

COLLECTIVE BARGAINING AGREEMENT

September 1, 2016 – August 31, 2019

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, 2016– August 31, 2019**

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 hereby 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. Such representation shall exclude supervisory certificated individuals such as the Superintendent, Deputy Superintendent, Assistant Superintendents, Executive Directors, Directors, Assistant Directors, Supervisors/Managers, Principals, and Assistant Principals.

ARTICLE 3 SEVERABILITY

- 3.1 If any provision 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.
- 3.2 If any provision of this Agreement is so held to be contrary to law, the parties shall, by mutual consent, commence bargaining on said provision as soon thereafter as is reasonably possible.

ARTICLE 4 STATUS OF THE AGREEMENT

- 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.

ARTICLE 5 MAINTENANCE OF STANDARDS

- 5.1 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.

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 shall be issued with a provision that allows for adjustments to the employment contract 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 to 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 36 - 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 his or her designee shall meet with the Superintendent and/or his or her 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 DEFINITIONS

- 9.1 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 eighty (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 55.
 - 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. "True per diem" means one/one hundred eighty (1/180) or appropriate fraction thereof, of the total contracted salary indicated on the employee's I.E.C.
 - 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 10 ASSOCIATION SECURITY

- 10.1 For the duration of this Agreement, the District and the Association hereby establish an agency shop relationship for purposes of Association security, as provided in Article 11 (Dues and Representation Fees).

ARTICLE 11 DUES AND REPRESENTATION FEES

- 11.1 Within five (5) days of execution of this Agreement or by September 10, whichever date comes last, the Association shall give written notice to the District of the dollar amount of dues required for Association membership and of representation fees.
- 11.2 Within ten (10) days of commencement of employment or the beginning of the school year, whichever date is later, each employee, with the exception of substitute employment, shall sign and deliver to the District an assignment of wages authorizing payroll deduction of Association dues or representation fees. Receipt of such individual assignment shall be a condition precedent to the District's obligation to deduct and transmit to the Association dues and representation fees.
- 11.3 If an employee fails to submit such assignment of wages within the above-stated time limits or if an employee revokes such assignment pursuant to Section 11.9 below, the District agrees to deduct from the salary of said employee a representation fee equivalent to the dues required for Association membership and to transmit such fee to the Association.
- 11.4 Employees who choose to pay Association dues by means other than payroll deduction shall do so within the above-stated time limits; the Association shall then notify the District about said employees whose pay shall not be subject to Association membership dues deduction.
- 11.5 The right of non-association of employees based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member shall be recognized. Each such employee shall pay an amount of money equivalent to regular dues and fees to a nonreligious charity or to another charitable organization as mutually agreed upon by the employee affected and the Association. The employee shall furnish the District written proof that such payment has been made. If the employee and the Association do not reach agreement on the charitable organization, they shall submit the matter to the Public Employment Relations Commission, which body shall designate the charitable organization; the Association shall then notify the District of that designation.
- 11.6 Association membership dues or representation fees shall be deducted from each employee's pay beginning with the pay period for September and transmitted to the Association as provided by Section 11.8 below, unless 11.4 or 11.5 applies.

- 11.7 Dues and representation fees 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 and representation fees for each month served.
- 11.8 The District shall transmit to the Association on a monthly basis the membership dues and representation fees from employees which have been deducted in accordance with this Agreement, using those forms provided by the Association, which may appoint for purposes of membership dues, representation fees, 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.
- 11.9 An assignment of wages authorizing payroll deduction of Association dues or representation fees shall continue in effect from year to year unless the employee 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.

ARTICLE 12 CONTRACTING OUT

- 12.1 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.
- 12.2 Aides or other Paraeducator personnel will be employed only for the purpose of providing supportive services for certificated employees and under their direct supervision.

ARTICLE 13 NO STRIKES

- 13.1 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.
- 13.2 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 14 DISTRICT RIGHTS

- 14.1 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.

