, said employee may use reasonable and professional judgment concerning matters not provided for in District policy, law, or provisions of this Agreement.
- 26.4 Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher from their individual classroom and instructional or activity area for all or any portion of the balance of the school day, or up to the following two days, or until the principal or designee and teacher have conferred, whichever occurs first. Except in emergency circumstances, the teacher first must attempt one or more alternative forms of corrective

action. The teacher will furnish the principal, as promptly as teaching obligations will allow, full particulars of the above incidents in writing. The administrator shall communicate actions taken to the teacher who excluded the student, the special education case manager (if applicable), advisory teacher and counselor as soon as reasonably possible. It shall be entered into the student records system (Synergy) unless the principal determines that the removal should not have occurred. Other teachers of the student shall be informed as soon as reasonably possible unless, in the good faith judgment of the administrator, an exception must be made in unusual circumstances.

- 26.5 If a student is substantially disruptive and is removed, the teacher may impose, as part of the power of discipline, a statement specifying the future behavior expectations of the student. The principal may modify said statement if enforcement of the future behavior expectations would violate the student's substantive or procedural due process rights.

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

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

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

- 26.6 When students are unexpectedly evacuated from a learning space due to an immediate and continuing danger from other students, the school shall implement a plan for supporting students who are observers of traumatic events including appropriate notice to parents and families of the event. Teachers temporarily assigned students in such situations will be paid under the conditions described in Section 14.15.

- 26.7 When information is known, students who have exhibited or have a history of violent or threatening behavior will be identified to the student's assigned staff, and to other staff on a need to know basis as soon as reasonably possible by an administrator or designee. Confidential information will be shared with employees in accordance with the rules and regulations of the Family Rights and Privacy Act as now or hereinafter amended.

ARTICLE 27 STANDING COMMITTEES AND ADDENDUM 'A' PROVISIONS

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

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

ARTICLE 28 EDUCATIONAL EMPLOYEE EVALUATIVE CRITERIA AND PROCEDURES

- 28.1 It shall be the responsibility of each principal (or administrative designee) to evaluate all employees assigned to their building according to Addendum B-1 through B-5 of this Agreement.
- 28.2 Employees or their Association representative may request the assignment of an alternate evaluator on or before September 15 of any year in which a child of the evaluator has been assigned to the employee's class or service. The request may be addressed to the evaluator or to the District's chief administrator for Human Resources. The District will respond by granting or denying the request within two weeks of the request. No provisional employee should be evaluated by an evaluator whose child is assigned to the employee's class or service unless there is no other reasonable option.

ARTICLE 29 PROBATION PROCEDURES

- 29.1 In the event the District places a continuing employee on probation because said employee's work is not judged satisfactory, the probation shall be implemented in accordance with RCW 28A.405.100.
- 29.1.1 The letter of probation required by statute shall state specific areas of deficiency based on the evaluative criteria along with a suggested specific and reasonable program for improvement, which program shall include the following elements:
- A. A set of expectations delineating what levels of performance would constitute acceptable performance.
 - B. Outline for improvement which spells out courses of action and time-expectations so the employee involved can reach an acceptable level of performance.
 - C. Plans for assistance by the observing administrator which spell out additional assistance from mentors, where applicable, to improve the employee's level of performance.
 - D. A discussion between the evaluator and probationer about the student composition of the class and future classes, number of class preparations, and number of assigned schools (if more than one) to ensure that each probationer has the reasonable opportunity to be successful.
- 29.1.2 The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving their areas of deficiency. The probationer and evaluator shall mutually agree on the selection of said additional certificated employee. If the probationer and evaluator cannot agree, the employee may request that one be appointed by the ESD in accordance with law.
- 29.1.3 During observations under these procedures and during post-observation conferences with the evaluator, the probationer may be accompanied by an Association representative, at the employee's option.

- 29.1.4 If a teacher with five or more years of experience is evaluated as Unsatisfactory (level 1) and placed on probation, without previously having received a support plan after a Basic rating, the District will consult with the Association regarding the appropriate length of a probationary period necessary to complete a plan for improvement.
- 29.1.5 At the end of the probationary period, the evaluator shall prepare and submit to the Superintendent a final probation report. In such report, the evaluator shall either recommend removal from probation, (if the employee has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in the initial notice of deficiency and subsequently detailed in the improvement program), recommend that the employee be continued on probation under the existing probationary program for improvement as established in 34.1.1 above, or specifically document in writing the lack of necessary improvement for recommending nonrenewal. The evaluator shall furnish the employee with a copy of this report. If continued probation is recommended, such report shall include only those criteria in which the employee's performance remains deficient.
- A classroom teacher who has been transitioned to the revised evaluation system must be removed from probation if they have demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Basic (level 2) or above if they are a continuing contract teacher with five or fewer years of experience, or Proficient (level 3) or above if they are a continuing contract employee with more than five years of experience.
- 29.2 In the event an employee grieves the alleged misapplication, violation, misinterpretation, unfair application, or non-application of any portion of this Article, the District shall not be precluded from issuing a notice of probable cause or causes for nonrenewal, discharge, or other adverse change in contract status during the pending of such grievance.
- 29.3 Formal probationary provisions do not apply for provisional employees. If non-renewal is being considered for a provisional employee, the employee will be notified in writing by February 15. A plan of assistance will be developed by the supervising administrator and the employee. The Association will be consulted at the request of the employee. If non-renewal is recommended, the employee will be notified by the Superintendent by May 15.

ARTICLE 30 EDUCATIONAL EMPLOYEE RETENTION

- 30.1 The District shall determine the educational program and services for the District based upon the educational goals of the District and the financial resources available for the following school year. Prior to May 15 of each year, the District shall determine whether the financial resources of the District will be adequate to permit the District to maintain its employee staffing levels and its educational programs and services substantially at the same levels for the following school year, EXCEPT FOR, years in which a biennial budget has not passed by the Legislature by May 15, the District may give notice of nonrenewal on or before June 1. When it is determined that such financial resources are not reasonably assured for the following school year, the District shall adopt a reduced educational program which takes into consideration the procedures set forth below. These procedures shall also be applied to identify those employees who will be retained to implement such reduced program and those employees, if any, who must be nonrenewed. The same procedure may be used to reduce specific and isolated educational programs staffed by a certificated employee with limited educational licensure (e.g., the reduction of an under-enrolled elective program with a teacher with a vocational

certificate only).

30.2 The following procedures shall be observed:

30.2.1 In order to identify resources for maintaining the basic educational program and continuing employment of employees, the District shall provide upon request of the Association, information about budgeted revenues and expenditures by budget category to date and for the past two years; provide monthly enrollment figures and projected enrollment estimates; provide tax information, to include delinquent tax accounts, actual property tax collections for the current and previous two years; and provide other financial statements produced during the regular course of business. The District shall:

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

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

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

30.2.3 In the event it is necessary to retain a reduced number of employees for financial reasons, those employees who will be retained to implement the District's reduced program and

those employees who will be nonrenewed from employment will be identified by using the procedures set forth in paragraphs A through E below:

- E. The District will determine, as accurately as possible, the total number of certificated staff known as of April 15 leaving the District for reasons of retirement, family transfer, normal resignations, leaves, discharge or nonrenewal, etc., and these vacancies will be taken into consideration in determining the number of available positions for the following school year.
- F. Upon District determination of educational programs, services, and activities to be retained, employees shall be assigned to appropriate positions by the District subject to the provisions of this agreement and state law and state regulations.
- C. The District shall (1) retain those employees with non-provisional continuing contracts over those with provisional continuing contracts; and if more employees with non-provisional continuing contracts remain than positions available, the District shall (2) retain those employees with the longest period of service as a certificated public school employee on a seniority basis as provided below. "Seniority" shall mean the number of years of certificated experience as established by state law and administrative code, and OSPI guidelines for S-275 reporting. Employees on leave will have that seniority credited to them at the time they discontinued active service to the District, unless otherwise provided in this Agreement.
- D. In the case of equality of seniority, the determining factor will be seniority within the District. If ties still exist, the certificated employee at the most advanced point on the vertical column of the salary schedule shall have preference. In the event ties still exist, the employee(s) with the largest number of college, university and professional credits eligible for recognition by the District for salary purposes beyond the B.A. degree, as earned and recorded in the Certification Office as of December 31, shall have preference.
- E. In the event that reduction in staff is necessary, the District shall not retain an employee who holds a noncontinuing contract for leave replacement.

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

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

30.3.1

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

- A. College credits must be supported by official transcripts (not simply grade slips) which the individual has on file in the Human Resources Office. It shall be the responsibility of the individual employee to furnish the District with such supporting transcripts. All transcripts and records of professional credits and experience must be on file by October 1 of the school year that Article 30 is applied.
- B. An employee's status (full-time vs. part-time) is not a factor for the retention decision. An employee's certification, endorsement(s), total seniority, etc., are appropriate factors for consideration. A part-time employee shall not be eligible to be retained in a position of higher FTE status than that held at the time of retention determination until such time as employment has been offered to everyone in the employment pool in their category or categories.
- C. Each certificated employee employed under a continuing contract shall be considered for retention in the employment category or categories for which the employee is qualified. The employee shall first be considered for retention in the category or categories held and then in any other category or categories for which the employee may be qualified according to the provisions of this paragraph. For the purpose of this paragraph, an employee is qualified for a category if they have the proper certification, and if employed on or after September 1, 1987, has the proper endorsement.
 - 1. The employee is currently assigned or has previously been assigned .4 FTE or more (under continuing or noncontinuing contract) for one full school year to such category; or
 - 2. The employee is currently assigned or has previously been assigned .2 FTE (under continuing or noncontinuing contract) two (2) or more consecutive years; or
 - 3. Employees for which an endorsement is not required must have an academic major as stated on the official transcript or presents written documentation from an appropriate college or university that such employee has earned credits in that field equivalent to a major.
 - 4. Substitute service, unless used for initial placement on the certificated employees' salary schedule, cannot be used for category qualification.
- D. The following categories are established:
 - 1. Elementary teaching personnel will be considered for retention in the following categories: Primary, Intermediate, Elementary Music,

and Elementary Physical Education.

2. Secondary teaching personnel will be considered for retention in the following categories:

American Sign Language
Art
Automotive Service Technology
Biology (which includes Botany, Life Science)
Business Education
Chemistry
Technology Education
Drama
English/Language Arts
English as a Second Language
Family and Consumer Science
Foreign Language (by language)
General Science
Health
Health Occupations
Industrial Arts
Math Advanced (higher than Algebra 2)
Math – (Algebra 2 or lower)
Marketing Education
Middle Level (grades 6-8):
 English/Language Arts
 Math
 Science
 Social Studies
Music (Instrumental) Music (Vocal)
Physical Education
Physics
Reading
Social Studies (which includes Economics, Geography, History, Political Science)
STEM-CTE

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

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

3. Supportive staff personnel will be considered in the following categories: General Counselor, Vocational Counselor, Specialist (by area of specialty), Secondary Library Media Specialist and Elementary Library Media Specialist.

4. Special Education personnel will be considered for retention in the following Categories: Preschool Special Education Teacher, Elementary Special Education Teacher, Secondary Special Education Teacher, Teacher of the Blind, Teacher of the Deaf, Educational Caseworker, Speech Language Pathologist, Audiologist, Occupational Therapist, Physical Therapist, and Psychologist.
- E. All employees who are not retained in accordance with these procedures shall be nonrenewed and placed in an employment leave pool for possible reemployment during the next three (3) school years. Employment pool persons will be reemployed as provided below.
- F. It shall be the responsibility of each person placed in the employment leave pool to notify the Executive Director of Human Resources in writing between January 1 and January 31 if said person wishes to remain in the employment leave pool up to October 1 of the subsequent school years. If such notification is not received, or if a person is not reemployed by October 1, within three (3) years following nonrenewal, the name of any said person shall be dropped from the employment leave pool.
- G. When a vacancy exists within the category or categories held by the employee, the District shall offer the position to the person in the employment leave pool with the most seniority within category. Any verbal offer must be followed up with a written offer. Such persons will have ten (10) calendar days from the receipt of the written offer of employment for which the former employee is qualified. Refusing the second offer shall result in the individual's name being placed on the bottom of the rehire list.
- H. The District will utilize employment leave persons as substitutes on a first priority basis, provided that each member of the pool seeking such employment registers with the District substitute office.
- I. Insurance eligibility and benefits may be continued at the employee's option and at the employee's own expense where permitted by insurance company agreements and consistent with provisions of COBRA.
- J. Each employee shall have the right to appoint power of attorney to respond to District employment offers.

30.4 In the event of implementation of Article 30, it is recognized that the certificated employees of the District holding administrative positions, and not included in the bargaining unit covered by this Agreement, may be retained or included within the reduction-in-force pool pursuant to this Article if their position has been eliminated and such administrator has proper certification/endorsement and qualifies for one or more categories for which they are being considered.

30.5 In the event that an employee grieves an alleged misapplication of these employee retention provisions, the District shall not be precluded from proceeding with nonrenewal,

discharge, or other adverse effect in contract status during the pending of such grievance.

ARTICLE 31 EMPLOYEE INITATED TRANSFER/REASSIGNMENT

- 31.1 The District shall, in making assignments, consider the qualifications, interests and aspirations of its teachers, as well as the needs and best interests of the District.
- 31.2 A vacancy shall be defined for purposes of this Agreement as a position vacated and available through resignation, termination, retirement or created by opening of a new school building, except in the case of block transfers. In the interests of the efficient and timely filling of vacancies, employees are encouraged to notify the District of their intent to resign or retire as soon as possible.
- 31.3 Vacancies will be posted on-line for five (5) school days according to the following schedule:
- A. The second Friday in April
 - B. The first Friday in May
 - C. The third Friday in May
 - D. The second Friday in June
 - E. The first Monday in August
- A list of vacancies and a link to the districts applicant tracking system will be emailed to employees.
- 31.4 Employees wishing to apply for any of the posted vacancies will submit their application to Human Resources by 9:00 p.m. on the day the posting closes.
- 31.4.1 Within seven (7) calendar days of closing of the posting, Human Resources or the Principal or Supervisor will arrange for an interview between the Principal/Supervisor and the applicant with the appropriate endorsement and certification.
- 31.4.2 Within twenty (20) calendar days after the interview, the applicant will be notified of the result of the application and interview. Candidates not selected will receive upon request, a conference with the Principal/Supervisor for the purpose of explaining the reasons why they were not selected.
- 31.5 When an employee resigns after the June posting but prior to the August posting, the District may fill the vacancy, provided that employees interested in specific positions will notify Human Resources of their interest, in writing, including building and grade level by the last day of June and shall include a summer email address and telephone number.
- 31.5.1 Should a vacancy occur, the employees who have expressed an interest in said position or a similar position shall be contacted by Human Resources and notified of the vacancy.
- 31.5.2 The employees so notified shall have the responsibility of contacting Human Resources indicating their interest in said position within three (3) days of receiving such notification.

- 31.6 The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the District without undue disruption to the existing instructional program. If the Superintendent's office in its reasonable judgment, so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current school year, at which time the position will be considered vacant.
- 31.7 The District declares its support of filling vacancies from within its own certificated staff.
- 31.8 The District reserves the right to interview candidates from outside the District for vacancies within the District, provided candidates within the District have already been considered and interviewed.

ARTICLE 32 DISTRICT INITIATED TRANSFER

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

endorsements. It is understood a transfer will be denied if an employee has received or will receive an unsatisfactory on the evaluation in the year the transfer would be considered or if the employee were disciplined for a serious matter.

The employee with the most years of experience in the District whose transfer will resolve the school's excess staffing will have the first right of refusal for the transfer.

- C. In the event that no certificated employee volunteers or that the volunteer lacks qualifications for the position as defined in 37.8.B, or the volunteer would not resolve the school's excess staffing, the administrator responsible will select the individual with the fewest years of experience in the District to be transferred, except where 37.6 and 37.7 apply. This employee shall be displaced unless their displacement would not resolve the school's excess staffing or the employee lacks qualifications for the transfer as defined in 37.8.B, in which case the administrator will move up the seniority list examining endorsements and determining what reassignments within the school may be necessary in order to find the individual with the least district seniority whose displacement will resolve the school's excess staffing.

- 32.9 An employee who is involuntarily transferred out of a school will be given first right to return for one (1) year to the school from which the employee was transferred, if the FTE is not greater than the FTE held by the employee. This right to return precedes the process described in 37.12.
- 32.10 Administrators shall provide appropriate support and training for employees who are involuntarily transferred in order to ensure their success in their new position.
- 32.11 Employees who are being transferred under this Article from one school to another will be provided with one day of per diem pay to move out of the school and one day of pay to set up their classroom at the school in which they are being transferred. An employee required to move from one classroom to another within the building will be provided with one day to move out of the existing classroom and one day to set up the new classroom. An additional day or days may be granted by the District after evaluating the employee's request for extenuating circumstances. The District shall provide boxes and movers.
- 32.12 The District shall identify all displaced employees (employees who have been identified for involuntary transfer) no later than the last work day of the second full week in May. However, if enrollment changes necessitate a later displacement prior to October 1, notification will be made at least five work days prior to the transfer. Vacancies shall be filled by these employees prior to other applicants, except for vacancies for which there is not a qualified displaced employee.

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

- A. Employees whose program (Dual Language, Pace, Special Ed., etc.) in its entirety is moving to another site shall move to that site with the program.

- B. Specialist staff consisting of PE, Music, Librarians, Special Education, Counselors, and Reading Specialists shall be reassigned to vacancies within their specialties. No later than the beginning of the fourth full week in May, the District shall provide a list of vacancies in each specialty area to the most senior displaced employee in each specialty area, who shall select a position from the list.

The list shall then be provided to the next most senior displaced employee to select from the remaining vacancies in the same manner, and so on until all displaced specialist staff have had an opportunity to select, provided there are sufficient vacancies. Employees shall each have 3 days to select from the offered list, unless there is only one position listed, which shall be assigned to the employee.

- C. Staff other than those described in 37.12. A and B shall be reassigned as follows: No later than the beginning of the fourth full week in May, the District shall provide a list of known vacancies to the most senior displaced employee (other than those in A or B above), who shall select from among the vacancies, provided they are qualified on the basis of their teaching experience, certification, endorsements and No Child Left Behind highly qualified requirements. The list shall then be provided to the next most senior displaced employee to select from among the remaining vacancies, and so on until all displaced employees have had an opportunity to select, provided there are sufficient vacancies. Employees shall have 3 days to select from the offered list, unless there is only one position listed for which they are qualified, which shall be assigned to the employee.
- D. All employees shall be assigned and moved no later than August 15 for the coming school year, unless there is not a position for which they are qualified, or unless the vacancy to which they are transferring arose after August 1, in which case the move shall be made as expeditiously as possible
- E. The District shall ensure that a projector and a document camera are available in the employee's new classroom. The employee may request an interactive whiteboard for the new classroom. Approval is subject to availability of existing interactive whiteboards or availability of Technology funding for this specific purpose.

32.13 If there are ties in District seniority, seniority order amongst those with such a tie shall be determined by the order of Washington State certificated years of experience in school districts, OSPI, and Educational Service Districts. If there are ties remaining, the earliest date of the District's letter offering certificated employment shall determine seniority order.

32.14 In the event it is necessary to offer displaced employee's partial FTE assignments in more than one school, the District may combine schools based on scheduling and proximity needs in order to create a complete assignment.

ARTICLE 33 REASSIGNMENT WITHIN A SCHOOL

- 33.1 Reassignments within a school will require that a teacher's training, education, experience, or certification requirements will be the primary consideration when it is necessary to make a reassignment from one grade level or discipline area to another.
- 33.2 Teachers will not be reassigned within a school arbitrarily. Teachers will not be reassigned into positions that are significantly different than their current assignment unless there are extenuating circumstances. Such extenuating circumstances shall always be explained in conversations with the teacher before reassignments are finalized.
- 33.3 When reassignments within a school are necessary, volunteers shall be sought prior to selection of a staff member for reassignment.
- 33.4 If there are two or more employees who could be reassigned and the primary considerations are substantially equal (about the same), an employee's years of service in the District will be the determining factor in maintaining the employee's assignment.
- 33.5 An employee reassigned and required to move from one classroom to another within a building will be provided with one day to move out of the existing classroom and one day to set up the new classroom.
- 33.6 Except in unusual circumstances of student need reviewed by the counselors and building administrators, the District shall schedule students for "zero period" or "seventh period" classes only for classes which are in addition to a student's periods 1 through 6 schedule. Secondary schools will seek qualified volunteers within the existing staff assigned to the school before assigning a "zero period" or "seventh period" before or after the regular student day. If there is a need, but no volunteers, the least senior qualified teacher without an additional prep will be selected. If there is more than one qualified teacher, a teacher will not be involuntarily assigned the zero or seventh period two years in a row. Teachers with such assignments may choose to block their before- and after-school non-instructional work time. Teachers and principals shall work together to make additional accommodations regarding the impact these additional periods may have on before- and after-school meetings, before- and after-school student supervision and other non- instructional duties.