- 14.2 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.
- 14.3 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 15 ASSOCIATION RIGHTS

- 15.1 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.
- 15.2 The Association shall have the right to use intra-district mail services, faculty room bulletin boards, and employee mailboxes for communications with employees; provided, however, that in the event the Association, its officers, or agents, acting individually or in concert with each other, engage in a strike, work slowdown or stoppage, the right to use intra-district mail services, faculty room bulletin boards, and employee mailboxes may be terminated by the District after consulting with the Association to determine that action being taken is by the Association or for the Association. The Association and employees shall have the right to use District e-mail for Association business under the same conditions as, and consistent with, 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. 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.
- 15.3 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.
- 15.4 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.
- 15.5 The Association shall have the right to designate up to five (5) employees, who shall be released from assigned duties for the purposes of bargaining with the District at mutually agreeable times.
- 15.6 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.

- 15.7 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.
- 15.8 The Association may participate in the orientation of new teachers.
- 15.9 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.
- 15.10 The Association hereby declares and promises that it shall 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 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.

ARTICLE 16 LABOR MANAGEMENT COUNCIL

- 16.1 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.
- 16.2 Commitment to How We Will Do Business
 - 16.2.1 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.
 - 16.2.2 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).
 - 16.2.3 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.
 - 16.2.4 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.

- 16.2.5 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.
- 16.2.6 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.
- 16.2.7 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.
- 16.3 The District and Association agree to maintain a Labor Management Council for the purpose of problem solving mutually agreed upon issues, assessing mutual needs, and facilitating communication between the parties. The Labor Management Council will not engage in negotiations or in grievance resolutions unless mutually agreed upon by both parties.
- 16.4 The Labor Management Council will meet on a monthly basis and will be comprised of up to five (5) administrators from the District and up to five (5) representatives from the Association. The co-chairs of the Labor Management Council will be the Association President and the Superintendent or his/her designee.
- 16.5 Agendas will be developed by the Labor Management Council 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. Labor Management meetings will be used in the 2016-17 school year to discuss productive structures for joint bargaining, including but not limited to potential interest-based solutions discussed after the joint interest-based bargaining training.
- 16.6 The Labor Management Council 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.
- If the association raises concerns, the parties shall attempt to resolve the matter pursuant to this Article.
- 16.7 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.

- 16.8 In the event NSEA brings concerns regarding building climate to the Labor Management Council, the parties shall mutually develop a joint plan of action to address the concerns.

ARTICLE 17 SHARED DECISION MAKING

See Article 25 regarding Department Heads.

- 17.1 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).

- 17.1.1 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.

17.2 Responsibilities

- 17.2.1 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

17.2.2 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 Decision Making Processes
- 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.

17.2.3 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)

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

17.2.5 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.

17.3 **Processes**

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

- Operating principles for the school's decision making process that identifies how decisions will be made and that holds all SDLT members accountable.
- A calendar of 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 in a notebook available at any time for staff review.
- How the SDLT shall determine when there is a need for resources or process assistance from the Labor Management Council.

17.4 **Membership**

- 17.4.1 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.

17.5 **Limitations of SDLT Authority**

- 17.5.1 The parties agree that each cannot set aside their legal responsibilities; therefore, it is understood that unless waivers are made as outlined in Section 17.6, 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

17.6 **Waivers**

- 17.6.1 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.).

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

- 17.6.3 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;
- Rationale 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 teaching and learning created by this waiver.

- 17.6.4 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.

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

ARTICLE 18 WORK YEAR

Refer to Addendum D (2016-17 School Year Calendar)

- 18.1 Base Contract: The school work year for employees shall be one hundred eighty (180) days, as specified on the approved District Calendar, Addendum D. Less than full-time staff shall be eligible for a pro rata share of the one hundred eighty (180) days.
- 18.2 Responsibility Contract: Each employee shall be paid on a supplemental contract for responsibilities performed outside the contracted workday and/or work year, including but not limited to:
- A. Preparation for school opening and semester transitions.
 - B. Work connected with the conclusion of the school year.
 - C. Conferencing with parents beyond the contracted work day, including phone conferences.
 - D. Participation in student and PTA activities.
 - E. Providing individual assistance to students beyond the contracted work day.
 - F. Evaluation of special projects and student progress at grading periods.
 - G. Workshops, classes and inservice work, with or without credit.
 - H. Researching educational materials, supplies; preparation of curriculum.
 - I. Improving and maintaining professional skills.
 - J. Preparation and revision of materials.
 - K. Planning with other staff in areas of instruction and curriculum.
 - L. Working with computers and other technology as related to educational uses.

- M. Attending District-connected meetings such as PTA, Open House.
- N. Participation on, preparation for, or work subsequent to District/Association Committees.
- O. Attendance at multi-disciplinary meetings when such meetings extend beyond the normal work day.
- P. New teacher orientation.
- Q. Unreimbursed Department Head duties.
- R. The posting of online grades for viewing by parents, students and staff.
- S. Posting assessment scores on the student information system or inputting running records.

- 18.2.1 The responsibility contract will be paid according to Schedule 29B – The Responsibility Factor Schedule. For employees working less than full-time, this stipend shall be prorated.
- 18.2.2 In this contract is a requirement for staff to remain technologically current. This stipend will include an amount equal to 2.2% 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.
- 18.2.3 Included within the Responsibility Contract is fifteen (15) hours (1.1% of base salary) intended to off-set the increase of the regular workday on student school days to seven hours and thirty five minutes pursuant to Section 19.14.2.
- 18.2.4 Each cell of the 2016-17 responsibility contract schedule shall be calculated as the corresponding cell on the 2015-16 responsibility factor schedule increased by 3% of the corresponding cell on the 2015-16 base schedule. The adjustments for cells at year 17 and above are calculated off the year 16 cells of the base schedule.
- 18.2.5 For the 2017-18 school year, each cell on the previous year's responsibility contract schedule shall be increased by 3% of the corresponding cell on the 2016-17 base schedule. The adjustments for cells at year 17 and above are calculated off the year 16 cells of the base schedule.
- 18.2.6 For the 2018-19 school year, each cell on the previous year's responsibility contract schedule shall be increased by 4% of the corresponding cell on the 2017-18 base schedule. The adjustments for cells at year 17 and above are calculated off the year 16 cells of the base schedule.
- 18.2.7 For the 2017-18 and 2018-19 school years, the rates and stipends in Addendums C-2 through C-8 (also known as Schedules 23EL, 23JH, 23SH, 23SA, 23NN, and Schedule 24 shall be increased by the same percentage increase as the base

schedule for that year. This increase shall apply to Addendum C-9 (substitute teacher rate) for the 2018-19 school year but not the 2017-18 school year because of a specific increase negotiated for that year.

- 18.3 Supplemental Work Days: Each employee shall be paid a supplemental contract for five (5) additional 7.5 non-student work days beyond the base contract year at the employee's full per diem rate of pay. 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.
- 18.3.1 Three (3) of these days shall be for individually-directed work (including grading). Each employee may use their professional judgment 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.
- 18.3.2 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.
- 18.3.3 One (1) of these days shall be District-directed.
- 18.4 Pay for the five (5) supplemental contract days identified in Section 18.3 and the Responsibility Contract identified in Section 18.2 shall be made in twelve (12) regular installments. The performance of services rendered shall be verified on District-prescribed forms.
- 18.5 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.
- 18.6 If a change in the approved District calendar (Addendum D) 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.
- 18.7 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 18.3) 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.

- 18.8 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.
- 18.8.1 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 midterm progress report for elementary schools shall be utilized only for students who are presently below standard in one or more areas, or for whom an improvement in behavior needs to be communicated formally. Teachers shall have three days plus a weekend following the last day of the reporting period to input grades. Grades are due by midnight on the third day. In the event of unexpected technology issues or other extenuating circumstances, the District and Association will confer to extend this period.
- 18.8.2 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.
- 18.8.3 The calendar shall designate which student release occurrences are Individually-SDLT- or District-Directed.

ARTICLE 19 WORK DAY

- 19.1 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. 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.
- 19.2 SECONDARY (7-12 in 2016-17; 6-12 beginning in 2017-18): 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) preparations (or three (3) 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, Music, Physical Education, Study Hall, Distance Learning and Northshore Networks teachers are excluded from the additional preparation stipend.

Whenever practical, the District shall not assign more than two preparations to an employee in his or her 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.

- 19.3 ELEMENTARY (K-6/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 grandfathered 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 grandfathered 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).