ARTICLE 34 ILLNESS, INJURY, EMERGENCY LEAVE, AND FAMILY MEDICAL LEAVE

- 34.1 The following provisions for illness, injury and emergency leave shall be in accordance with statutory and regulatory provisions.
- 34.2 Illness, injury, and emergency leave:
- 34.2.1 At the beginning of each work year, each employee will be credited with twelve (12) days of illness, injury or emergency leave, based upon their FTE, which will accumulate from year to year up to 180 days and such accumulated leave may be taken at any time during the school year, but for the purposes of payment for unused illness, injury and emergency leave shall not exceed twelve (12) days per year.
- 34.2.2 The District shall credit to the employee all unused illness, injury and emergency leave earned during the employee's service with other Washington State school districts, the

Washington State Superintendent of Public Instruction, or any Washington Educational Service Districts.

- 34.2.3 The District may require an employee using illness or injury leave to provide the District with either, at the employee's option, a physician's certificate or with a notarized statement executed by the employee, attesting that such leave was taken for the employee's personal illness or injury. Failure upon demand to provide the District with said certificate or statement may result in a salary deduction.
- 34.2.4 Accumulated days of the illness, injury and emergency leave may be used as emergency leave, provided that such emergency leave is used for one or more of the following purposes:
- A. Any medical, mental health or disabling condition of persons in the employee's immediate family or household; which requires treatment or medication that the person cannot self-administer or which would endanger the person's safety or recovery without the presence of the employee;
 - B. Court appearance or hearing in which the employee is an individually named party;
 - C. Additional bereavement leave; or
 - D. Disaster created by forces of nature having serious effects upon the employee's property, health, or human safety.
- 34.2.5 The situation requiring use of emergency leave must be serious, essentially unavoidable, where preplanning is not possible, of major importance, and not for the mere convenience of the employee.
- 34.2.6 Illness, injury and emergency leave days shall be allotted on a pro rata basis for employees entering service during the school year.
- 34.2.7 Unauthorized use of illness, injury or emergency leave by an employee shall constitute probable cause for disciplinary action.
- 34.2.8 All employees shall receive compensation for eligible accumulated illness, injury and Emergency leave as an employee attendance incentive program, as outlined in Addendum F.
- 34.3 The District shall provide family and medical leave (FMLA) in accordance with the state and federal law. A summary of the law is included in Addendum J. Paid leave shall be included in the calculation of FMLA eligibility.
- 34.3.1 The family and medical leave is in addition to any leave for sickness or temporary disability because of pregnancy or childbirth.
- 34.3.2 Upon returning from family and medical leave, the employee is entitled to be returned to the same position they previously held or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.
- 34.3.3 Any employee who works principally in an instructional capacity and who would be on

leave for greater than 20 percent of the total number of working days in the period during which the leave would extend, may be required to take leave for periods of particular duration or to transfer temporarily to an alternative equivalent position that better accommodates the leave.

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

ARTICLE 35 WA STATE PAID FAMILY AND MEDICAL LEAVE AND INSURANCE

- 35.1 Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. Commencing September 1, 2019, the District shall pay the 0.1467% wage premium and the employee shall pay the 0.2533% of his/her individual wage premium to fund this leave. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during period of approved PFML leave.

ARTICLE 36 LEAVE OF ABSENCE

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

- 36.2.5 The employee on leave will retain their seniority but shall not accrue salary increments and benefits except as provided by 40.3 below.
- 36.2.6 Upon return from the leave, the employee shall be placed in a similar position at the teaching level occupied prior to leave, i.e., high school, middle school, intermediate grades or primary grades.
- 36.2.7 By March 15 of the year of the leave, the employee shall give written notice to the Executive Director of Human Resources of their plan to return to the District.
- 36.3 Full credit for teaching experience, including salary increments, shall be given for paid leaves of absence only.
- 36.4 Employees may request a leave of absence for the purposes of teaching at a recognized school outside the District, attending a recognized college or university, working in a professionally related field, or other valid experiences.
- 36.5 Insurance eligibility and benefits may be continued at the employee's option and at the employee's own expense where permitted by insurance company agreements and consistent with provisions of COBRA.

ARTICLE 37 PROFESSIONAL LEAVE

- 37.1 A member of the bargaining unit elected or appointed to a state or national affiliate office of the Association shall be granted leave according to the provisions of Article 36, provided that such leave will be renewed yearly for the duration of the time in office to a maximum of four (4) years.
- 37.1.1 The employees shall not accrue additional seniority, salary increments, or other related benefits during the leave.
- 37.1.2 Upon return to the District, such employee shall be placed in a similar position at the teaching level occupied prior to leave, i.e., high school, middle school, intermediate grades or primary grades, provided that the District is notified by the employee in writing by May 15 for state affiliate office or July 15 for national affiliate office, the year of anticipated return. Members of the Association presently holding such affiliate offices shall be granted leave.
- 37.2 Any employee elected to a local professional association or union office shall be granted a leave with pay for one (1) year, provided all costs to the District are reimbursed by the organization which they represent. During such leave, the employee shall accrue seniority, salary increment, retirement credit as allowed by the Teachers' Retirement System (TRS), and other related benefits. Upon request, such leave shall be extended annually. The employee may return to the same position at the same worksite immediately following two years on leave, unless the position has been eliminated due to layoff, displacement or a necessary reassignment due to a change in class offerings. Upon return to the District, after three or more years on leave, such employee shall be placed at the same position held prior to the leave or, if that position is not available, select an open position of like nature and status. In the event the employee does not notify the District in writing by June 1 that they shall return, such employee shall be placed in a similar position at the teaching level occupied prior to leave, i.e., high school, middle school, intermediate grades, or primary grades.

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

ARTICLE 38 CHILDBIRTH/CHILD CARE LEAVE

38.1 PARENTAL/GUARDIAN LEAVE FOR THE CARE OF A CHILD

Five (5) days of paid leave shall be granted annually to each employee on the occasion of the birth, adoption, or foster placement beyond one month of a child or children in the employee's home. In addition, an employee shall be granted leave for childbirth, adoption, or foster placement under the provisions of Article 38 (Childbirth/Child Care Leave).

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

The certificated employee shall be re-employed at the end of the leave of absence or at the beginning of the following contracted year, as mutually agreed upon by the Human Resources Office and the certificated employee and under the provisions of Article 38 (Childbirth/Child Care Leave).

- 38.2 Employees shall be granted leave without or with pay for purposes of childbirth and/or childcare and/or adoption or permanent custody according to the following provisions:
- 38.3 An employee requesting leave for the birth, adoption or permanent custody of their child shall give written notice to the Executive Director of Human Resources no later than sixty (60) days prior to the expected date of birth, adoption or permanent custody. In extenuating circumstances notice will be waived. The written request for such leave shall include: 1) the anticipated date of birth, adoption or permanent custody, 2) the estimated date illness and injury leave is to begin, and 3) the estimated date other requested leave is to begin.
- 38.3.1 A female employee may continue to work until, in the judgment of the immediate supervisor and the personal physician, her work or health are in any way impaired by her condition.
- 38.3.2 Illness and injury leave shall be granted to no more than accumulated leave allowance and may be used on contracted calendar year days. Following birth, adoption, or permanent

custody of a child, illness and injury leave may be consecutively utilized up to the employee's accumulated number of leave days. In the case of summer birth, (June, July, August) an employee who has accumulated illness and injury leave may use accumulated paid leave beginning at the start of the school year.

- 38.3.3 Consistent with the Family and Medical Leave Act (FMLA) of 1993, the District will grant eligible employees up to 12 work weeks total of unpaid FMLA leave during the 12 month period from July 1 through June 30 for birth, adoption or permanent custody of a child or other reasons specified under FMLA Leave (Board Policy 5402 and Article 34.3 of this agreement). Employees requesting FMLA leave shall complete the required form, available through the Human Resources Department, stipulating anticipated starting and ending dates of the leave. FMLA leave for eligible employees shall be granted in addition to the paid accumulated sick leave outlined in 38.3.2 above.
- 38.3.4 Unpaid Child Care leave may commence following illness and injury leave and/or leave taken under the provisions of FMLA (Board Policy 5402) for employees employed with the District three years or more. Unpaid childcare leave shall be extended at the employee's request until the beginning of the school year following the birth, adoption, or permanent custody of a child. Unpaid Child Care leave may be extended for one year following the beginning of the next school year after the birth of the child.
- 38.3.5 By March 15 of the year of the leave, the employee shall give written notice of their plan to return to duty to the Executive Director of Human Resources. In the case of a spring or summer birth, the employee shall give such notice as soon as possible.
- 38.4 An employee granted any of the above leaves who desires to return to duty during the period of leave may return if the employee, the employee's immediate supervisor, and the Executive Director of Human Resources mutually agree.
- 38.5 Upon return to duty from any of the above leaves, the employee shall be placed in a similar position at the teaching level occupied prior to the leave, i.e., high school, middle school, intermediate grades, or primary grades.
- 38.6 During any of the above leaves, the employee shall accrue seniority, salary experience increment, or other credits only to the extent such are affected by illness and injury and emergency leave.
- 38.7 Once illness and injury leave has been exhausted and/or any Family and Medical leave entitlement is exhausted, district paid benefits shall cease. Insurance eligibility and benefits may be continued at the employee's option and at the employee's own expense where permitted by insurance company agreements and consistent with provisions of COBRA.

ARTICLE 39 CITIZEN RESPONSIBILITY LEAVE

- 39.1 The District shall grant leave with pay for jury duty. The employee shall notify Human Resources when notification to serve is received. Any compensation received for this duty shall be retained by the employee to cover allowable expenses.
- 39.2 The District shall grant leave with pay to employees who are subpoenaed to appear in a court of law when the employee is not the plaintiff or the defendant in said lawsuit. Any

compensation received for this duty shall be retained by the employee to cover allowable expenses.

39.3 The District shall grant leave without pay to any employee who has been elected to a local, state, or national government office. Upon return to the District, the employee shall be placed in a similar position at the teaching level occupied prior to leave, i.e., high school, middle school, intermediate grades, or primary grades, provided the employee notifies the Executive Director of Human Resources in writing by April 15 of the year of the leave that they shall return. In the event such notice is not given or that the employee's position has been eliminated, they shall be returned to a position of like nature and status. The employee shall retain all seniority but shall not accrue benefits and salary increments.

39.4 The District retains the right to extend such leave beyond one year.

ARTICLE 40 FEDERAL SERVICE LEAVE

40.1 Leaves without pay shall be granted to employees for federal military service when the employee is ordered to active duty. For an extended involuntary military assignment, the District agrees to allow the employee to use accumulated emergency leave.

40.2 Leave without pay for one (1) year may be granted to employees for other federal service such as VISTA and the Peace Corps, provided that such service will commence between school years.

40.3 Upon return to the District the employee shall be placed in a similar position at the teaching level occupied prior to the leave, i.e., high school, middle school, intermediate grades, or primary grades, provided the employee notifies the District in writing by April 15 of the year of the leave that they shall return. In the event such notice is not given, they shall be returned to a position of like nature and status. The employee shall retain seniority and may accrue experience credit as recognized by state law and Article 47 of this Agreement.

ARTICLE 41 PERSONAL LEAVE

See Article 13.7

41.1 The District shall grant each employee two (2) days of paid leave for personal reasons. The employee shall not be required to state reasons for the leave other than it is "personal."

41.2 No more than thirty (30) employees may use a personal leave day on a day adjacent to a holiday or vacation break. Only the first thirty (30) such requests on any given day shall be granted. Employees who are not provided with substitutes in their absence shall not be counted in this limit.

41.3 Personal leave shall be cumulative to a maximum of eight (8) days. Consecutive personal and/or other employee-choice release days (overload, IEP, and/or department head days) shall be limited to eight at any one time.

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

ARTICLE 42 RELIGIOUS OBSERVANCE DAYS

- 42.1 Employees whose religious affiliation requires observance of mandatory holy days during the work year and during work hours shall be granted one day of leave for this purpose. In addition, an employee may also use personal leave for religious observance as outlined in Article 41.

ARTICLE 43 BEREAVEMENT LEAVE

- 43.1 The District shall grant bereavement leave with pay to an employee according to the following provisions:
- 43.1.1 Five (5) days for the death of the employee's mother, father, spouse, child, brother, sister, or other person living in the immediate household.
- 43.1.2 Three (3) days for the death of the employee's father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, or grandchild.
- 43.1.3 One (1) day annually to attend any other funeral.
- 43.1.4 The aforementioned days are for each death listed above (per occurrence), and are not accumulative from year to year.
- 43.1.5 With the approval of the Executive Director of Human Resources, the days may be taken at a time other than shortly after the death.
- 43.2 The District shall permit employees to use any portion of their illness, injury, emergency, or personal leave days necessary for additional bereavement.

ARTICLE 44 TEMPORARY DISABILITY LEAVE

- 44.1 The District shall grant to an employee who, for medical reasons (physical or mental), cannot perform their duties a temporary disability leave under the following provisions:
- 44.1.1 Temporary disability leave may be taken before or after the benefits under illness and injury leave have been totally expended.
- 44.1.2 Unless the employee first resigns or returns to duty, this leave shall extend for the duration of the temporary disability or for the remainder of the school year, whichever period is greater. Temporary disability leave may be extended for an additional school year upon application by the employee by April 15 and District approval.

- 44.2 The District shall place the returning employee in a similar position in the teaching level occupied prior to leave, i.e., high school, middle school, intermediate grades, or primary grades.
- 44.3 Insurance eligibility and benefits may be continued at the employee's option and at the employee's own expense where permitted by insurance company agreements and consistent with provision of COBRA.

ARTICLE 45 INSTRUCTIONAL AND PROFESSIONAL IMPROVEMENT

An amount of money equal to \$ 2 6 0 times (x) the total certificated employee FTE as of October 1 each year shall be budgeted as delineated below. Beginning with the 2020-21 school year, the base amount per FTE (\$260) shall be increased by the state's inflationary adjustment index as reflected in the state apportionment act.

- 45.1 PROFESSIONAL IMPROVEMENT FUNDS: Nine percent (9%) shall be allocated annually to a professional improvement fund for access by the District's Human Resources Department to assist certificated staff in need of professional improvement. These funds shall be jointly administered by the Executive Director of Human Resources and the NSEA President.
- 45.2 BUILDING INSERVICE FUND: Ninety-one percent (91%) shall be allocated annually for Building Inservice as defined in 48.2.1.
- 45.2.1 Each building inservice fund account shall be carried over into the next school year. In the event of a building closure, unused funds shall be distributed among the other buildings, pro-rated based on FTE certificated staff.

ARTICLE 46 GRIEVANCE PROCEDURES

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

grievance. The immediate supervisor shall answer the claim in writing within ten (10) school days of such meeting and shall furnish a copy thereof to the grievant, the Superintendent, the Association and the Grievance Representative(s). Such answer shall include the reasons upon which the decision is based.

- 46.1.2 Step 2 – If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) school days of such meeting, the grievance shall be transmitted by the grievant to the Superintendent or their designee within ten (10) school days. The Superintendent or their designee shall schedule a meeting with the grievant within five (5) school days of receipt of the grievance, and such meeting shall be held within ten (10) school days of receipt of the grievance. The Superintendent or designee shall indicate the disposition of the grievance in writing within ten (10) school days of such meeting, and shall furnish a copy thereof to the grievant, the Superintendent, the Association and the Grievance Representative(s). During this meeting, the grievant may be represented by an Association grievance representative at the grievant's sole option. Legal advisors and witnesses for both parties may be present.
- 46.1.3 Step 3 – If not satisfied with the disposition of the grievance at Step 2, the grievant shall, with the consent of the Association, within twenty (20) school days so advise the Superintendent or their designee of the intent to submit the dispute to arbitration. Once notice to the superintendent or designee is provided, the parties shall meet to mutually identify the arbitration agency which will handle the matter; provided, however, if the parties are unable to agree upon an arbitration agency to submit the dispute, the matter will be forwarded to the American Arbitration Association (AAA), or other mutually agreed upon agencies, such as the Federal Mediation and Conciliation Service (FMCS), for processing.
- A. Arbitration shall be conducted by an arbitrator selected by the District and Association from a list of persons submitted to them by the arbitration agency agreed upon in accordance with that agency's selection rules.
 - B. During arbitration under this Agreement, the agreed upon arbitration agency's rules shall apply; additional rules may be adopted by the arbitrator. By mutual consent, expedited rules shall apply.
 - C. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. They shall decide all arbitrability issues. Upon request of either party, the merits of the grievance and the arbitrability issues arising in connection with the grievance shall be consolidated for hearing before the arbitrator; provided, however, that the arbitrator shall consider any questions of arbitrability of the grievance prior to hearing the merits of the grievance.
 - D. During arbitration, neither party may present any documentary evidence to the arbitrator not previously disclosed to the other party.
 - E. The arbitrator shall determine the decision or award, which shall be published in writing not later than thirty (30) calendar days from the date of the hearing or, if oral hearings have been waived by both parties, then from the date the final statement and proof are submitted to the arbitrator. The decision or award shall

set forth the arbitrator's findings of fact, reasoning, and conclusions on the issues submitted and shall be final and binding on both parties.

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

ARTICLE 47 SALARIES AND COMPLIANCE

- 47.1 **Base and PLR Salary Schedules**
- 47.1.1 Each employee shall be paid a base and PLR salary in accordance with the schedules in Addendum C. Salaries are pro-rated for part-time employees by FTE, except for the five supplemental workdays identified in Section 13.1. Part-time employees shall be issued a supplemental contract, at the employee's per diem rate, for the additional work time involved in working full days on the five supplemental workdays.

- 47.1.2 The base salary schedule compensates employees for the time and responsibilities of being a non-supervisory certificated employee.
- 47.1.3 Educators are salaried professionals who work many days and hours outside the scheduled days and hours on a District campus identified in Sections 13.1 and 14.1. This additional time is used to perform work such as, but not limited to, preparing classrooms and lessons; assessing student work and communicating with families about student progress; maintaining educational records; and communicating with colleagues about shared work. The amount of time required to complete these responsibilities and the schedule for such time varies from educator to educator within the educator's reasonable professional discretion.
- 47.1.4 The Professional Learning and Responsibilities (PLR) salary compensates employees for additional time, responsibilities and incentives that complete the basic education program and make it adequate, meaningful, substantial and rewarding by including:
- A. Participation in self-selected professional learning. The term "professional learning" is defined by RCW 28A.415.430 to be a comprehensive, sustained, job-embedded, and collaborative approach to improving teachers' and principals' effectiveness in raising student achievement. Professional learning fosters collective responsibility for improved student performance and must comprise learning that is aligned with student learning needs, educator development needs, and school district , or state improvement goals. Professional learning shall have as its primary focus the improvement of teachers' and school leaders' effectiveness in assisting all students to meet the state learning standards.
 - B. Two additional work days of professional learning referenced and identified in Section 13.1.
 - C. A responsibility to augment the basic education program by remaining technologically current. The PLR stipend will include an amount equal to 4.2% of the employee's annual base salary dependent upon continued successful passage and receipt of funds from a technology levy. The District shall offer professional development for staff in areas aligned to the current tech levy, including areas such as student information systems, progress monitoring, system-wide tools and services, implementation of BYOD, etc. Technology proficiency (including participation in such professional development) is compensated by this stipend.
- 47.1.5 Pay for the base and PLR salaries described in this section shall be made in twelve (12) regular monthly installments. The performance of services rendered shall be verified on District prescribed forms.
- 47.2 **Salary Schedule Increases**
- 47.2.1 For the 2019-20 school year, the base and PLR salary schedules in Addendum C reflect an increase of 2%.
- 47.2.2 For the 2020-21 school year, the base and PLR salary schedules in Addendum C shall be increased by a percentage equal to the state's inflationary adjustment index identified in RCW 28A.400.205 (currently the implicit price deflator).

47.2.3 For the 2021-22 school year, the base and PLR salary schedules in Addendum C shall be increased by a percentage equal to the state's inflationary adjustment index identified in RCW 28A.400.205 (currently the implicit price deflator) plus 1%.

47.2.4 The rates and stipends in Addendums C-2 through C-9 (also known as Schedules 23EL, 23JH, 23SH, 23SA, 23NN, and Schedule 24) shall be increased by the same percentage increases as the base schedule for that year.

47.3 **Salary Schedule Placement**

47.3.1 Except as modified below, employees shall be placed on the base and PLR salary schedules in Addendum C in accordance with the rules for education and experience applicable to the state's Salary Allocation Model in the 2017-18 school year as reflected in Chapter 392-121 WAC and OSPI's rules applicable to the submission of the S-275 report. Experience and education recognized by the District for salary schedule placement prior to the 2018-19 school year shall continue to be recognized for the duration of the current agreement.

47.3.2 Each employee shall be personally responsible for submitting to the District by October 1 of each year any information (official transcripts, verification of previous employment) which might affect said employee's placement on the salary schedule. The District shall be under no obligation to adjust salary schedule placement during the current year for any employee who submits information to the District after the above-mentioned October 1 deadline.

47.3.3 Employees formerly placed in the BA+135 column of the 2017-18 salary schedule shall be placed in the MA+45 column of the salary schedules until such employee completes a Masters degree.

47.3.4 ESA employees shall be granted service credit on the certificated salary schedules for prior related non-school experience per the 2017-18 state rules in Chapter 392-121 WAC except that such years of service shall not be limited to two (2). ESA employees who received salary schedule credit for non-school experience prior to the 2017-18 school year shall continue to receive such credit.

47.3.5 Employees with previous classroom paraeducator experience of at least three (3) school years will be granted credit for salary schedule placement of one (1) year for each three (3) years of full-time classroom paraeducator experience. The maximum credit for salary schedule experience under this standard will be five (5) years. Changes in salary schedule placement due to this credit shall be retroactive to the beginning of the employee's current work year only.

47.4 **Professional Credits and Experience Committee**

47.4.1 A Professional Credits and Experience Committee shall be established to hear appeals from employees regarding denials by the District of educational credits or years of experience for salary schedule advancement. The Committee shall consist of three (3) members appointed by the Superintendent and three (3) members appointed by the Association. The Superintendent shall appoint the chairperson.

- 47.4.2 Documentation for any experience, credits and degrees must be submitted within the timelines otherwise established within this agreement for placement on the salary schedule(s). An employee may initiate an appeal to the Professional Credits and Experience Committee by providing a written request to the District's Human Resources department. Upon receipt of the appeal, the Committee chair shall schedule an opportunity for the employee to meet with the committee to explain the request for experience or education credit. Decisions of the committee regarding placement shall be retroactive to the beginning of the employee's current work year. Decisions of the Professional Credits Committee are final and cannot be grieved under the grievance procedure of this collective bargaining agreement.
- 47.4.3 The committee shall review and/or investigate facts presented by the employee and grant (a) years of experience which are substantially similar in licensing, professional rigor and job expectations as other years of experience accepted by the District under this agreement for placement on the salary schedule; and (b) credits and degrees which are of substantially similar academic and professional rigor as other credits and degrees already accepted by the District under this agreement for placement on the salary schedule.
- 47.4.4 The Committee will provide an annual report to the Superintendent and AALT of the appeals granted and denied.
- 47.5 **Compliance**
- 47.5.1 The parties acknowledge the necessity to comply with state law with regarding to employee compensation. Should any compensation provision be found contrary to law, the parties shall commence bargaining pursuant to Section 4.3 of this Agreement

ARTICLE 48 SUMMER SCHOOL PROVISIONS

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

ARTICLE 49 INSURANCE

- 49.1 The District agrees to make available to eligible educational employees employed on a half-time or more basis the following insurance program and provide an insurance benefit amount of the state school employee insurance benefit amount per month per eligible educational employee (except for job share employees whose amount will be one-half. The "state school employee insurance benefit amount" is the amount identified in the most recent state appropriations act. Such amount shall be updated each January 1 for a twelve-month period beginning January 1 and ending December 31. Additionally, the District shall fund the amount required by the Health Care Authority for the school employee retiree subsidy fund. All eligible employees are required to participate in the dental, vision/hearing, life, and long term disability insurance plans. Medical plan participation is optional. Insurance coverage for eligible employees is provided within

the terms of District Insurance contracts. The District shall publish annually to employees the monthly rate funded by the District for insurance programs.

- 49.2 DENTAL INSURANCE – The District shall pay for eligible employees the full premium necessary to fund a district administered dental insurance plan covering the employee, spouse, and dependents. The general provisions of the plan coverage, including exclusions, limitations, and procedures will be included in a District publication developed by the Health Benefits Committee which will be available on the District website. Copies will be available upon request. The District shall make contributions towards dental insurance premiums for eligible employees for the following programs:

- A. MetLife
- B. Willamette Dental Plan

- 49.3 VISION/HEARING INSURANCE – The District shall pay for eligible employees, the full premium to fund a District administered vision/hearing insurance plan covering the employee, spouse, and dependents. The general provisions of this plan will be included in a District publication developed by the Health Benefits Committee which will be available on the District website. Copies will be available on request.

- 49.4 LIFE INSURANCE – The District shall pay for eligible employees, the full premium for the employee's term life insurance including an accidental death and dismemberment in the amount equal to the employee's contracted annual salary.

Employees shall have the option to double or triple the amount of life insurance coverage by the employees' annual salary, provided each employee taking this option authorizes a payroll deduction to pay the additional premium. If this option is not elected within the first thirty (30) days of employment, a health statement and enrollment form must be completed and accepted by the insurance company.

- 49.5 LONG TERM DISABILITY – The District agrees to pay for eligible employees, the full premium for employee's long-term disability coverage.

- 49.6 SALARY INSURANCE – The District agrees to make available at employee expense the American Fidelity Assurance Company salary insurance program.

- 49.7 CANCER INSURANCE – The District agrees to make available at the employee's expense, the American Fidelity Assurance Company Cancer Insurance Program.

- 49.8 MEDICAL INSURANCE – After paying the premiums for dental insurance, vision/hearing insurance, long-term disability, and life insurance as provided above, the District will make contributions toward medical insurance premiums for eligible employees for the following programs:

- A. Northshore Regence Blue Shield - Choice Plan
- B. Northshore Regence Blue Shield – Standard Plan
- C. Northshore Regence Blue Shield – Value Plan
- D. Northshore Regence Blue Shield – High Deductible Plan
- E. Kaiser Permanente

- 49.8.1 Each eligible employee may utilize the remaining balance of the insurance benefit amount (after payment of dental, vision/hearing, life, and long term disability insurance premiums) by enrolling in one of the medical insurance programs.

- 49.8.2 POOLING – Medical insurance premiums shall be based upon a single rate structure with proportional pooling and cost-limiting procedures being applied to all eligible District employees as follows:
- A. The District will calculate the premium for each eligible employee from a single- rate premium schedule provided by the insurance carriers based on the family category selected by the employee.
 - B. In the event the eligible employee's total insurance cost, including the selected medical coverage exceeds the insurance benefit amount per month, a monthly payroll deduction shall be made in the amount of the excess.
 - C. For employees who have a total insurance cost of less than the insurance benefit amount per month, the balance shall go into a District-wide pool of funds to be disbursed to reduce payroll deductions for those employees whose costs exceeds the insurance benefit per month. Additionally, for these employees the state mandated “out-of-pocket” monthly deductions will also be deposited into this pool.
 - D. The pool amount will be used to reduce payroll deductions for medical insurance. Each employee's deduction shall be reduced by the same percentage. The percentage will be determined by comparing the pool dollars available to the total premiums in excess of the insurance benefit amount.
- The estimated employee deduction and pool share shall be adjusted annually to distribute the pool equitably.
- E. Two educational employees sharing one full-time position may each participate in the mandatory insurance plan and each utilize the remaining balance of one- half of the full insurance benefit amount (after payment of mandatory insurance plans - dental, vision, life, and long term disability insurance premiums) by enrolling themselves and dependents in one of the medical insurance programs.
- 49.9 OTHER INSURANCE PROGRAMS – The District shall participate in other insurance programs as required by law; e.g., Workers’ Compensation and Unemployment Compensation.
- 49.10 CREDIT UNION DEDUCTIONS – At the option of an employee, the District shall deduct from their monthly salary warrant, and deposit directly with the Inspirus Credit Union of Washington or Mountain Crest Credit Union an amount designated by the employee.
- 49.11 TERMINATING EMPLOYEE COVERAGE – If an employee terminates their employment prior to the end of the school year, insurance shall continue to the end of the following month in which termination occurred. If an employee terminates or goes on unpaid leave May 1 or after, eligibility shall be continued until September 30 and the District will prorate remaining contract payments through the August pay period.

- 49.12 DISTRICT HEALTH BENEFITS COMMITTEE – The District shall provide opportunities for employee groups to communicate on insurance matters with representation on the District Health Benefits Committee.
- 49.13 ANNUAL INSURANCE COVERAGE – The District shall make appropriate payment of all premiums for each eligible employee to assure coverage for the full twelve (12) month period commencing October 1 and ending September 30, although the premium and benefit amounts shall be readjusted each January 1 for a January 1 through December 31 annual period.
- 49.14 NEW EMPLOYEE INSURANCE PROGRAM – New employees to the District are eligible for insurance programs on the first day of the month following the date of employment if work is begun on or before the 15th and enrollment is accomplished prior to the 15th. Employees who begin work after the 15th of the month will be eligible for coverage for the second calendar month after their first day of work. Eligibility for medical insurance requires enrollment within thirty (30) days of employment.
- 49.15 TAX DEFERRED ANNUITIES – The Board of Directors for the District shall provide and pay for such tax deferred annuities pursuant to RCW 28A.400.250 as the Association shall request and the Board of Directors shall authorize. Payment for said annuities shall be at the option of the employee and deducted from the monthly salary as authorized by the individual employee.
- 49.16 ALTERNATE PRE-TAX DEDUCTION – SECTION 125 – Internal Revenue Service Code, Section 125 – In addition to the standard process, the District shall provide for processing payroll deductions for medical premiums as allowed within the Internal Revenue Service, Code 125 on a pre-tax basis when elected by individual employees. The District shall establish a Section 125 plan providing for pre-tax payroll deductions for payment of dependent care expenses and unreimbursed medical expenses as allowed under IRS Section 125 expenses. Deductions accrued in excess of expenses withdrawn are forfeited to the District at the end of the plan. The District shall pay related administrative costs and establish administrative procedures. District savings resulting from employee participation in Section 125 plans for health care reimbursements and dependent care expenses shall be passed directly back into the Health Benefits Program.
- 49.17 HEALTH AND SAVINGS ACCOUNT (HSA) – In accordance with the provisions of RCW 41.50.030 (2), 41.50.088 (2), 41.50.770, and 41.50.780, and as provided in Section 457 of the Internal Revenue Service Code, the Board of Directors has established through the State of Washington, a Deferred Compensation Plan (DCP). The DCP is a supplemental retirement plan that offers District employees control and flexibility over their individual investments while reducing taxable income. The plan provides an option to the employee to invest income from their monthly salary on a pre-tax basis in an amount authorized by the individual employee. The Department of Retirement Systems administers the plan.
- 49.18 Voluntary Employee Beneficiary Association (VEBA) - Any eligible NSEA employee retiring during the term of this Agreement shall have their sick leave buyout payment remitted directly to a Post-Retirement Medical Reserve Trust Program. Such a program will provide reimbursement of medical, dental, and vision expenses to eligible employees. For eligibility, the retiring employee must complete the appropriate enrollment form and sign the hold harmless provision. The hold harmless provision shall protect the District

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

49.19 REOPENER – This Article shall reopen annually.

ARTICLE 50 SUPPLEMENTAL CONTRACTS AND EXTENDED DAYS
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- 50.1 Pay for extended day assignments as listed in Article 14, Section 16, shall be based on the employee's per diem as defined in Section 3.1.
- 50.2 Pay for hourly work shall be as listed in Addendum C-5 and Addendum C-7.
- 50.3 For the performance of those duties on contracted work days not described in this Agreement, or in the employee's individual service contract, or in District policy and procedures, a supplemental contract shall be offered. Compensation shall be at the rate provided in Addendum C-2, Activity Schedules.
- 50.4 In addition to the employee's usual assignment, supplemental contracts for specialized service and/or extra-curricular activities may be offered with prior approval of the employee. Compensation for such assignments may include pay for curriculum presentations and preparation for such assignments.
- 50.5 Supplemental contract assignments for specialized service and/or extracurricular activities will normally be offered in writing, by the start of the school year. Employees will receive such supplemental pay in equal monthly payments.
- 50.5.1 All year activities/extracurricular assignments received in Human Resources by September 10 will be paid in equal monthly payments beginning with the October pay warrant. Assignments received after September 10 will be paid in equal monthly payments in accordance with the District's payroll processing calendar.
- 50.6 Certified extracurricular assignments and appropriate notice of nonrenewal of supplemental contract shall be:
 - A. Article 50.5 of the Collective Bargaining Agreement provides for normally offering extracurricular activities contract assignments by the start of the school year.
 - B. Certificated assignments by definition are any appearing on Addendum C-2 and compensated by a supplemental contract.
 - C. For supplemental building positions found on the Activity Schedules, Addendum C- 2, each building administrator shall survey the building staff to determine those employees who wish to apply for open building extracurricular assignments. School district administrative procedures will be to offer in writing these assignments by August 30 of each school year. In-building written notification may be a listing of all extracurricular activities with names of those people assigned. Notification shall be given

to each faculty member. Should additional extracurricular positions be created during the school year, said positions will be posted by giving each faculty member notification of the posted position. Priority consideration will be given to in-building staff prior to posting such positions district-wide.

- D. The following wording appears on all individual supplemental contracts for certificated employees: "This supplemental contract, issued under the authority of RCW 28A.405.240, is not subject to the continuing contract law and may be canceled for the ensuing year by appropriate notice from the school district to the employee."
- E. Stipends listed in Schedule 23 that are customarily tied to a position (e.g., Activities Director, Athletic Director, Drama, various Music) shall not be separated from the position.

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

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

ARTICLE 51 PAYDAY

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

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

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

ARTICLE 52 RELEASE FROM CONTRACT

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

ARTICLE 53 DURATION OF CONTRACT

53.1 This Agreement and related Addenda shall become effective September 1, 2019, and shall continue in effect until August 31, 2022.

53.2 This Agreement or any provision herein may be extended by mutual written agreement of the parties; otherwise it shall expire on the date indicated.

- 53.3 Specific provisions of this agreement may be reopened upon the request of the District or the Association prior to the beginning of any school year to respond to significant changes in federal, state or local revenue sources or the authority and parameters to expend such federal state of local revenues.
- 53.4 Except as otherwise provided in this Agreement, bargaining for a successor Agreement, shall begin no later than ninety (90) days prior to the expiration date of the Agreement, or any extension thereof, but not earlier than April 1, of the year of expiration, except by mutual agreement of the parties.

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

Effective Practice and Induction for New Teachers

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

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

WaKIDs and IRRs

The use of the IRR release days and the impact on teacher workload will be reviewed annually in AALT. The District shall provide the following annual amount of release time to each elementary teacher for state required fall kindergarten for IRR assessments (or other District-chosen diagnostic) :

1 day for grades K-5

Teachers in kindergarten shall administer the state-required fall assessments. In the winter, Teachers in kindergarten shall administer IRRs (or other District-chosen diagnostic assessment) to students who are identified through the comprehensive reading screener as being below standard during the winter screening.

Teachers in grades 1-5 shall to administer IRRs (or other District-chosen diagnostic assessment) to those students who are identified through the comprehensive reading online screener as being below standard during the fall and winter screening.

Teachers in dual language classrooms shall be provided twice these number of days. Teachers in elementary mid-level special education classes shall be provided 2 days.

In addition, the District shall annually provide a pool of 20 release days district-wide to be accessed by request through the building principal. The District shall provide an annual report on the use of these days to the Association for joint review at the AALT meetings.

The District shall provide calibration training for teachers administering the IRR (or other District-chosen) assessments.

***FOR KINDERGARTEN SUPPORT SEE MOU PAGE 145**

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

District Safety Committee and Individual Site Health and Safety Committees

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

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

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

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

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

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

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

Secondary Library Staffing Model

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

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

Elementary Librarian Staffing Model

For the duration of the contract, the District will maintain the elementary librarian FTE staffing at least at the 2012-13 level. The District intends to employ librarians with library media specialist endorsements and both the District and Association shall agree on any exceptions. For the duration of the contract, the District will staff each elementary school as follows:

1. FTE allocations shall be calculated on the basis of 22 classes per 1.0 FTE, provided that schools requiring planning coverage for 18 or more classes shall be staffed with a minimum of 1.0 FTE.
2. At schools with librarians who have a 1.0 FTE contract and 15 classes or less requiring planning time, the librarian may be assigned up to .2 FTE of their 1.0 FTE to a large elementary school to teach library classes which provide overload relief.
3. Should a librarian vacancy occur at a school where there are 17 classes or less requiring planning time, a .8 FTE librarian may be hired.
4. If a school has more librarian FTE than needed to fill the number of classes required to cover classroom teacher planning time, the principal may assign the librarian to other certificated instructional duties as long as the schedule respects the librarian's 20% administrative duties.
5. At buildings staffed with a .8 FTE librarian, administrative time shall continue to be computed on a 1.0 basis and no library services shall be available when the librarian is out of the building.
6. Assignments requiring travel to a schools generating overload staffing pursuant to (2) above shall be limited to two schools where feasible. The overload librarian's responsibility is to teach library sections and provide overload relief to a librarian with more than 22 sections at their school. The overload librarian shall have a fixed schedule and every effort shall be made to schedule the same classes. The librarian with the overload assignment and the school's 1.0 librarian along with the principal(s) shall agree on the scheduled days and times when the overload librarian teaches the overload relief classes.
7. No library services (including book check out) shall be available when the librarian is out of the building. The circulation computer/technology shall be turned off. However, the library space may be open under the supervision of a school employee (certificated or classified) who shall ensure that the integrity of the collection is not jeopardized. Student computers may be available for use.
8. Double classes will not be assigned to librarians, unless all sections on the library schedule have been filled, or if mutually agreed by the librarian(s) and building administrator.
9. At any elementary school with 650 or more students, the District shall provide the librarian with fifteen (15) hours per week of classified support of the library.
10. At any elementary school with 500 to 649 enrolled students, the District shall provide the librarian with ten hours per week of classified support.

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

Secondary Self-Select Model

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

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

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

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

**Memorandum of Understanding
between
The Northshore School District No. 417
and
The Northshore Education Association
Secondary Self-Select**

The District shall provide two (2) 6.5-hour Paraeducators to each middle school to support General Education and Challenge classes in English, Social Studies, Math and Science. Priority shall be given to General Education classrooms. In the event General Education Classrooms are supported based on review of class composition, these Paraeducators may be used in Challenge classrooms. A school which wants to use this resource for certificated staffing may use the waiver procedures of the CBA to request approval from the District and Association. In the event the self-select program (by whatever name) is discontinued, this staffing shall discontinue.

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

Shared Decision Making Leadership Team (SDLT) Classified Representation

Contingent on NEOPA agreeing to a modification of their MOU regarding classified representation on SDLTs, the 2016-2019 MOU regarding classified representation on SDLTs will be modified as written below. Until or unless the District and NEOPA agree to modify the NEOPA MOU regarding classified representation on SDLTs, the 2016-2019 version of this MOU will be maintained.

Classified employees represented by NSEA shall have the option to elect one representative (total) on the SDLT, which shall be selected through a process of open nominations and secret balloting by ESP members. An elected classified representative shall be a voting member of the SDLT, except on decisions regarding re- distribution or modifications of NSEA Department Head stipends; building in-service funds; and building discretionary funds. In order to effectively utilize the representative's time and District resources, the representative shall, in consultation with the SDLT, determine whether their attendance is necessary at each SDLT meeting and any portion thereof.

Classified representatives shall be compensated (at their regular rate of pay, or overtime rate if applicable) for attendance at SDLT meetings. Representatives who are ESP employees may use the ESP pool of professional hours for this purpose for meetings outside of the employees' workday.

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

Employee Assistance Program

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

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

Beginning in the 2019-20 school year, the Technology Resource Teacher (TRT) position will be sunsetted at buildings with a full-time School Technology Specialist. Buildings with a part-time School Technology Specialist will maintain their TRTs, as described below.

“As technology integration continues to increase in our society, it is paramount that teachers possess the skills and behaviors of digital age professionals. Moving forward, teachers must become comfortable being co-learners with their students and colleagues around the world.” International Society for Technology in Education (ISTE), 2015.

Changes in technology, the introduction of Bring Your Own Device (BYOD), and the variety of devices available at all schools require that TRTs have a variety of skills.

The Technology Resource Teacher would support this environment in the following areas:

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

Collaborate on Digital Citizenship: Supports ongoing efforts of teachers and Teacher Librarians working with students and staff to develop Digital Citizenship skills and habits.	Supports Digital Citizenship skills within all school environments Supports administration in investigating violations of Digital Citizenship
Connect: Collaborates with other TRTs, School Technology Specialists (STS) and the ITC in pathways and grade bands to ensure consistent delivery and service across the district.	Attends meetings and TRT events Collaborates using various digital strategies to ensure connections between schools (Google Community, shared GoogleDocs, listserv, web)

TRT Qualities:

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

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

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

PBIS/MTSS

Participation on a school's PBIS/MTSS Committee shall be voluntary. For the duration of this collective bargaining agreement, the District shall provide the following support for schools in Cohort 3 and, as needed for schools in Cohort 1 and 2 implementing Multi-Tiered Systems of Support (MTSS) and Positive Behavior Interventions and Supports (PBIS):

- Building Implementation Teams (BIT) will attend District-provided training. Teams will be composed of no more than eight (8) people at Elementary and Middle Schools and no more than twelve (12) at the High School level. Release time shall only be provided for three (3) classroom teachers. Administrators are required members of the team and count in the total number. The building liaison must be one of the training team participants and cannot be the building administrator.
- Selected BIT members will participate in all training with no member substitutions. Release time is provided for training.
- Training will incorporate planning time.
- Each school liaison shall be provided with release time to attend District-sponsored training activities, as determined by the District.
- Each school shall additionally be provided a pool of 30 hours of release time each school year to support implementation efforts, to be divided amongst non-supervisory staff as determined by the committee.

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

Special Education Service and Staffing
Model Work Group**

A joint NSEA/NSD Special Education Service and Staffing Model Work Group is created for the 2019-20 and 2020-21 school years. The Work Group is charged with using interest based bargaining strategies to develop a recommendation for the staffing model and service delivery model for special education services in the District. The Work Group will explore and study ways to provide services to students based on need that incorporate different funding options and outcomes for students that do not currently exist. The Work Group will consult regularly with the NSD Inclusive Models and Practices Think Tank, with the goal of working toward aligned recommendations.

The Work Group shall hold ten meetings in the 2019-20 school year, with a minimum of three meetings with full-day substitute release and the remaining meetings with half-day substitute release. In the fall of the 2020-21 school year, the Work Group shall be provided an additional three days with substitute release to complete its work. The Work Group shall present its recommendations to the AALT no later than at its December 2020 meeting.

The Work Group shall be jointly facilitated by NSEA and NSD representatives.

The Work Group shall be composed of the following members, though it may also solicit input from other experts and stakeholder groups:

- 1 Elementary General Education Teacher
- 1 Middle School General Education Teacher
- 1 High School General Education Teacher
- 4 Secondary Special Education Teachers (LC, Mid-level, Behavior, FSA);
- 5 Elementary Special Education Teachers (LC, Sensory, Social/Emotional, Blended, FSA);
- 1 Early Childhood teacher;
- 2 Special Education paraeducators (one elementary; one secondary);
- 3 ESA staff (Psychologist, SLP, OT/PT);
- 2 Building Administrators (Elementary, Secondary); and
- 4 District Administrators (Assistant Supt. Special Services, Early Childhood, Secondary and Elementary Directors).

NSEA shall appoint the non-supervisory members of the Work Group. The District shall appoint the supervisory members.

In the event the District adopts a new staffing model and/or service delivery model for students with disabilities, NSEA and NSD will reopen the contract to negotiate the impact of any change(s).

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

Elementary Work Day – Elementary Bell Times

1. Elementary school full day schedules shall have teacher report and end times that reflect a seven hour and thirty-five minute work day, and a six hour and thirty minutes student day, which shall include a thirty minute lunch and six hours of instructional time, with breaks and planning time consistent with the Agreement. Partial day schedules shall not be modified by this MOU.
2. The student bells shall be scheduled to ring at the start of the six hour and thirty minute student day, with classrooms open when this morning bell rings. This shall constitute the start of the student school day, and the certificated supervisory responsibilities which begin after their morning period of 30 minutes described in Article 14.1. It shall also serve as the tardy bell.
3. At mutually-agreeable schools where playground configurations necessitate additional time for the students to reach their classrooms, an earlier warning bell may be sounded in order for students to transition to class on time. However, teachers shall not be required to open their classrooms prior to the start of the student day bell described in paragraph 2, above.
4. At the end of the six hour and thirty minute student day, a student bell shall be scheduled to ring to conclude the student day.
5. The District and Association shall jointly review elementary schedules each year to ensure they comply with this MOU.

**Memorandum of Understanding
By and Between
The Northshore Education Association
And
The Northshore School District No. 417**

**Regarding Alternative Service Models for Elementary and Secondary Learning Center and
Mid-Level Special Education Teachers**

1. Special Education Mid-Level and Learning Center instructional staff may choose to adopt a blended caseload model in their building, with Learning Center and Mid-Level services assigned to both Mid-Level and Learning Center teachers and paraeducators. A majority (80% or more) of Special Education instructional staff in each building must approve the adoption of this alternative model on an annual basis in order to continue using it. Staff who approve the use of this model must notify their building administrator, the NSEA President, and the appropriate Director of Special Services by February 28 of each year in order to adopt and/or continue this model in the following school year.
2. If approved by the Special Education Mid-Level and Learning Center instructional staff, the total certificated staffing, classified staffing, and overload pay allocations for Mid-Level and Learning Center services will remain the same as a service delivery model that is not blended. The teachers and the principal will ensure that caseloads are balanced numerically and between students who are identified for mid-level and learning center services, and continue to monitor student distribution over the course of the year.
3. If overload pay would be generated by a non-blended model, the overload pay will be distributed equally to all certificated staff in the blended model, and on a pro-rated basis to any part-time certificated staff. If caseloads increase significantly, the parties will meet and discuss appropriate remedies.
4. If staff determine to adopt this blended service delivery model, they shall maintain their current sub-classification designations and seniority within sub-classifications for paraeducators. These designations will be used for displacement and reassignment purposes, if necessary.
5. Students in a building with a blended service delivery model shall maintain their designated services as part of the mid-level or learning center program.
6. Co-teaching between general education and special education teachers will be on a voluntary basis.

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

Technology Support

For the duration of the current collective bargaining agreement, the District shall staff each comprehensive high school with a 6.5 hour per day classified School Technology Specialist (STS); each middle school with a 6.5 hour per day classified STS; each elementary with 600 or more students with a 6.5 hour per day classified STS; and all other schools (elementary schools with less than 600 students, C.O. Sorenson, SAS/NN) with a 4.0 hour per day classified STS and 2 TRT stipends.

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

Secondary Teaming

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

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

**Memorandum of Understanding
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The Northshore Education Association**

Advisory/Mascot Time

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

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

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

Content of Advisory/Mascot Time

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

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

In addition, the SDLT at each school will:

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

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

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

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

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

Teachers will be expected to:

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

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**Memorandum of Understanding
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Secondary Textbook Management

Adding to the supports guaranteed by Section 15.13 of the current collective bargaining agreement (CBA), the District and Association agree to a two-year trial of revisions to the system for managing textbooks in the 2019-20 and 2020-21 school years:

1. Each secondary department head shall make an annual choice by October 1 to either:
 - a. Utilize a centralized team to complete the annual inventory/scanning of textbook bar codes as was implemented in the 2018-19 school year; or
 - b. Complete the annual inventory/scanning of textbook bar codes themselves (or with other teachers within the department). If option (b) is chosen, the District will provide one release day to the department for this purpose and the centralized department will open the Destiny inventory feature for a pre-planned period of time for the department head to complete the inventory.
2. Management of textbooks for secondary Special Education and World Language courses shall be the responsibility of the respective department heads
3. Department budgets will continue to be charged for the replacement cost of textbooks which are "lost" after completion of the annual inventory. If a lost textbook is found and recovered within a year after the inventory is complete, and a replacement has not yet been purchased, the department will be credited with the amount they were charged for the replacement.
4. The District and Association shall jointly gather feedback at the end of each school year on the impact the measures described above have had on the workload of department heads and the conservation of district curricular resources.
5. The AALT shall review the feedback described in paragraph 4, and make a decision to continue, amend or discontinue the provisions above prior to the end of the 2019-20 and 2020-21 school years.

**Memorandum of Understanding
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HiCap Support

1. Elementary Hi-Cap planning conferences with parents shall occur during the regularly scheduled fall conferences;
2. For the duration of the current contract, all K-8 teachers of Hi-Cap students will be offered at least a half-day of professional development (paid at the C-7 rate of pay if outside the work year or work day);
3. Elementary Hi-cap math extension resources aligned with each unit of curriculum, shall be made available to teachers as an option to utilize.

**Memorandum of Understanding
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The Northshore Education Association**

Safety & Emergency Prep Coordinator

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

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

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

The stipend for this position will be \$2,000 in buildings with fewer than 800 students, and \$2,400 in buildings with more than 800 students. Additionally, the coordinator will be paid at the C-7 rate (or their hourly rate, if ESP) for any work performed either before or after school to stock the emergency containers and maintain classroom emergency supplies.

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

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

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

**Memorandum of Understanding
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Transition to the School Employees Benefits Board (SEBB)

The Northshore School District and the Northshore Education Association agree that the current Article 49 of the certificated collective bargaining agreement shall remain in effect without change for the period of September 1, 2019, through December 31, 2019. Effective January 1, 2020, Article 49 shall be amended and replaced as follows:

49.1 ~~The District agrees to make available to eligible educational employees employed on a half-time or more basis the following insurance program and provide an insurance benefit amount of the state school employee insurance benefit amount per month per eligible educational employee (except for job share employees whose amount will be one-half. The "state school employee insurance benefit amount" is the amount identified in the most recent state appropriations act. Such amount shall be updated each January 1 for a twelve-month period beginning January 1 and ending December 31. Additionally, the District shall fund the amount required by the Health Care Authority for the school employee retiree subsidy fund. All eligible employees are required to participate in the dental, vision/hearing, life, and long-term disability insurance plans. Medical plan participation is optional. Insurance coverage for eligible employees is provided within the terms of District Insurance contracts. The District shall publish annually to employees the monthly rate funded by the District for insurance programs.~~

SEBB – The District shall make available to all eligible employees the mandatory and optional group insurance programs offered by the School Employees Benefits Board (SEBB) under the rules and regulations adopted by SEBB. Benefits offered by SEBB include, but are not limited to, medical, dental, vision, long-term disability, life insurance, a Medical Flexible Spending Arrangement (FSA) and a Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for medical insurance.

49.2 ~~**DENTAL INSURANCE** – The District shall pay for eligible employees the full premium necessary to fund a district administered dental insurance plan covering the employee, spouse, and dependents. The general provisions of the plan coverage, including exclusions, limitations, and procedures will be included in a District publication developed by the Health Benefits Committee which will be available on the District website. Copies will be available upon request. The District shall make contributions towards dental insurance premiums for eligible employees for the following programs:~~

- ~~A. Northshore Dental Plan – administered by Zenith American Solutions~~
- ~~B. Willamette Dental Plan – administered by Willamette Dental of Washington~~

Eligibility – Employees shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. All hours worked during the school year shall count for purposes of establishing eligibility. Employees who are hired late

in the year but are anticipated to work 630 hours or more the following year are eligible for coverage.

49.3 ~~**VISION/HEARING INSURANCE** – The District shall pay for eligible employees, the full premium to fund a District administered vision/hearing insurance plan covering the employee, spouse, and dependents. The general provisions of this plan will be included in a District publication developed by the Health Benefits Committee which will be available on the District website. Copies will be available on request.~~

Benefit Enrollment/Start – Benefit coverage for new employees will begin the first day of the month following the first day of work when it is expected that the employee will work 630 hours, except during the month of September when the employee's benefit coverage will begin in September if the employee is expected to work 630 hours or more during the school year and that employee begins on or before the first day of school in September.

49.4 ~~**LIFE INSURANCE** – The District shall pay for eligible employees, the full premium for the employee's term life insurance including an accidental death and dismemberment in the amount equal to the employee's contracted annual salary.~~

~~Employees shall have the option to double or triple the amount of life insurance coverage by the employees' annual salary, provided each employee taking this option authorizes a payroll deduction to pay the additional premium. If this option is not elected within the first thirty (30) days of employment, a health statement and enrollment form must be completed and accepted by the insurance company.~~

Continuity of Coverage – When a new employee to the district was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if they are anticipated to work 630 hours or more in the school year. If an employee was not anticipated to work 630 hours in a school year but meets that eligibility criteria during the school year, the employee will become eligible for SEBB benefits and will begin coverage in the month following this establishment of eligibility.

49.5 ~~**LONG TERM DISABILITY** – The District agrees to pay for eligible employees, the full premium for employee's long-term disability coverage.~~

Benefit Termination/End – Any Employee terminating employment shall be entitled to continue receiving the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of full school year obligations (i.e. the end of the student school year in June) benefit coverage will continue until August 31.

49.6 ~~**SALARY INSURANCE** – The District agrees to make available at employee expense the American Fidelity Assurance Company salary insurance program.~~

Declining Coverage – With proof of insurance, an employee may decline coverage through the SEBB and therefore not have any payments or premiums deducted from their paychecks for this purpose.

49.6.2 ~~**CANCER INSURANCE** – The District agrees to make available at the employee's expense, the American Fidelity Assurance Company a Cancer Insurance Program.~~

~~49.7 MEDICAL INSURANCE – After paying the premiums for dental insurance, vision/hearing insurance, long-term disability, and life insurance as provided above, the District will make contributions toward medical insurance premiums for eligible employees for the following programs:~~

- ~~A. Northshore Regence Blue Shield – Choice Plan~~
- ~~B. Northshore Regence Blue Shield – Standard Plan~~
- ~~C. Northshore Regence Blue Shield – Value Plan~~
- ~~D. Northshore Regence Blue Shield – High Deductible Plan~~
- ~~E. Group Health Cooperative of Puget Sound~~

Compliance and Legislative Changes – All provisions of this article shall be interpreted consistent with the rules and regulations of SEBB. If the Washington State Legislatures changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits, or substantially changes the medical coverage provisions, either party can reopen this Article 54 for negotiation over the changes to the extent allowed by law.

~~49.7.1 Each eligible employee may utilize the remaining balance of the insurance benefit amount (after payment of dental, vision/hearing, life, and long term disability insurance premiums) by enrolling in one of the medical insurance programs.~~

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~~49.7.2 POOLING – Medical insurance premiums shall be based upon a single rate structure with proportional pooling and cost-limiting procedures being applied to all eligible District employees as follows:~~

~~A. The District will calculate the premium for each eligible employee from a single rate premium schedule provided by the insurance carriers based on the family category selected by the employee.~~

~~B. In the event the eligible employee's total insurance cost, including the selected medical coverage exceeds the insurance benefit amount per month, a monthly payroll deduction shall be made in the amount of the excess.~~

~~C. For employees who have a total insurance cost of less than the insurance benefit amount per month, the balance shall go into a District-wide pool of funds to be disbursed to reduce payroll deductions for those employees whose costs exceeds the insurance benefit per month. Additionally, for these employees the state mandated "out-of-pocket" monthly deductions will also be deposited into this pool.~~

~~D. The pool amount will be used to reduce payroll deductions for medical insurance. Each employee's deduction shall be reduced by the same percentage. The percentage will be determined by comparing the pool dollars available to the total premiums in excess of the insurance benefit amount.~~

~~The estimated employee deduction and pool share shall be adjusted annually to distribute the pool equitably.~~

~~E. Two educational employees sharing one full-time position may each participate in the mandatory insurance plan and each utilize the remaining balance of one-half of the full insurance benefit amount (after payment of mandatory insurance plans – dental, vision, life, and long-term disability insurance premiums) by enrolling themselves and dependents in one of the medical insurance programs.~~

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~~49.8 **OTHER INSURANCE PROGRAMS** – The District shall participate in other insurance programs as required by law; e.g., Workers' Compensation and Unemployment Compensation.~~

~~49.9.8 **CREDIT UNION DEDUCTIONS** – At the option of an employee, the District shall deduct from their monthly salary warrant, and deposit directly with the Inspirus Credit Union of Washington or Mountain Crest Credit Union an amount designated by the employee.~~

49.9 **Retirement Program** - Any eligible employee employed prior to October 1, 1977, shall by law be a member of the Washington Teachers' Retirement System (TRS) Plan One. Any eligible employee entering employment on or after October 1, 1977, shall by law be a member of the Teachers' Retirement System Plan Two or Three. The District shall provide information to each new employee concerning TRS membership benefits.

~~49.10 **TERMINATING EMPLOYEE COVERAGE** – If an employee terminates their employment prior to the end of the school year, insurance shall continue to the end of the following month in which termination occurred. If an employee terminates or goes on unpaid leave May 1 or after, eligibility shall be continued until September 30 and the District will prorate remaining contract payments through the August pay period.~~

~~49.11 **DISTRICT HEALTH BENEFITS COMMITTEE** – The District shall provide opportunities for employee groups to communicate on insurance matters with representation on the District Health Benefits Committee.~~

~~49.12 **ANNUAL INSURANCE COVERAGE** – The district shall make appropriate payment of all premiums for each eligible employee to assure coverage for the full twelve (12) month period commencing October 1 and ending September 30, although the premium and benefit amounts shall be readjusted each January 1 for a January 1 through December 31 annual period.~~

~~49.13 **NEW EMPLOYEE INSURANCE PROGRAM** – New employees to the District are eligible for insurance programs on the first day of the month following the date of employment if work is begun on or before the 15th and enrollment is accomplished prior to the 15th. Employees who begin work after the 15th of the month will be eligible for coverage for the second calendar month after their first day of work. Eligibility for medical insurance requires enrollment within thirty (30) days of employment.~~

49.14.10 **TAX DEFERRED ANNUITIES** - The Board of Directors for the District shall provide and pay for such tax deferred annuities pursuant to RCW 28A.400.250 as the Association shall request and the Board of Directors shall authorize. Payment for said annuities shall be at the option of the employee and deducted from the monthly salary as authorized by the individual employee.

~~49.15 **ALTERNATE PRE-TAX DEDUCTION - SECTION 125** - Internal Revenue Service Code, Section 125 - In addition to the standard process, the District shall provide for processing payroll deductions for medical premiums as allowed within the Internal Revenue Service, Code 125 on a pre-tax basis when elected by individual employees. The District shall establish a Section 125 plan providing for pre-tax payroll deductions for payment of dependent care expenses and unreimbursed medical expenses as allowed under IRS Section 125 expenses. Deductions accrued in excess of expenses withdrawn are forfeited to the District at the end of the plan. The District shall pay related administrative costs and establish administrative procedures. District savings resulting from employee participation in Section 125 plans for health care reimbursements and dependent care expenses shall be passed directly back into the Health Benefits Program.~~

~~49.16 **HEALTH SAVINGS ACCOUNT (HSA)** - The District shall establish a Health Savings Account plan providing for pre-tax payroll deductions by the employee which conforms to the Internal Revenue Service Code for employees who qualify for, and are enrolled in, a Qualified High Deductible Health Plan (HDHP). All contributions are owned by the employee and can be rolled over and accumulated year to year.~~

49.17.11 **DEFERRED COMPENSATION PLAN** - In accordance with the provisions of RCW 41.50.030 (2), 41.50.088 (2), 41.50.770, and 41.50.780, and as provided in Section 457 of the Internal Revenue Service Code, the Board of Directors has established through the State of Washington, a Deferred Compensation Plan (DCP). The DCP is a supplemental retirement plan that offers District employees control and flexibility over their individual investments while reducing taxable income. The plan provides an option to the employee to invest income from their monthly salary on a pre-tax basis in an amount authorized by the individual employee. The Department of Retirement Systems administers the plan.

~~49.12 **BENEFITS BOOK** - The District will make available to all employees, including substitutes, information regarding employee benefits.~~

49.12 **VEBA** - Any eligible NSEA employee retiring during the term of this Agreement shall have their sick leave buyout payment remitted directly to a Post-Retirement Medical Reserve Trust Program. Such a program will provide reimbursement of medical, dental, and vision expenses to eligible employees. For eligibility, the retiring employee must complete the appropriate enrollment form and sign the hold harmless provision. The hold harmless provision shall protect the District and Association from all legal actions and indemnity same should it be found that the District or the employee is in debt to the United States government from not paying income taxes due on any amounts or as a result of the District not withholding or deducting any tax, assessment, or other payment on such funds as required by federal law. The District and Association make no representations or warranties with respect to the tax consequences of the program nor to the ability of the sponsor or insurer to fulfill its obligations under the program.

~~49.17 **REOPENER** - This Article shall reopen annually.~~

**Memorandum of Understanding
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Counselors

In the 2019-20 school year, counselors and a District designee(s) will meet to develop a job description for secondary counselors and a mutually agreed upon job description and title for elementary counselors that, if feasible and lawful, counts toward K-3 class size compliance. This group will also review Addendum I and recommend updates as needed. No later than March 2020, this group will provide their recommendations to the AALT.

**Memorandum of Understanding
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Threat Assessment

In the 2019-20 school year, the District will determine the appropriate team to establish and oversee school-based threat assessment programs, as described in Chapter 28A.320 RCW. If team members are required to attend meetings during their planning time or their duty-free lunch, they will be compensated for the lost time at the C-7 rate.

**Memorandum of Understanding
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Vision for Secondary Art Electives Committee

The District and Association agree to form a committee during the 2019-2020 school year to create an underlying philosophical vision, commitment, and guidelines for the core arts electives, including the 6th Grade Electives Wheel and other related programs as listed below. The committee will be co-chaired by an administrator representing the District and an appointed NSEA member who shall determine the selection process for the remaining members. Members will include arts faculty in represented core electives, building administrators, and counselors. There shall be a high school and middle school representative from each of the following disciplines or groups:

1. Theater
2. Music
3. Visual Arts
4. Media Arts
5. Dance
6. School Counselor
7. School Administrator

The committee will convene in the Fall of 2019 and make recommendations to the AALT no later than June 2020 regarding topics including but not limited to the following:

- Develop a mission statement, guiding philosophy and vision defining the purpose, values and goals of the core electives (as defined by OSPI) of theatre, music, visual arts, media arts, and dance.
- Research and apply all state regulations regarding basic education, graduation requirements/CORE 24, HB 2195, OSPI K-12 Arts Standards, local and national art organizations and resources, current best practices and literature.
- Align committee outcomes with the NSD Strategic Plan. (Goal 4)
- Determine an ongoing process to manage, coordinate, communicate and remain true to the vision created by the committee including ongoing professional development necessary to understand the vision and implementation for administration and teachers.
- Define a process to ensure student equity, voice and access to elective programs.
- Determine the need for grade level K-12 Arts curriculum (including CMAC), assessment, and necessary technology.
- Develop a building based decision making process around new and current elective offerings, budgets, (including large ticket items, equipment etc.) and fees that promote elective teacher involvement, equity among buildings and fiscal responsibility.

- Develop a rubric incorporating the electives philosophy, vision, guidelines and impacts to be used by NSD and SDLTs in order to provide input for all new elective proposals, including core Arts electives and those outside core.
- Incorporate innovation, flexibility and relevancy of course offerings in buildings.
- Capitalize on faculty talents and abilities, ensure stable and viable master schedules, while maintaining highly qualified teachers in their area of expertise.
- Develop a process for determining safety and health issues in arts classrooms.

The process will include opportunities for K-12 electives teachers and the administration to provide input to the committee and to review and comment upon draft recommendations before they are finalized. Committee members shall be paid at the C-7 rate and, the NSEA co-chair will track ongoing C-7 rate hours spent in meeting preparation to be discussed with the NSD co-chair.

**Memorandum of Understanding
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Addressing Adequate Music, Sound and Space Concerns

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

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

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

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

In each subsequent year beyond the 2019-2020 school year, if new specialist spaces are assigned, these spaces will be assessed according to the procedures established above.

**Memorandum of Understanding
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Designing Future Calendars

The District and the Association agree that the following components should generally be included in future calendars, unless mutually agreed otherwise:

1. Every year by June 30 NSD and NSEA will agree on the calendar for the school year two years ahead (i.e. by June 30 of 2020, for the 2021-22 school year).
2. The first student day will be on a Wednesday.
3. The student year will begin before Labor Day if Labor Day falls on September 5, 6, or 7 and begin after Labor Day if the Labor Day falls on September 1, 2, 3, or 4.
4. Winter break will be scheduled over a period that includes three full weekends.
5. Mid-winter break will be scheduled during the week of Presidents' Day.
6. Spring Break will be scheduled during the third quarter.
7. Three (3) emergency closure make up days will be included in the calendar, to be used if needed. One of these days is recommended to be scheduled the Friday before Memorial Day. The other two days are recommended to be scheduled following the last student day in June.
8. Early release days will be scheduled on Wednesdays.
9. Professional days will be scheduled on the Tuesday, Wednesday, and Thursday of the week prior to the first student day.
10. The District will provide clear and consistent communication opportunities for constituent groups, including staff and families, to plan for the future.

**Memorandum of Understanding
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Elementary Parent Conferences Committee

The District and the Association shall convene a committee to review elementary parent conferencing and make recommendations related to conferencing models and scheduling. The superintendent shall appoint four principals to the committee, and the Association president shall appoint four Association members to the committee. The committee shall be co-chaired by a regional assistant superintendent and an Association leader appointed by the superintendent and the Association president, respectively.

The committee is charged with considering and answering three questions:

1. What is the purpose of elementary parent conferencing?
2. When should conferences be scheduled to best meet that purpose?
3. What other impacts does that schedule have on the Northshore educational community (e.g., other employee groups, families, district financial resources, etc.)?

The committee shall gather input from stakeholders as referenced above, develop a consensus and make recommendations to the AALT no later than the end of the first semester in the 2019-20 school year.

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EL Teacher Job Descriptions

In the 2019-20 school year, the AALT will review the job description for EL teachers and update the description, if necessary.

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Student Behavior and Mental Health

NSD will hold \$700,000 in annual spending for the purposes of addressing student mental health. In the 2019-20 school year, NSEA and NSD will negotiate over the use of this funding, which will be implemented beginning in the 2020-21 school year.

The Director of Student Services will explore connections with outside agencies to support providing additional onsite and offsite wrap-around student services, including services to support student mental health, drug and alcohol counseling, and family wrap-around services. By March 2020, the Director of Student Services will present a report on potential connections to outside services to the AALT.

Additionally, in the 2019-20 school year, the District will review current practices in data collection regarding student behavior and discipline, develop recommendations regarding any changes to practices in such data collection, and present such recommendations to the AALT.

Memorandum of Understanding
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Shared-Decision Making Leadership Team (SDLT) Composition, Structure and Compensation Committee

During the 2019-20 school year, a committee will be formed to examine the SDLT composition, structure, and compensation, as well as to determine the duties and responsibilities of the SDLT.

Committee members shall be co-chaired by a Regional Assistant Superintendent and an appointed NSEA member. NSEA committee members shall be compensated at the C-7 rate. There will be up to eight representatives from the District, and up to eight representatives from NSEA. The District will invite NEOPA to have a representative on this committee.

By April 2020, the Committee shall submit a recommendation to the AALT that covers:

- SDLT composition (including ESA Leadership Team)
- SDLT structure
- SDLT compensation
- SDLT duties and responsibilities
- SDLT elections
- Process for association representatives to communicate relevant information to SDLT

A pool of \$40,000 in annual funds shall be set aside, for use beginning in the 2020-21 school year, for NSEA and NSD to negotiate over any of the committee's recommended changes to SDLT composition and/or compensation.

Memorandum of Understanding
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Regarding the Implementation of a High School Seven-Period-Day Schedule

This memorandum of understanding concerns planning and decision-making related to the implementation of a seven-period high school day.

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

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

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

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

8. Proposals approved by 70% or more instructional staff must be submitted prior to the end of the third quarter to both the building's Regional Assistant Superintendent and to the NSEA President and Executive Board for review, before final implementation.

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

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

English Learner Staffing

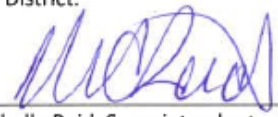
The English Learner staffing matrix has been amended to reflect the transition from WELPA to ELPA assessments, and to include students whose latest assessment has been either WELPA or ELPA.

For the Association:

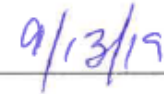


Tim Brittell, President – NSEA

For the District:

By: 
Dr. Michelle Reid, Superintendent
on behalf of the Board of Directors

Dated:



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

WaKIDS and IRRs

For the 2019-20 school year, Kindergarten teachers may choose to use one of the following supports, in lieu of the 15 hours provided for administering WaKIDS assessments, per section 17.26:

1. Three (3) days of substitute release;
2. Two (2) days of substitute release, plus five (5) per diem hours timesheeted;
3. One (1) day of substitute release, plus ten (10) per diem hours timesheeted; or
4. Fifteen (15) per diem hours timesheeted, per section 17.26.


Whereas both parties see the value of IRRs as an assessment tool and acknowledge the increase in other required assessment tools, the Association and District agree to encourage CMAC to consider discontinuing the requirement for elementary teachers to conduct IRRs.

For the Association:



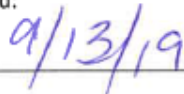
Tim Brittell, President – NSEA

For the District:

By: 

Dr. Michelle Reid, Superintendent
on behalf of the Board of Directors

Dated:



COLLECTIVE BARGAINING AGREEMENT
Between
Northshore School District No. 417
and
Northshore Education Association
2019 - 2022

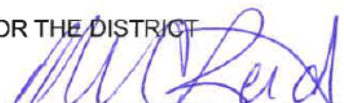
SIGNATURE PAGE

Dated and signed this 10 day of September, 2019.

FOR THE ASSOCIATION


Timothy Brittell, President - NSEA

FOR THE DISTRICT

By: 
Dr. Michelle Reid, Superintendent
On behalf of the Board of Directors

I certify that this agreement was approved
by the District's Board of Directors at its
meeting on September 9, 2019.



Paul Dillon, Chief Bargainer



Duggan Harman, Deputy Superintendent

Association (NSEA/ESP) Team Members:

Joanne Allen
Gail Bauman
Tim Brittell
Nancy Celms
Anne Davidson
Paul Dillon
Suzanne Ducotey
Kelly Griffin
Judy Harkess
Patrick Holmes
Valerie Morris-Lent
Robbi Reed
Janice Rendahl
Karyn Sullivan
Janet Tamura
Jon VandeMoortel

District Team Members:

Becky Anderson
Kurt Criscione
Obadiah Dunham
Abel Ghirmai
Audee Gregor
Doug Hale
Duggan Harman
Ebony Harvey
Tracy Meloy
Heather Miller
Tracy Patterson
Buzz Porter (Attorney)
Michelle Reid
Michael Tolley
David Wellington
Sarah White

ADDENDUM A-1

CURRICULUM MATERIALS ADOPTION COMMITTEE

See Article 21.12.

A. Purpose of the Committee:

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

1. Committee Philosophy: Instructional materials shall contribute to the development of an understanding of the racial, ethnic, cultural and occupational diversity of American life. Instructional materials shall objectively present the concerns and build upon the contributions, current and historical, of both sexes, and members of racial, ethnic, religious and cultural groups, with the understanding that under certain conditions, prejudiced materials may represent appropriate resources in presenting contrasting and differing points of view. Instructional materials shall provide models which may be used as a vehicle for the development of cultural differences, based on respect for worth, dignity and the personal values of every individual. Instructional materials, including textbooks (single or multiple), programmed learning, telecourses, packaged courses or unit, filmed courses and the like are generally the basic resources for teaching and learning. Therefore, all of the above criteria should be considered in their selection.
2. Selection and Recommendation of Instructional Materials: Certificated employees shall be involved in the selection of curriculum and instructional materials as follows:
 - a. All materials and assessments shall be selected by the District's certificated employees, in consultation with others who are competent to advise in their respective fields. The selection process, approved by the CMAC, shall include, as appropriate to the scope and nature of the materials, subcommittees, input from affected staff, and a pilot process (including validation report).
 - b. The materials should be appropriate for the age and maturity levels of the students, for the objectives of the course and relative to the values of a pluralistic society.
 - c. Reputable, unbiased, professionally prepared selection aides should be consulted. Aides which meet these standards would include the publications of various professional organizations in specialized subject areas; persons who are recognized authorities in the field should also be consulted.
 - d. It shall be the responsibility of the Committee to recommend all instructional materials (e.g., textbooks, manipulatives, workbooks, primary sources, class sets, instructional technology) for staff and students at all instructional levels; recommend an estimated budget, timeline and process to support implementation of an adoption; identify and prioritize content areas and/or instructional programs and the training necessary for successful implementation, so as to insure the consistency and sufficient availability of materials and curriculum to the stated goals and philosophy of the District.

The committee shall consider the impact on the existing workload of employees before making its recommendations.

- e. The District shall pay the necessary travel and subsistence for expert counsel when authorized by the Superintendent of Schools.
- f. CMAC members shall not be expected to make decisions regarding core adoptions and requirements affecting entire grade levels or subjects without ample time for consideration. CMAC shall determine, at least 30 days in advance of any such decision, how to provide this time via complete information provided at least 10 work days in advance, an additional meeting, or other means decided by CMAC.

B. Composition of Membership:

Two community members
Two Administrators (to include at least one principal)
One (1) primary elementary teacher
One (1) intermediate elementary teacher
One (1) middle school teacher
One (1) high school teacher
One (1) special education teacher
One (1) specialist (e.g., art, music)
One (1) librarian

C. Membership Application and Selection Requirements:

- 1. The administrative and community members shall be appointed by the Superintendent or designee. The Association members shall be appointed by the Association President. The Superintendent or designee may appoint up to three ex officio members.
- 2. Terms of Office: Committee members shall be appointed for a term of three years and shall be staggered to maximize continuity. Vacancies of the Committee shall be filled as per C.1. above.
- 3. From the Committee's permanent members, the Superintendent or designee shall appoint a Chairperson. The Association President shall appoint a Vice-Chairperson.

D. Duties of the Committee:

- 1. SCHEDULE OF MEETINGS: During the last meeting of the academic year, the Committee will set a schedule of meeting days for the following academic year. Additional meetings may be called by the Chairperson.
- 2. Written Complaints Regarding Materials: Any certificated employee or District citizen may submit a written complaint regarding instructional materials to the Committee. Procedures for preparation and consideration of complaints shall be covered by rules and regulations of the District.
- 3. Recommendations from the Committee: Recommendations for the instructional materials shall be made by the Committee to the Board for adoption or rejection by the Board of Directors or to the Superintendent for implementation of Item 4 below. Procedures for preparing and submitting recommendations shall be covered in the

rules and regulations of the District.

4. Experimentation and Exceptions: The Committee shall develop procedures for authorized experimentation with instructional materials for a reasonable period of time before general adoption is formalized and for authorization of the purchase of instructional materials to meet exceptional needs or rapidly changing circumstances.

However, expanded use of instructional materials selected for exceptional needs will require adoption through the formal process.

5. Title V Subcommittee. A subcommittee of the CMAC will be the Title V Advisory Committee. This subcommittee will have a total of six (6) members. This subcommittee will develop, recommend, and monitor plans and policies for Title V. The membership of the subcommittee will include the Director of Instructional Support, who will serve as committee Chair. The Chair will appoint one other administrative member and one community member from the CMAC to the subcommittee. The CMAC Vice Chair will appoint three (3) additional subcommittee members.
6. District Comprehensive Assessment Plan: The Committee shall review annually and approve changes to the District comprehensive assessment plan. This plan shall include instructional state assessment as well as program/placement assessments.

E. Duties of Certain Members:

1. The Chairperson shall arrange and conduct meetings and other matters pertinent to Committee functions.
2. The Vice-Chairperson will carry on the functions of the Chairperson when they are unable to meet those responsibilities and shall receive a stipend of \$1,500 annually.
3. When the Committee Chairperson deems necessary, consultants from the department heads, subject area coordinators, teachers, administrators, etc., may be called to testify.
4. The Committee may recommend modification in the application process, which must be approved by the Superintendent before implementation of the changes.
5. Other NSEA appointed members of the committee shall receive a stipend of \$1,000 annually and sufficient release time to perform their duties.

F. Parliamentary Procedure:

The current edition of The Standard Code of Parliamentary Procedure (Sturgis) shall govern this Committee in all parliamentary situations that are not otherwise provided. "A majority of the members of a committee is a quorum and a majority of the legal votes cast is necessary to take any official action."

ADDENDUM A-2

SPECIAL EDUCATION ADVISORY TEAM (SEAT)

The Special Education Advisory Team (SEAT) is not a governing entity but rather serves to make recommendations and/or provide key information to department district leadership regarding the design and implementation of services for students with special needs. SEAT members bring knowledge and skills that augment the knowledge and skills of the Special Education Department administration. SEAT meetings will include dissemination of Federal/state updates, programmatic information, compliance requirements, concerns, needs and suggestions from staff members, and other pertinent topics. Time will be allocated for a two-way discussion and staff input. Each agenda shall be created by submission from any staff (on SEAT or not) on an electronic document visible to and open to submissions from all certificated and classified instructional staff which, at the beginning of each meeting, shall be discussed and an agenda determined by the SEAT members.

Meetings

SEAT shall meet five times a year with all-day sub release. At the first meeting of the year, SEAT will set goals to accomplish over the course of the year. At the September meeting with all certificated Special Education staff, the District shall share information regarding the process for communicating with SEAT. All certificated staff attending this meeting will be asked to share information about SEAT with Special Education ESPs in their building. ESALT (ESA Leadership Team) meetings shall continue to be held monthly unless the ESALT members determine otherwise.

Membership

SEAT shall be composed of the following:

- 4 Secondary Teachers (LC, Mid-level, Behavior, FSA);
- 5 Elementary Teachers (LC, Sensory, Social/Emotional, Blended, FSA);
- 1 Early Childhood teacher;
- 2 Special Education paraeducators (one elementary; one secondary);
- 3 ESA staff (Psychologist, SLP, OT/PT);
- 2 Building Administrators (Elementary, Secondary); and
- 4 District Administrators (Assistant Supt. Special Services, Early Childhood, Secondary and Elementary Directors).

NSEA shall appoint the non-supervisory members of the SEAT.

Dissemination of information

Information/topics discussed will be provided to all staff via an electronic document visible to and open to submissions from all certificated and classified instructional staff. The shared electronic document will contain the following: Agenda (with submissions per above) Minutes – taken by administrative assistant Powerpoints or any work products utilized Opportunity for building staff input

Decision making

SEAT will utilize the new-district-initiative process in AALT to vet possible new initiatives that come from Special Education.

ADDENDUM A-3

INSTRUCTIONAL TECHNOLOGY LEADERSHIP COMMITTEE

A. Purpose of the Committee

The Instructional Technology Leadership Committee shall exist to assist in establishing a vision for the integration of technology and instruction and in the planning, prioritizing, communicating, implementing and ongoing monitoring of technology initiatives.

B. Committee Philosophy

Changes in technology, the introduction of Bring Your Own Device (BYOD), and the variety of devices available at all schools require that this Committee facilitate the implementation of these digital resources by engaging in an ongoing process to develop, implement, and communicate technology-infused strategic plans aligned with a shared vision.

Instructional technology includes the technological resources and professional development to meet and exceed student-learning goals, to support effective instructional practice, and maximize performance of school employees and district leaders. Instructional technology enables staff to effectively use their time; access information and curricula; enter and utilize student data; communicate with other staff, students, and parents.

C. Major Duties of the Committee

The Committee is tasked with the following major duties:

- Develop two-way communication and reporting mechanisms for current and future instructional technology initiatives. This communication is intended to generate ideas, input, feedback, and opinions of staff.
- Identify, define, prioritize, and select instructional technology integration projects to address the needs described above that are supportive of district goals, performance measures, and instructional priorities. Technology may include, but not be limited to, software and hardware such as computing devices, instructional presentation technologies, phones, productivity software, online grading and report card system(s), web pages for staff, schools, and departments, online IEP systems, student learning technology, and other forms that have not yet been developed or identified that address these needs. Technology that is unrelated to instruction, such as District administrative software, shall not be part of the committee's jurisdiction.
- Assist in the review of project proposals to ensure they meet needs described above and align with and are supportive of district goals, performance measures and instructional priorities.
- Serve as clearinghouse and forum for the discussions of challenges and issues related to instructional technology initiatives, including implementation.
- Act as an oversight committee for projects and/or work that may be planned and carried out in subcommittees.
- Remain informed of emerging instructional technology issues, capabilities and tools and incorporate those, as appropriate, into a dynamic instructional technology vision.

- Propose instructional technology projects and initiatives to TAC (Technology Advisory Committee) for upcoming capital levy and bond measures. The recommendations shall be specific, unless the Committee agrees that specificity is not useful.
- Report to Labor Management, CMAC, STSs, and administration.
- Develop plans for the District's Technology Professional Development programs.
- Other duties that serve the purpose described above.

D. Composition of Committee

1. The Committee will be comprised of (6) Association Representatives and (6) Administrative Representatives. The members will be selected jointly by NSEA and Administration using a mutually developed set of criteria.
2. Terms of Office: Committee members shall be appointed for a term of three years. The Committee members shall be members of the Technology Advisory Committee (TAC) that is charged with the planning of the capital levy and bond measures. Committee members will rotate off in a staggered fashion in order to maximize continuity.
3. The Superintendent or designee and the NSEA President may each appoint up to two additional at large committee members, who may be classified, certificated or administrative staff of the district.
4. The Superintendent or designee shall appoint a Chairperson. The Association President shall appoint a Co- Chairperson.

E. Operation of the Committee

1. Meetings: The Committee will set a schedule of approximately monthly meeting days during the last meeting of the academic school year. Additional meetings may be called by the Chairperson(s). The committee may agree to fewer meetings, substituting full or half day release for after school meetings.
2. Agendas and Minutes: Agendas and minutes will be published before and after the conclusion of each meeting. A webpage shall be established to house agendas, minutes, news and communication updates as well as a site where staff can access to send questions and concerns to the Committee.
3. Recommendations and Reports: Recommendations for instructional technology initiatives will be made by the Committee to Cabinet and TAC (Technology Advisory Committee) for upcoming capital levy and bond measures. Quarterly reports shall be made to Labor Management, CMAC, TRTs, and administration as appropriate.
4. Subcommittees and Work Groups: Subcommittees and Work Groups may be appointed by the Committee as needed, which shall report back to the Committee. The Committee shall establish their membership, goals, and timeframes.
5. Stipends: NSEA Committee members shall receive an annual stipend of \$800 and the NSEA-selected co-chair shall receive \$1200.

F. Parliamentary Procedure

The current edition of the Standard Code of Parliamentary Procedure (Sturgis) shall govern this Committee in all parliamentary situations that are not otherwise provided.

ADDENDUM B-1

TRADITIONAL SUMMATIVE EVALUATION CRITERIA AND TRADITIONAL SUMMATIVE AND PGO PROCEDURES

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

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

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

Evaluative criteria and indicators are more fully set forth in Addendum B-2, attached hereto and incorporated herein by reference.

CRITERIA FOR EVALUATION FOR EDUCATIONAL STAFF ASSOCIATES:

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

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

These evaluative criteria and related indicators are more fully set forth in Addendum B-3, attached hereto and incorporated herein by reference.

PROCEDURES: The following evaluative procedures shall be observed:

Employees subject to these evaluation procedures (employees) shall be observed in the

performance of their work assignment for the purpose of evaluation at least twice a year. Total observation time for each employee shall be at least sixty (60) minutes.

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

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

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

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

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

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

ANNUAL WRITTEN EVALUATION

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

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

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

NORTHSHORE EVALUATION OPTIONS

I. SUMMATIVE EVALUATION SYSTEM

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

- A) The Summative Evaluation systems is required for employees for their first four years of employment.
- B) The Northshore School District/Northshore Education Association Collective Bargaining Agreement will apply for the Summative Evaluation System.

- C) All employees will be evaluated on the Summative Evaluation System once every third year. Employees scheduled to return to summative evaluation may request a one (1) year extension prior to May 1 in order to continue to implement a PGO plan aligned with the Northshore School District strategic plan. Requests will be granted at principal discretion prior to June 5.

II. PROFESSIONAL GROWTH OPTION

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

- Develop methods to enhance district subject matter, grade level materials or district curricula.
 - Increase skills in managing diverse student population.
 - Seek assistance in order to improve a specific area of performance.
- H) During April or May, a final meeting shall be held to review the progress of the goal(s). At this final meeting, the supervisor will verify that the employee has met state statutory requirements, and present a summary of thirty (30) minutes of observation done during the year.
- I) Except for the two forms titled, "Employee's Planning Worksheet" and "Verification Form," information from Professional Growth Option is solely owned and generated by the participant(s) and may not be placed in the Personnel File or be considered in the Summative Evaluation Model.
- J) At all times during use of the Professional Growth Option, collaborative interaction, based on trust and confidence is encouraged.
- K) If the participant who is an educational staff associate, librarian or teacher on special assignment, or the supervisor believes that the participant should not be on the Professional Growth Option but should be placed on the Summative Evaluation System after the year has progressed, a joint decision must be made no later than March 1. If the decision to remove the participant from the PGO is unilateral by the supervisor, the following procedures will be utilized:
- 1) The Professional Growth Option encourages employee(s) to have freedom to explore their goal in a risk free environment but still requires all employees to be responsible for maintaining competence in the seven (7) state mandated areas of the Evaluative Criteria. If one or more of these areas becomes a serious concern, the Administrator will first communicate the concern and offer assistance. If the concern remains, the Administrator can move the employee to the Summative form of evaluation but cannot use goal related data as part of any negative evaluative comments.
 - 2) The supervisor will inform the employee in writing of the nature of the concern and establish a meeting to discuss the matter. The employee shall have the right to Association representation at the meeting. The employee shall be provided the opportunity to respond to the concern(s) and to any allegation(s) made against them. Following the meeting described above, the supervisor shall inform the employee in writing either that the concern has been resolved to the supervisor's satisfaction, or that the concern has not been resolved and that the employee will be moved to the Summative evaluation system. Such a letter and meeting shall only be precipitated by events or allegations which are serious in nature.
 - 3) If the employee does not agree with the change to the Summative form of evaluation, the employee may request a review by a mutually agreed upon District/ Association designated neutral third party. The designated neutral third party will meet with the supervisor and employee as part of the review

process. Upon conclusion of the review process, the neutral third party shall render their decision orally to the parties, as to whether a reasonable person would conclude on the basis of the information available the employee should be placed on the Summative evaluation system.

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

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

PROFESSIONAL GROWTH OPTION PROCEDURES AND REMINDERS

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

NORTHSHORE SCHOOL DISTRICT
PROFESSIONAL GROWTH EVALUATION
OPTION

Employee's Planning Worksheet

Conference Dates	_____	_____
School Year	_____	_____
Staff Member	_____	Assignment _____
Supervisor	_____	Work Site _____

NORTHSHORE SCHOOL DISTRICT
PROFESSIONAL GROWTH EVALUATION
OPTION
Verification Form

Name _____ School _____ School Year _____

Supervisor _____

Assignment _____

To be completed by employee:

Identify Self-Assessment Instrument(s) Used:

To be completed by supervisor:

☐ The employee demonstrated satisfactory performance pursuant to RC28A.405.100.

Summary of 30 minutes of observation:

Date _____

Staff Member _____

Date _____

Supervisor _____

Original to Human Resources
Office Copy to Employee and Supervisor

ADDENDUM B-2

LIBRARIAN AND TOSA EVALUATIVE CRITERIA AND DESCRIPTORS

INSTRUCTIONAL SKILL

- Develops unit and lesson plans to provide a variety of meaningful learning experiences.
- Defines, instructs, and evaluates lesson objectives for students.
- Provides clear and sequentially organized instruction.
- Gives explanations, assignments and directions clearly.
- Uses the principles of learning to facilitate the learning of objectives.
- Motivates and challenges students.
- Monitors students' learning during lesson.
- Provides specific feedback for successful behavior.
- Designs questions and activities to promote all levels of thinking skills.
- Considers abilities, interests, and present performance levels of students in planning and conducting lessons.
- Evaluates lessons and units and utilizes the results in planning subsequent lessons.

CLASSROOM MANAGEMENT

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

PROFESSIONAL PREPARATION AND SCHOLARSHIP

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

EFFORT TOWARD IMPROVEMENT WHEN NEEDED

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

HANDLING STUDENT DISCIPLINE AND ATTENDANT PROBLEMS

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

INTEREST IN TEACHING PUPILS

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

KNOWLEDGE OF SUBJECT MATTER

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

ADDENDUM B-3

EDUCATIONAL STAFF ASSOCIATE EVALUATIVE CRITERIA AND DESCRIPTORS

KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD

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

SPECIALIZED SKILLS

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

MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT

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

THE SUPPORT PERSON AS A PROFESSIONAL

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

INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL

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

ADDENDUM B-4

CLASSROOM TEACHER EVALUATION

SECTION 1 INTRODUCTION AND APPLICABILITY

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

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

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

This evaluation system only applies to classroom teachers, defined as a certificated employee who provides academically focused instruction to students and holds one or more of the teaching certificates. Those bargaining unit members who do not meet this definition will remain under the previous evaluation system in place and incorporated into this Agreement in Article 28 and Addenda B-1, B-2, and B-3.

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

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

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

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

SECTION 2 – EVALUATORS AND OBSERVERS

- A. No administrator, principal, or other supervisory personnel may evaluate a teacher without having received training in District evaluation procedures. Before evaluating classroom teachers using the evaluation systems required under RCW 28A.405.100, principals and administrators must engage in professional development designed to implement the evaluation system used in the District to maximize rater agreement. The

District shall have a plan to develop and sustain rater agreement. This includes summative scoring against a pre-determined standard.

- B. The supervisor who is evaluating shall perform the required observations used in the evaluation, except when a mutually agreed upon second evaluator is utilized.
- C. Teachers assigned to more than one school shall be informed which supervising administrator shall be their assigned evaluator at the beginning of the school year (or at the start of the assignment if employed mid-year).
- D. The parties agree that evaluators shall not be expected nor permitted to rate employees based on any system of quotas or limitations to achieve a number or range of teachers receiving evaluations of a particular score.

SECTION 3 — STATE CRITERIA, FRAMEWORK, AND SCORING

A. The state evaluation criteria are:

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

B. Instructional Framework

The parties have agreed to use the adopted evidence-based instructional framework developed by Charlotte Danielson and approved by OSPI. The evaluation framework identifying the components of the Danielson framework within the state criteria is included in Addendum B-5.

C. Criterion Performance Scoring

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

D. Evidence and Artifacts

- 1. Both the teacher and the evaluator may contribute to evidence collection necessary to complete this evaluation. The use of the District's on-line evaluation tool by teachers is optional beyond the establishment of an account, viewing of observation reports, and viewing year-end summary reports.

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

SECTION 4 - DEFINITIONS

- A. Criteria shall mean one of the eight (8) state defined categories to be scored.
- B. Component shall mean the sub-section of each criterion.
- C. Evidence shall mean representative examples, artifacts or observable practices of the teacher's ability and skill in relation to the instructional framework rubric gathered from the normal course of employment.
- D. Artifacts are a type of evidence and shall mean any products generated, developed or used by a certificated teacher.

SECTION 5 – COMPREHENSIVE EVALUATION

Goal Setting Conference

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

Observations

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

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

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

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

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

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

Annual Written Evaluation

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

Summative Scoring

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

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

SECTION 6 — FOCUSED EVALUATION OPTION

Goal Setting Conference

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

Observations

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

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

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

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

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

Annual Written Evaluation

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

The summative performance rating for the teacher on a focused evaluation shall be the rating from the most recent comprehensive evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.

SECTION 7 — STUDENT GROWTH CRITERION SCORE

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

SECTION 9 — FINAL SUMMATIVE EVALUATION CONFERENCE

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

SECTION 10 — SUPPORT FOR BASIC

- A. A professional growth plan shall be offered within thirty (30) working days to any continuing contract employee with five or more years of experience who receives an overall summative Basic rating on a comprehensive evaluation. The professional growth plan shall be proposed initially by the evaluator and then presented to the employee and their

representatives for input, feedback and suggestions for improvement. The employee retains the authority to decline the final plan proposed by the evaluator.

- B. The professional growth plan shall identify specific evaluative criteria that are the concern, benchmarks defining desired performance under the evaluation framework, and assistance and services that the District shall provide to assist the employee in improving their performance. The assistance offered shall include a mentor that provides observation and feedback through reflective conversations with the employee, and opportunities for guided observation of colleagues' instruction. The evaluator may include additional supports in the plan such as peer coaching, reading material, and District or ESD staff development courses. The parties also shall have a discussion about the student composition of the class and future classes, number of class preparations, and number of assigned schools (if more than one) to ensure that each teacher has a reasonable opportunity to be successful.

SECTION 11 — PROBATION

Employees who are evaluated not satisfactory shall be placed on probation. Not satisfactory shall mean (a) Level 1 (Unsatisfactory) for all teachers; or (b) Level 2 (Basic) if the classroom teacher is on a continuing contract with more than five years of teaching experience and if the level 2 has been received two years in a row or two years within a consecutive three year period. Probation shall be administered in accordance with Article 29 of the current collective bargaining agreement as now or hereafter amended.

SECTION 12 — NON-CONTINUING EMPLOYEES

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

ADDENDUM B-5

DANIELSON'S FRAMEWORK FOR TEACHING

Criterion 1	Criterion 2	Criterion 3
EXPECTATIONS: The teacher communicates high expectations for student learning.	INSTRUCTION: The teacher uses research-based instructional practices to meet the needs of all students.	DIFFERENTIATION: The teacher acquires and uses specific knowledge about students’ cultural, intellectual, and social development to adjust their practice by employing strategies that advance learning.
2b: Establishing a culture for learning	3b: Using questioning/prompts and discussion	1b: Demonstrating Knowledge of Students
3a: Communicating with Students	4a: Reflecting on Teaching	3e: Demonstrating flexibility and responsiveness
3c: Engaging students in learning		
Criterion 4	Criterion 5	Criterion 6
CONTENT KNOWLEDGE: The teacher uses content area knowledge, learning standards, appropriate pedagogy and resources to design and deliver curricula and instruction to impact student learning.	LEARNING ENVIRONMENT: The teacher fosters and manages a safe and inclusive learning environment that takes into account physical, emotional, and intellectual well-being.	ASSESSMENT: The teacher uses multiple data elements (both formative and summative to plan, inform, and adjust instruction and evaluate student learning.
1a: Demonstrating Knowledge of Content and Pedagogy	2c: Managing classroom procedures	3d: Using Assessment in Instruction
1e: Designing Coherent Instruction	2d: Managing Student Behavior	1f: Designing Student Assessments
1c: Setting Instructional Outcomes	2a: Creating an environment of respect and rapport	4b: Maintaining Accurate Records
1d: Demonstrating Knowledge of Resources	2e: Organizing physical space	
Criterion 7		Criterion 8
FAMILIES and COMMUNITY: The teacher communicates and collaborates with students and families and all educational stakeholders in an ethical and professional manner to promote student learning.	PROFESSIONAL PRACTICE: The teacher participates collaboratively in the educational community to improve instruction, advance the knowledge and practice of teaching as a profession, and ultimately impact student learning.	
4c: Communicating with Families	4d: Participating in a Professional Community	
	4e: Growing and Developing Professionally	
	4f: Showing Professionalism	

**TEACHERS' SALARY SCHEDULE
NORTHSHORE SCHOOL DISTRICT
2019-2020**

Addendum C-1

SCHEDULE 29

Effective September 01, 2019

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	BA	BA+45	BA+90	MA	MA+45	MA+90 or PhD
Years						
00	49,059	51,512	54,088	56,792	59,631	62,613
01	50,366	52,884	55,529	58,305	61,220	64,281
02	51,708	54,294	57,008	59,858	62,851	65,994
03	53,085	55,740	58,527	61,453	64,525	67,751
04	54,500	57,224	60,086	63,090	66,245	69,557
05	55,951	58,749	61,687	64,771	68,010	71,410
06	57,442	60,314	63,330	66,496	69,821	73,313
07	58,972	61,921	65,017	68,268	71,682	75,265
08	60,543	63,570	66,749	70,086	73,591	77,270
09	62,156	65,264	68,528	71,954	75,551	79,328
10	63,812	67,003	70,352	73,870	77,564	81,442
11	65,513	68,788	72,227	75,838	79,630	83,611
12	67,258	70,621	74,151	77,859	81,752	85,839
13	67,258	72,502	76,127	79,933	83,930	88,126
14	67,258	74,433	78,154	82,062	86,166	90,474
15	67,258	74,433	81,281	85,345	89,612	94,093

Approved by the Board of Directors on: 9/9/19

**TEACHERS' TOTAL SALARY SCHEDULE
NORTHSHORE SCHOOL DISTRICT
2019-2020**

SCHEDULE 29B

Professional Learning and Responsibility Schedule

Effective September 1, 2019

		BA	BA+45	BA+90	MA	MA+45	MA+90 or PhD
	Years of Serv						
PLR Base	00	10,778	11,317	11,883	12,478	13,101	13,757
5 Suppl Days		1,363	1,431	1,502	1,578	1,656	1,739
PLR Total		12,141	12,748	13,385	14,056	14,757	15,496
PLR Base	01	11,065	11,619	12,199	12,809	13,449	14,122
5 Suppl Days		1,399	1,469	1,542	1,620	1,701	1,786
PLR Total		12,464	13,088	13,741	14,429	15,150	15,908
PLR Base	02	11,360	11,927	12,525	13,151	13,808	14,498
5 Suppl Days		1,436	1,508	1,584	1,663	1,746	1,833
PLR Total		12,796	13,435	14,109	14,814	15,554	16,331
PLR Base	03	11,663	12,245	12,858	13,501	14,177	14,886
5 Suppl Days		1,475	1,548	1,626	1,707	1,792	1,882
PLR Total		13,138	13,793	14,484	15,208	15,969	16,768
PLR Base	04	11,973	12,573	13,201	13,860	14,553	15,282
5 Suppl Days		1,514	1,590	1,669	1,753	1,840	1,932
PLR Total		13,487	14,163	14,870	15,613	16,393	17,214
PLR Base	05	12,294	12,907	13,552	14,230	14,942	15,688
5 Suppl Days		1,554	1,632	1,714	1,799	1,889	1,984
PLR Total		13,848	14,539	15,266	16,029	16,831	17,672
PLR Base	06	12,620	13,252	13,913	14,610	15,340	16,107
5 Suppl Days		1,596	1,675	1,759	1,847	1,939	2,036
PLR Total		14,216	14,927	15,672	16,457	17,279	18,143
PLR Base	07	12,956	13,603	14,285	14,999	15,748	16,536
5 Suppl Days		1,638	1,720	1,806	1,896	1,991	2,091
PLR Total		14,594	15,323	16,091	16,895	17,739	18,627
PLR Base	08	13,302	13,966	14,665	15,398	16,168	16,977
5 Suppl Days		1,682	1,766	1,854	1,947	2,044	2,146
PLR Total		14,984	15,732	16,519	17,345	18,212	19,123
PLR Base	09	13,656	14,339	15,055	15,808	16,599	17,429
5 Suppl Days		1,727	1,813	1,904	1,999	2,099	2,204
PLR Total		15,383	16,152	16,959	17,807	18,698	19,633
PLR Base	10	14,019	14,721	15,457	16,229	17,040	17,893
5 Suppl Days		1,773	1,861	1,954	2,052	2,155	2,262
PLR Total		15,792	16,582	17,411	18,281	19,195	20,155
PLR Base	11	14,393	15,113	15,868	16,662	17,494	18,370
5 Suppl Days		1,820	1,911	2,006	2,107	2,212	2,323
PLR Total		16,213	17,024	17,874	18,769	19,706	20,693
PLR Base	12	14,776	15,515	16,291	17,106	17,961	18,860
5 Suppl Days		1,868	1,962	2,060	2,163	2,271	2,384
PLR Total		16,644	17,477	18,351	19,269	20,232	21,244
PLR Base	13	14,776	15,929	16,724	17,562	18,440	19,362
5 Suppl Days		1,868	2,014	2,115	2,220	2,331	2,448
PLR Total		16,644	17,943	18,839	19,782	20,771	21,810
PLR Base	14	14,776	16,352	17,171	18,029	18,930	19,877
5 Suppl Days		1,868	2,068	2,171	2,280	2,394	2,513
PLR Total		16,644	18,420	19,342	20,309	21,324	22,390
PLR Base	15	14,776	16,352	17,857	18,750	19,689	20,672
5 Suppl Days		1,868	2,068	2,258	2,371	2,489	2,614
PLR Total		16,644	18,420	20,115	21,121	22,178	23,286

* Previous BA+135 column merged into MA + 45 column as of September 1, 2018.

**TEACHERS' TOTAL SALARY SCHEDULE
NORTHSHORE SCHOOL DISTRICT
2019-2020**

SCHEDULE 29C

This Schedule includes SCHEDULE 29 (Base Pay),
SCHEDULE 29B (Professional Learning and Responsibility Schedule)

Effective September 1, 2019

*

		BA	BA+45	BA+90	MA	MA+45	MA+90 or PhD
	Years of Serv						
Base	00	40,059	51,512	54,088	56,792	59,631	62,613
PLR		12,141	12,748	13,385	14,056	14,757	15,496
Combined		61,200	64,260	67,473	70,848	74,388	78,109
Base	01	50,366	52,884	55,529	58,305	61,220	64,281
PLR		12,464	13,088	13,741	14,429	15,150	15,908
Combined		62,830	65,972	69,270	72,734	76,370	80,189
Base	02	51,708	54,294	57,008	59,858	62,851	65,994
PLR		12,796	13,435	14,109	14,814	15,554	16,331
Combined		64,504	67,729	71,117	74,672	78,405	82,325
Base	03	53,085	55,740	58,527	61,453	64,525	67,751
PLR		13,138	13,793	14,484	15,208	15,969	16,768
Combined		66,223	69,533	73,011	76,661	80,494	84,519
Base	04	54,500	57,224	60,086	63,090	66,245	69,557
PLR		13,487	14,163	14,870	15,613	16,393	17,214
Combined		67,987	71,387	74,956	78,703	82,638	86,771
Base	05	55,951	58,749	61,687	64,771	68,010	71,410
PLR		13,848	14,539	15,266	16,029	16,831	17,672
Combined		69,799	73,288	76,953	80,800	84,841	89,082
Base	06	57,442	60,314	63,330	66,496	69,821	73,313
PLR		14,216	14,927	15,672	16,457	17,279	18,143
Combined		71,658	75,241	79,002	82,953	87,100	91,456
Base	07	58,972	61,921	65,017	68,268	71,682	75,265
PLR		14,594	15,323	16,091	16,895	17,739	18,627
Combined		73,566	77,244	81,108	85,163	89,421	93,892
Base	08	60,543	63,570	66,749	70,086	73,591	77,270
PLR		14,984	15,732	16,519	17,345	18,212	19,123
Combined		75,527	79,302	83,268	87,431	91,803	96,393
Base	09	62,156	65,264	68,528	71,954	75,551	79,328
PLR		15,383	16,152	16,959	17,807	18,698	19,633
Combined		77,539	81,416	85,487	89,761	94,249	98,961
Base	10	63,812	67,003	70,352	73,870	77,564	81,442
PLR		15,792	16,582	17,411	18,281	19,195	20,155
Combined		79,604	83,585	87,763	92,151	96,759	101,597
Base	11	65,513	68,788	72,227	75,838	79,630	83,611
PLR		16,213	17,024	17,874	18,769	19,706	20,693
Combined		81,726	85,812	90,101	94,607	99,336	104,304
Base	12	67,258	70,621	74,151	77,859	81,752	85,839
PLR		16,644	17,477	18,351	19,269	20,232	21,244
Combined		83,902	88,098	92,502	97,128	101,984	107,083
Base	13	67,258	72,502	76,127	79,933	83,930	88,126
PLR		16,644	17,943	18,839	19,782	20,771	21,810
Combined		83,902	90,445	94,966	99,715	104,701	109,936
Base	14	67,258	74,433	78,154	82,062	86,166	90,474
PLR		16,644	18,420	19,342	20,309	21,324	22,390
Combined		83,902	92,853	97,496	102,371	107,490	112,864
Base	15	67,258	74,433	81,281	85,345	89,612	94,093
PLR		16,644	18,420	20,115	21,121	22,178	23,286
Combined		83,902	92,853	101,396	106,466	111,790	117,379

School Board Approved on: 9/9/19

**CERTIFICATED ACTIVITY SCHEDULE
NORTHSHORE SCHOOL DISTRICT NO. 417
2019-2020 School Year**

(ALL POSITIONS ON THIS SCHEDULE REQUIRE A PROFESSIONAL EDUCATION CERTIFICATE)

SCHEDULE 23EL

Effective: September 01, 2019

SCHEDULE 23EL - ELEMENTARY		Additional Allocation
1. Music - Vocal Director: 1 or 2 perform outside of work day. (12-19 wks)	1,300	
1. Music - Vocal Director: 3 or more perform outside of work day. (20-36 wks)	2,006	
2. Music - Band: 1 or 2 perform outside of work day.	1,300	
2. Music - Band: 3 or more perform outside of work day.	2,006	
3. Music - Orchestra: 1 or 2 perform outside of work day.	1,300	
3. Music - Orchestra: 3 or more perform outside of work day.	2,006	
10. Music - General: 1 or 2 perform outside of work day.	1,300	
10. Music - General: 3 or more perform outside of work day.	2,006	
11. Music - Asst Director or Accompanist: 1 Semester	375	
11. Music - Asst Director or Accompanist: 2 Semester	750	
4. Safety & Emergency Prep Coordinator - Less than 800 students	2,000	
Safety & Emergency Prep Coordinator - 800 or more students	2,400	
5. Student Council	403	
6. Academic Clubs (total allotment per school)	3,347	
7. Assessment Coordination - 400 or fewer students ***	1,722	1,076
Assessment Coordination - 800 or fewer students ***	2,259	1,615
Assessment Coordination - more than 800 students ***	2,582	1,936
8. Dual Language	1,291	
9. Textbook / Science Materials Manager- less than 600 students****	860	
Textbook / Science Materials Manager- 600 or more students****	1,076	
Textbook / Science Materials Manager- 800 or more students****	1,291	

Music teachers who work less than full-time will receive a prorated stipend upon written verification of performance responsibilities.

*** The stipend is a minimum amount. Buildings may supplement with additional hours, compensation or substitute time for certificated or classified as needed using additional district allocations or building funds. If the stipend is unable to be filled from amongst the certificated staff in the building, the stipend amount may be used in the same manner as the school allocation above.

**** For job description see Addendum K in Collective Bargaining Agreement

Approved by the Board of Directors on: 9/9/19

**CERTIFICATED ACTIVITY SCHEDULE
NORTHSHORE SCHOOL DISTRICT NO. 417
2019-2020 School Year**

(ALL POSITIONS ON THIS SCHEDULE REQUIRE A PROFESSIONAL EDUCATION CERTIFICATE)

SCHEDULE 23JH

Effective: September 01, 2019

SCHEDULE 23JH - MIDDLE SCHOOL			Additional Allocation
1.	Honor Society	893	
2.	Academic Clubs (total allotment per school)	6,234	
3.	Yearbook (if no class, full stipend; if class, half stipend)	2,510	
4.	Music - Band	4,183	
5.	Music - Vocal	3,010	
6.	Music - Orchestra	3,184	
8.	Safety Committee Member	381	
9.	Safety & Emergency Prep Coordinator - Less than 800 students	2,000	
	Safety & Emergency Prep Coordinator - 800 or more students	2,400	
10.	WEB Coordinator (4 stipends)**	1,291	
11.	Drama - One Play OR	1,910	
	Drama - Two Plays (one drama stipend per school)	3,822	
13.	Assessment Coordination - 800 or fewer students ***	2,259	1,615
	Assessment Coordination - more than 800 students ***	2,582	1,936
14.	History Day	1,615	
15.	Science Olympiad	1,615	
16.	ASB Advisor	1,615	
17.	Mascot/Advisory Time Coordinators	1,530	

** There shall be no more than 7 events per year

*** The stipend is a minimum amount. Buildings may supplement with additional hours, compensation or substitute time for certificated or classified as needed using additional district allocations or building funds. If the stipend is unable to be filled from amongst the certificated staff in the building, the stipend amount may be used in the same manner as the school allocation above.

Approved by the Board of Directors on: 9/9/19

**CERTIFICATED ACTIVITY SCHEDULE
NORTSHORE SCHOOL DISTRICT NO. 417
2019-2020 School Year**

(ALL POSITIONS ON THIS SCHEDULE REQUIRE A PROFESSIONAL EDUCATION CERTIFICATE)

SCHEDULE 23SH

Effective: September 01, 2019

SCHEDULE 23SH - SENIOR HIGH		Additional Allocation
1. Honor Society	1,675	
2. Senior Class Advisor	2,151	
3. Junior Class Advisor	1,615	
4. Sophomore Class Advisor	1,076	
5. Activity Director	8,279	
6. Athletic Director	8,279	
7. Yearbook	4,585	
8. Model UN	3,754	
9. Music - Band *	7,387	
10. Music - Vocal	5,223	
11. Music - Orchestra	4,458	
12. Newspaper	4,585	
13. Student Store	3,184	
14. Safety Committee Member	381	
15. Safety & Emergency Prep Coordinator - Less than 800 students	2,000	
Safety & Emergency Prep Coordinator - 800 or more students	2,400	
16. Link Crew Coordinator (4 stipends)**	1,615	
17. Academic Clubs (total allotment per school)	9,145	
18. Drama - Two Plays OR	5,096	
Drama - Three Plays (one drama stipend per school)	7,642	
20. Assessment Coordination ***	3,227	3,766
21. Freshman Class Advisor	765	
22. Mascot/Advisory Time Coordinators	1,530	
* Band Directors to receive additional amt per event for participation in post-season events (as defined in AAA collective bargaining agreement).		75

** There shall be no more than 7 events per year

*** The stipend is a minimum amount. Buildings may supplement with additional hours, compensation or substitute time for certificated or classified as needed using additional district allocations or building funds. If the stipend is unable to be filled from amongst the certificated staff in the building, the stipend amount may be used in the same manner as the school allocation above.

Approved by the Board of Directors on: 9/9/19

**CERTIFICATED ACTIVITY SCHEDULE
NORTHSHORE SCHOOL DISTRICT NO. 417
2019-2020 School Year**

(ALL POSITIONS ON THIS SCHEDULE REQUIRE A PROFESSIONAL EDUCATION CERTIFICATE)

SCHEDULE 23SA

Effective: September 01, 2019

SCHEDULE 23SA - Secondary Academy for Success		Additional Allocation
1. Senior Class Advisor	1,021	
2. Newspaper	2,453	
3. Yearbook	2,510	
4. Academic Clubs (total allotment per school)	6,098	
5. Safety Committee Member	381	
6. Safety & Emergency Prep Coordinator - Less than 800 students	2,000	
7. Assessment Coordination *** (Stipend Shared with NN)	2,259	1,615

*** The stipend is a minimum amount. Buildings may supplement with additional hours, compensation or substitute time for certificated or classified as needed using additional district allocations or building funds. If the stipend is unable to be filled from amongst the certificated staff in the building, the stipend amount may be used in the same manner as the school allocation above.

Approved by the Board of Directors on: 9/9/19

**CERTIFICATED ACTIVITY SCHEDULE
NORTHSHORE SCHOOL DISTRICT NO. 417
2019-2020 School Year**

(ALL POSITIONS ON THIS SCHEDULE REQUIRE A PROFESSIONAL EDUCATION CERTIFICATE)

SCHEDULE 23NN

Effective: September 01, 2019

SCHEDULE 23NN - Northshore Networks			Additional Allocation
1.	Assessment Coordination *** (Stipend Shared with SAS)	2,259	1,615

*** The stipend is a minimum amount. Buildings may supplement with additional hours, compensation or substitute time for certificated or classified as needed using additional district allocations or building funds. If the stipend is unable to be filled from amongst the certificated staff in the building, the stipend amount may be used in the same manner as the school allocation above.

Approved by the Board of Directors on: 9/9/19

**ASSIGNED RESPONSIBILITY,
DEPARTMENT HEAD,
HOURLY WORK ON SUPPLEMENTAL ASSIGNMENTS,
TECHNOLOGY RESOURCE TEACHER,
LEARNING INSTITUTE AND/OR CURRICULUM TRAINING RATE,
DISCRETIONARY ACTIVITY SCHEDULE,
SUMMER SCHOOL AND SUBSTITUTE TEACHER*
NORTHSHORE SCHOOL DISTRICT NO. 417
2019-2020 SCHOOL YEAR**

Addendum C-3
Addendum C-4
Addendum C-5
Addendum C-6
Addendum C-7
Addendum C-8
Addendum C-9

SCHEDULE 24

Effective September 1, 2019

ADDENDUM C-3 1350 Hrs.

ASSIGNED RESPONSIBILITY SCHEDULE		
		Annual Amt
FIFTH YEAR	*****	\$5,495
	Monthly	457.92
	Hrly(1,350hrs)	4.0704

ADDENDUM C-4

DEPARTMENT HEAD SCHEDULE		
ANNUAL AMOUNT	*****	\$3,077
	Monthly	\$256.42

ADDENDUM C-5

CERTIFICATED SUPPLEMENTAL ASSIGNMENTS SCHEDULE		
HOURLY RATE	*****	\$34.57

ADDENDUM C-6

TECHNOLOGY RESOURCE TEACHER		
ANNUAL AMOUNT	*****	\$1,548
	Monthly	\$129.00

ADDENDUM C-8

DISCRETIONARY ACTIVITY SCHEDULE	
	Annual Amt
Principal's Discretionary	
Elementary	\$5,233
Junior High	\$4,288
Senior High	\$3,747
Secondary Alternative	\$3,747
Building Discretionary	
Elementary	\$2,482
Junior High	\$3,548
Senior High	\$3,548
Secondary Alternative	\$3,548

ADDENDUM C-7

LEARNING INSTITUTE AND/OR CURRICULUM TRAINING RATE SUMMER SCHOOL RATE CHEMICAL HYGIENE OFFICER		
HOURLY RATE**	*****	\$49.53

** Or Employee hourly per diem if less

ADDENDUM C-9

SUBSTITUTE TEACHER RATE*		
	Hourly Rate	Daily Rate
Full Day	\$23.94	\$179.52
One-half day (3.75 hours)		\$89.76
SUBSTITUTE TEACHER LONG-TERM RATE*		
After 20 cumulative full days worked	Hourly Rate	Daily Rate
Full Day	\$26.18	\$196.35
One-half day (3.75 hours)		\$98.18
Days Worked can be Non-Consecutive		
SUBSTITUTE TEACHER - RETIREE RATE*		
	Hourly Rate	Daily Rate
Full Day	\$26.18	\$196.35
One-half day (3.75 hours)		\$98.18
FRIDAY PREMIUM		
Additional Amount		\$25.50

*All non-represented certificated substitute teaching rates of pay will be the same as substitute teachers represented by Northshore Educational Association

*Employees who provide professional development instruction shall receive the C-7 rate of pay for: one hour of preparation for a one to three-and-one half hour class, regardless of the number of times the same class is taught; two hours for preparation for a class longer than three-and-one half hours, regardless of the number of times the same class is taught; a half-hour before and after the class each time the class is taught; and all actual hours of instruction. In extenuating circumstances, such as more complex or large scale professional development, additional hours may be provided upon request.

Approved by the Board of Directors on: 9/9/19

ADDENDUM D

**COMPLAINT AGAINST AN EMPLOYEE OF
NORTHSHORE SCHOOL DISTRICT NUMBER 417**

TO: SUPERINTENDENT
NORTHSHORE SCHOOL DISTRICT NO. 417
3330 Monte Villa Parkway BOTHELL,
WASHINGTON 98021

FROM: NAME(S) _____

ADDRESS(ES) _____

TELEPHONE NUMBER(S) _____

Name of person(s) against whom complaint is made: _____

NATURE OF COMPLAINT: This should be a description, in your own words, of the grounds of your complaint, including all names, dates, and places necessary for a complete understanding of your complaint.

Has the complaint been discussed with the employee named in the complaint, their school principal, or their supervisor?

To whom have you spoken? Name(s) _____

When? Date(s) _____

What was the result of the discussion(s)?

I (we) understand that the School District may request from me (us) further information about this complaint, and if such information is available, I (we) shall present it upon request.

I (we) also understand that a copy of this complaint will be given by the School District to the person(s) against whom this complaint is being made, ands/he (they) will be given the opportunity to respond in writing to this complaint and that I (we) will receive a copy of such response from the School District.

I (we) also understand that if a hearing is held on this complaint by the School District or a committee thereof, such hearing will be held in Executive Session, with press and public excluded, and that I (we) will be informed of the time, date, and place such hearing will be held.

I (we) certify under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____, 20 _____, at _____, WA.

Signature(s) _____

(You may use additional pages to describe your complaint more fully, if you so desire.)

<p style="text-align: center;">ADDENDUM E UNUSED LEAVE COMPENSATION</p>

SECTION I - Employee Attendance Incentive Program

PROCEDURES

1. ACCUMULATION OF ILLNESS, INJURY AND EMERGENCY LEAVE
 - A. Annual leave for illness, injury and emergency shall accumulate from year to year up to one hundred eighty (180) days and may be taken at any time during the year. For the purposes of payment for such unused leave as authorized by State Regulation, such leave shall not exceed an accrual rate of more than twelve (12) days per year.
 - B. Pursuant to state regulation, for purposes of payment on a one-to-four basis for unused illness, injury or emergency leave, no more than one hundred eighty (180) days may be converted to monetary compensation.
 - C. Any leave for injury, illness or emergency accumulated up to a maximum of forty-five (45) days shall be creditable as service rendered for the purpose of determining the time at which an employee is eligible to retire, but if such leave is used for this purpose it cannot be compensated upon retirement or death.
2. ANNUAL CONVERSION OF ACCUMULATED ILLNESS, INJURY, EMERGENCY LEAVE
 - A. Each January each eligible employee may elect to receive remuneration for unused illness, injury and emergency leave accumulated in the previous calendar year.
 - B. For the purposes of conversion, the term "day" shall be based on the average number of daily hours in a work week at the time of conversion.
 - C. An eligible employee is a current employee
 - (1) Who has accumulated greater than sixty (60) days of illness, injury and emergency leave in a manner consistent with applicable law, policies and collective bargaining agreements as of the end of the previous calendar year.
 - (2) Who has accumulated illness, injury or emergency leave at a rate no greater than one (1) day per month as of the end of the previous calendar year; and
 - (3) Who provides written notice to the Payroll Office by the last workday in January of their intent to convert their excess illness, injury or emergency leave to monetary compensation.
 - D. The number of illness, injury or emergency leave days in excess of sixty (60) days that were accumulated by the employee during the previous calendar year at a maximum of twelve (12) days per year; and
 - (1) Taking the number of illness, injury, or emergency leave days in excess of sixty (60) days that were accumulated by the employee during the previous calendar year at a maximum of twelve (12) days per year; and

- (2) Subtracting there from the number of illness, injury or emergency days used by the employee during the previous calendar year.
- (3) The remainder, if positive, shall constitute the number of illness, injury or emergency leave days which may be converted to monetary compensation.

- E. Illness, injury, or emergency leave days that are eligible for conversion shall be converted to monetary compensation at the rate of twenty-five (25) percent of an employee's current daily rate of compensation for each day of eligible illness, injury or emergency leave.
- F. The rate of compensation is exclusive of supplemental pay, and exclusive of benefits such as health insurance premiums and other forms of insurance premiums.
- G. Partial days of eligible illness, injury or emergency leave shall be converted on a pro rata basis.
- H. All illness, injury, emergency leave days converted to monetary compensation pursuant to this procedure shall be deducted from an employee's accumulated illness, injury or emergency leave balance.

3. CONVERSION OF ILLNESS, INJURY, EMERGENCY LEAVE UPON RETIREMENT OR DEATH

- A. Each person who is employed by the District and who subsequently terminated employment due to retirement or death may personally, or through their estate in the event of death, elect to convert all eligible, accumulated, unused illness, injury or emergency leave days to monetary compensation.
- B. Retirement, for the purposes of this policy, shall mean commencing receiving a retirement allowance from a Washington State Retirement System or separating from service after the minimum years of service required under state law.
- C. Vested, out-of-service employees, who terminate employment but leave funds on deposit with a State Retirement System shall not be considered to have retired or to be an eligible employee.
- D. All unused illness, injury, emergency leave days that have been accumulated by an eligible employee at a rate of accumulation no greater than one day per month for a maximum of twelve days per year, less illness, injury, emergency leave previously converted pursuant to the above procedures and those credited as service rendered for retirement purposes, may be converted to monetary compensation upon the employee's termination of employment due to retirement or death.
- E. Illness, injury, emergency leave days that are eligible for conversion shall be converted to monetary compensation at the rate of twenty-five (25) percent of an employee's daily rate of compensation at the time of termination of employment for each day of eligible illness, injury, emergency leave.
- F. For purposes of conversion, the rate of compensation is exclusive of supplemental pay, and exclusive of benefits such as health insurance premiums and other forms of

insurance premiums.

- G. Partial days of eligible illness, injury, and emergency leave shall be converted on a pro rata basis.

4. POST RETIREMENT CONSIDERATIONS

- A. Monies or post-retirement medical benefits received under this section shall not be included for the purposes of computing a retirement allowance under any public retirement system in this state.

SECTION II - Personal Leave

PROCEDURES

1. ACCUMULATION OF PERSONAL LEAVE

- A. Personal leave for personal matters as described in Article 4² shall accumulate from year to year up to six days. For the purposes of this section, "days" are based on the employee's prorated work day.

2. ANNUAL CONVERSION OF PERSONAL LEAVE

- A. Each July employees may elect to receive monetary compensation for unused accumulated personal leave, provided, that the employee has at least two (2) days of accumulated leave on record as of June 30 and that the employee provides written notice to the Payroll Office by July 15 of their intent to convert their accumulated personal leave to monetary compensation.
- B. For eligible employees electing monetary compensation, the personal leave balance as of June 30 or a lesser amount of the balance if indicated by the employee shall be converted to monetary compensation at the amount of long-term daily substitute rate in increments of 3.75 hours.
- C. For purposes of conversion, the compensation is exclusive of supplemental pay, and exclusive of benefits such as health insurance premiums and other forms of insurance premiums.
- D. All personal leave converted to monetary compensation pursuant to this procedure shall be deducted from an employee's accumulated personal leave balance.
- E. TRS Plan I members are not eligible for personal leave monetary compensation for personal leave earned during the two years of service used to calculate retirement, normally the employee's last two years prior to retirement. If an employee retiring under Plan I receives personal leave monetary compensation for personal leave earned the two years of service used to calculate retirement, the district shall deduct the amount from the employee's final warrant.

3. CONVERSION OF PERSONAL LEAVE UPON DEATH

- A. The estate of the eligible deceased staff member shall receive monetary compensation for unused personal leave at the rate of the long-term daily substitute rate consistent with 2.B above.

<p style="text-align: center;">ADDENDUM F</p> <p style="text-align: center;">PROVISIONS FOR LEAVE SHARING</p>

Under the provisions of Board Policy 5406 and Administrative Procedure 5406P, RCW 28A.400.380 and Chapter 392-136A WAC, a Program is established on a voluntary basis which permits employees to donate sick leave (illness, injury or emergency) to qualified employees.

A. Eligibility for Receiving Leave

1. The employee:

- a. Suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature;
- b. Has been called to service in the uniformed services;
- c. Has the needed skills to assist in responding to a state of emergency declared anywhere within the United States by the federal or any state government, or its aftermath, and volunteers his or her services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services;
- d. Is a victim of domestic violence, sexual assault, or stalking;
- e. Is a current member of the uniformed services or is a veteran as defined under RCW 41.04.005, and is attending medical appointments or treatments for a service-connected injury or disability;
- f. Is a spouse of a current member of the uniformed services or a veteran as defined under RCW 41.04.005, who is attending medical appointments or treatments for a service-connected injury or disability and requires assistance while attending such appointments or treatment;
- g. Needs the time for parental leave; or
- h. Is sick or temporarily disabled because of pregnancy disability.

2. The employee's job is one in which sick leave can be used and accrued.

3. The employee is not eligible for time-loss compensation under chapter 51.32 RCW.

4. The employee has abided by District policies regarding the use of sick leave.

5. Sick leave has been exhausted, or will be exhausted, by the employee, except as described in Section F.2 below.

6. The condition has caused, or is likely to cause, the employee to go on leave without pay or terminate District employment.

B. Donation of Sick Leave – An employee may donate sick leave to specific individuals using the following criteria:

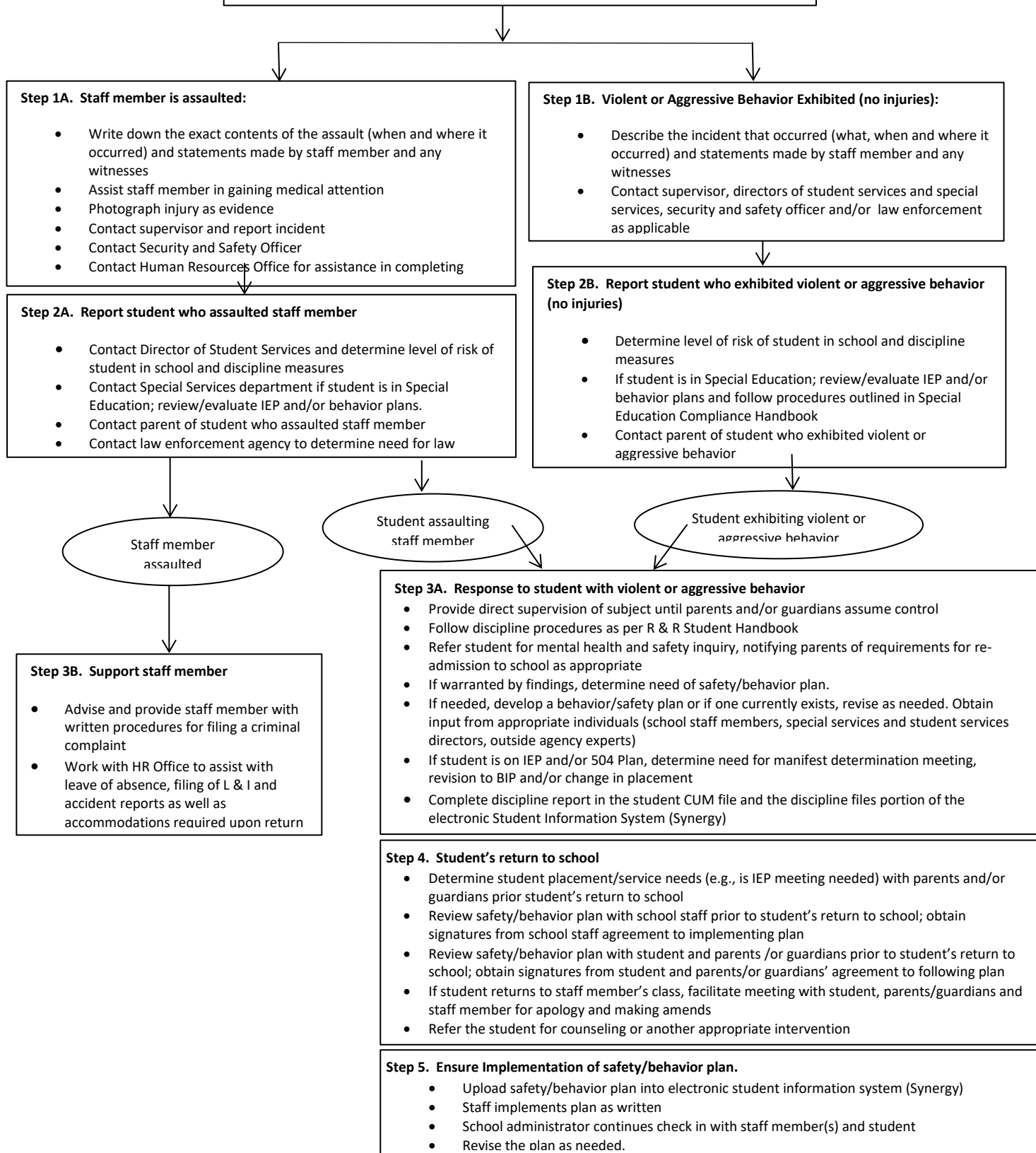
- 1. The employee must have accrued more than 176 hours of sick leave.

2. Employees may not donate an amount of sick leave that will result in their sick leave account going below 176 hours.
- C. Maximum Amount - The District shall determine the amount of shared leave a leave recipient may receive and may only authorize an employee to use up to a maximum of 522 days of shared leave during total state employment.
 - D. Documentation – The District shall require the employee or a legal representative, to submit, prior to approval or disapproval, documentation verifying the employee's eligibility for shared leave as described in WAC 392-136A-055.
 - E. Calculation
 1. The dollar value of the leave donated shall be ignored and the leave shall be calculated on an hours-donated and hours-received basis.
 2. In the event the District determines that unused shared leave should be returned to leave donors, the District shall develop a plan for prorated return of sick leave.
 - F. Exhaustion of Sick Leave
 1. Employees eligible for shared leave under the conditions described in Section A.1.a, A.1.e or A.1.f above must first use all of their accrued sick leave.
 2. Employees eligible for shared leave under the conditions described in Section A.1.g or A.1.h are not required to deplete all of their accrued sick leave and may maintain up to forty (40) hours of sick leave.

ADDENDUM G

ASSAULT REPORTING PROTOCOL/ACTION STEPS FOR ASSAULT OR VIOLENT/AGGRESSIVE BEHAVIOR

School Administrator Will Take the Following Actions



PART IV. RESPONSE TO ASSAULT OR VIOLENT/AGGRESSIVE BEHAVIOR

STAFF MEMBER ASSAULTED BY STUDENT	STUDENT ASSAULTED STAFF MEMBER	STUDENT EXHIBITED VIOLENT OR AGGRESSIVE BEHAVIOR
<input type="checkbox"/> Write down the exact contents of the assault (when and where it occurred) and statements made by staff member and any witnesses <input type="checkbox"/> Assist staff member in gaining medical attention <input type="checkbox"/> Contact supervisor and report incident <input type="checkbox"/> Contact Security and Safety Officer <input type="checkbox"/> Contact Human Resources Office for assistance in completing L & I Incident Report <input type="checkbox"/> Advise staff member procedures for filing a criminal complaint <input type="checkbox"/> Work with HR Office to assist with leave of absence, filing of L & I and accident reports as well as accommodations required upon return Documentation <input type="checkbox"/> Complete and send in L & I report	<input type="checkbox"/> Write down the exact contents of the assault (when and where it occurred) and statements made by staff member and any witnesses <input type="checkbox"/> Contact Director of Student Services and determine level of risk of student in school and discipline measures <input type="checkbox"/> Contact Special Services department if student is in Special Education; review/evaluate IEP and/or behavior plans. <input type="checkbox"/> Contact parent of student who assaulted staff member <input type="checkbox"/> Contact law enforcement agency to determine need for law enforcement action <input type="checkbox"/> Provide direct supervision of subject until parents and/or guardians assume control <input type="checkbox"/> Follow discipline procedures as per R & R Student Handbook <input type="checkbox"/> Refer student for mental health and safety inquiry, notifying parents of requirements for re-admission to school as appropriate <input type="checkbox"/> If warranted by findings, determine need of safety/behavior plan. <input type="checkbox"/> If needed, develop a behavior/safety plan or if one currently exists, revise as needed. <input type="checkbox"/> Obtain input from appropriate individuals (school staff members, special services and student services directors, outside agency experts) <input type="checkbox"/> If student is on IEP and/or 504 Plan, determine need for manifest determination hearing <input type="checkbox"/> Determine student placement/service needs (e.g., is IEP meeting needed) with parents and/or guardians prior student's return to school <input type="checkbox"/> Review safety/behavior plan with school staff prior to student's return to school; obtain signatures from school staff agreement to implementing plan <input type="checkbox"/> Review safety/behavior plan with student and parents /or guardians prior to student's return to school; obtain signatures from student and parents/or guardians' agreement to following plan <input type="checkbox"/> If student returns to staff member's class, facilitate meeting with student, parents/guardians and staff member for apology and making amends <input type="checkbox"/> Refer the student for counseling or another appropriate intervention <input type="checkbox"/> Complete discipline report in the student CUM file and the discipline files portion of the electronic Student Information System (Synergy) <input type="checkbox"/> Upload safety/behavior plan into electronic student information system (Synergy) <input type="checkbox"/> Staff implements plan as written <input type="checkbox"/> School administrator continues check in with staff member(s) and student <input type="checkbox"/> Revise the plan as needed	<input type="checkbox"/> Describe the incident that occurred (what, when and where it occurred) and statements made by staff member and any witnesses <input type="checkbox"/> Contact supervisor, directors of student services and special services, security and safety officer and/or law enforcement as applicable <input type="checkbox"/> Determine level of risk of student in school and discipline measures <input type="checkbox"/> If student is in Special Education; review/evaluate IEP and/or behavior plans and follow procedures outlined in Special Education Compliance Handbook <input type="checkbox"/> Contact parent of student who exhibited violent or aggressive behavior <input type="checkbox"/> Provide direct supervision of subject until parents and/or guardians assume control <input type="checkbox"/> Follow discipline procedures as per R & R Student Handbook <input type="checkbox"/> Refer student for mental health and safety inquiry, notifying parents of requirements for re-admission to school as appropriate <input type="checkbox"/> If warranted by findings, determine need of safety/behavior plan; develop a behavior/safety plan or if one currently exists, revise as needed. <input type="checkbox"/> Obtain input from appropriate individuals (school staff members, special services and student services directors, outside agency experts) <input type="checkbox"/> If student is on IEP and/or 504 Plan, determine need for manifest determination hearing, revision to BIP and/or change in placement <input type="checkbox"/> Determine student placement/service needs (e.g., is IEP meeting needed) with parents and/or guardians prior student's return to school <input type="checkbox"/> Review safety/behavior plan with school staff prior to student's return to school; obtain signatures from school staff agreement to implementing plan <input type="checkbox"/> Review safety/behavior plan with student and parents /or guardians prior to student's return to school; obtain signatures from student and parents/or guardians' agreement to following plan <input type="checkbox"/> If student returns to staff member's class, facilitate meeting with student, parents/guardians and staff member for apology and making amends <input type="checkbox"/> Refer the student for counseling or another appropriate intervention <input type="checkbox"/> Complete discipline report in the student CUM file and the discipline files portion of the electronic Student Information System (Synergy) <input type="checkbox"/> Upload safety/behavior plan into electronic student information system (Synergy)
Print name of administrator: _____ Date: _____ Signature of administrator: _____ <i>Signature indicates above actions have been taken and completed.)</i>		

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

ADDENDUM I

Defining the Roles and Responsibilities of High School Counselors and Learning Center Teachers

Major Activities	Counselor	LC Teacher	Collaboration
ADVISING: Course Selection and Scheduling	<ul style="list-style-type: none"> • Gen Ed class presentations on course selection • Provide information and advice on credit retrieval options • Provide information and advice on WaNIC and satellite programs • Provide students with Running Start information, helping students to enroll and sign Enrollment Verification form each time student registers • Conduct 3rd year math meetings 		<ul style="list-style-type: none"> • Counselors consult with LC teachers on student skills and abilities to access credit retrieval options
	<ul style="list-style-type: none"> • Utilize student course selection/option form to develop student schedule – pre-registration • Review schedules that have open periods and advise students of appropriate offering 	<ul style="list-style-type: none"> • Support students in filling out selection/option form • Recommend specific classes to students based on IEP transition plan • Placement in SPED classes based on IEP goals • Review schedules of students on caseload 	<ul style="list-style-type: none"> • LC teachers give counselors list of students recommended for LC classes and Academic Labs • LC teachers provide info to counselors on accommodations and how the student can best be supported in their core courses

Major Activities	Counselor	LC Teacher	Collaboration
MONITORING: Diploma Requirements for Graduation		<ul style="list-style-type: none"> Create transition plans with appropriate courses of study using diploma summary and transition assessment Work with JH LC Case Managers to determine appropriate courses of study for 10th grade and revise transition plan as needed 	<ul style="list-style-type: none"> OIS shares student's Career Cruising information with LC teachers for transition plans LC Dept Head collects information about students returning beyond initial graduation date and shares with counselors and Registrar. Registrar enters into eSIS new projected grad year and adds MRK code to student's information
	<ul style="list-style-type: none"> Classroom presentations: how to read transcripts; how to meet graduation requirements (credits); planning Planning Night for HS and Beyond for parents on graduation requirements Track credits and other requirements for graduation and send home letter to parent/guardian 		<ul style="list-style-type: none"> Counselor gives a copy of letters to LC Dept Head

Major Activities	Counselor	LC Teacher	Collaboration
MONITORING: Diploma Requirements for Graduation (Continued)		<ul style="list-style-type: none"> LC teachers work with gen education teachers and parents on use of IEP grades and the impact on post high school opportunities/options 	
	<ul style="list-style-type: none"> Monitor progress for meeting state testing requirements Advise students on CAA options (gen ed and LC students) 	<ul style="list-style-type: none"> Determine state CIA testing options based on IEP areas and qualifications (psych reports); discuss with parents/guardians Write/Add CIA option into IEP if needed 	<ul style="list-style-type: none"> LC Dept Head works with Testing Coordinator to determine alternate assessments to be used for each student and accommodations needed based on IEP
	<ul style="list-style-type: none"> Monitors progress towards meeting graduation requirements including CP and HS and Beyond Plans (with input from CP Coordinator and OIS) 	<ul style="list-style-type: none"> Support students in organization of CP, re-teaching areas in CP (<i>if related to IEP goals</i>) and initiate an alternate scoring rubric <i>as appropriate</i> <i>Follow up with students who have not completed HS and Beyond Plan</i> Link HS and Beyond Plan to IEP Transition Plan 	

Major Activities	Counselor	LC Teacher	Collaboration
TEACHING:	<ul style="list-style-type: none"> Classroom presentations: how to read transcripts; how to meet graduation requirements (credits); planning 	<ul style="list-style-type: none"> Provide specially designed instruction in reading math, written language, social skills, and organization skills based on students' IEP goals. This may occur in a special education content class, Academic Lab, or in-class support in a general education class. Collect data on student's progress toward their goals and modify SDI accordingly. Work with general education teachers to modify the curriculum. IEP case manager gives each general education teacher the student's accommodation page. 	
	<ul style="list-style-type: none"> OIS provide instruction and ongoing support in Career Cruising to LC students. 	<ul style="list-style-type: none"> Provide instruction/guidance in transition skills 	

Major Activities	Counselor	LC Teacher	Collaboration
SOCIAL/EMOTIONAL RESOURCES AND SUPPORT	<ul style="list-style-type: none"> Counselor supports students and parents in addressing barriers to learning (e.g., providing additional resources and strategies) 		<ul style="list-style-type: none"> LC teacher involves counselor and/or school psych in the development of behavior plan as it relates to social/emotional development

ADDENDUM J

Elementary Textbook Manager Duties

Textbook manager duties shall be as follows:

- Work with the District's Curriculum and Instruction administrator to provide support to teachers inventorying their materials.
- Facilitate the shuffle of materials between grade levels and teachers as needed.
- Work with the Office Manager and Curriculum and Instruction to facilitate the return of excess materials.
- Work with the Office Manager who orders replacement and startup materials for the subsequent school year.
- Work with the Office Manager to manage and check out materials for delivery to teachers.

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