- 19.3.1 All elementary employees shall be scheduled at least one (1) fifteen (15) minute relief period each day, either at midmorning or midafternoon.
- 19.3.2 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.
- 19.3.3 Kindergarten teachers teaching in the half-day Kindergarten Program will be provided six (6) full days without students for the purpose of preparation and conferencing with parents.
- 19.3.4 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.
- 19.4 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.

- 19.4.1 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.
- 19.4.2 Employees shall not be required to drive students.
- 19.5 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.
- 19.5.1 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.
- 19.6 All employees shall have a duty-free lunch period of not less than thirty (30) minutes.
- 19.7 The District shall grant all special education classroom teaching staff nine (9) days of substitute 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.” At the end of the year, unused days shall be cashed out at the long-term substitute rate on the July pay warrant.

- 19.8 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.
- 19.9 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.
- 19.9.1 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.
- 19.10 Any employee supervising students at a workshop, seminar, or clinic related to his or her employment responsibilities but extending beyond contracted time, shall receive full reimbursement for his or her registration, materials, meals, lodging and transportation, provided that a prior travel authorization has been obtained.
- 19.10.1 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 his or her employment shall receive full reimbursement from the employer for his or her tuition, books, meals, lodging and transportation.
- 19.11 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.
- 19.12 In addition to the work day time established in 19.1, employees may be required to attend one (1) school open house per year.
- 19.13 In addition to the work day time established in 19.1, building administrators may require employees to attend faculty meetings that extend beyond the work day for a maximum of eight (8) hours per year and no more than one (1) hour per month. No single meeting shall extend more than thirty (30) minutes before or after the work day. Such required meetings may begin or end during the work day time before or after the school day identified in Section 19.1, 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.

19.14 Weekly Student Release

19.14.1 Weekly student release time shall be incorporated into the calendar decision making under Section 18.6. 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.

19.14.2 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.

19.14.3 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, SDLT, or centrally by the District 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.

19.14.4 SDLT-Directed Time

- A. Eight (8) 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 17.3.1, 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 two-thirds of the SDLT-directed time. Agendas and minutes from these meetings shall be shared with building administrators.

19.14.5 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 FTE 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.

19.14.6 Principal-Directed Time

- A. Two (2) 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 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.

- 19.14.7 One of the primary purposes of restructuring the school week 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.
- 19.15 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.
- 19.16 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 Directors | 12 | OT/PT | 3 |
| TOSA | 10 | Athletic Directors | 10 | 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.
- 19.17 Serving as a "District Representative" for IEP or 504 meetings in the principal's absence shall be voluntary.

ARTICLE 20 EMPLOYEE WORK LOADS

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

- 20.1 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.

20.2

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 4-6 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
4-6	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.

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

Science kits designed for split classes shall be provided. The Curriculum and Materials Adoption Committee shall take the necessary steps to ensure that any required curricula address the needs of split classes.

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

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 24 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.

20.2.1

SECONDARY WORK LOADS – (Junior and Senior High School)

Whenever the number of pupils assigned to a full time (1.0 FTE) junior or senior 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.

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 junior high/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

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

20.2.3 Secondary Counselor Workload: High school counselors (not including SAS and Northshore Networks) will be provided on a 1 to 365 ratio and junior high/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). All secondary schools shall have at least 2.0 FTE counselors (not including SAS and Northshore Networks).

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.

20.2.4 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.

20.2.5 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.

20.2.6 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 20, Section 20.2.6, the parties shall negotiate a solution.

20.2.7 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.

20.2.8 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.

20.2.9 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.

20.3 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.

20.3.1 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.

20.3.2 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.

20.3.3 Workload for special education teachers will be defined using the information in Section 20.3.3.1, paragraphs A-M, below. For the 2016-17 school year, "elementary" refers to programs serving students in grades K-6 and "secondary" refers to programs

serving students in grades 7-12. For the 2017-18 school year and beyond, “elementary” refers to programs serving students in grades K-5 and “secondary” refers to programs serving students in grades 6-12. For the 2016-17 school year, “primary” elementary mid-level classes will serve students in grades 1-3 and “intermediate” elementary mid-level classes will serve students in grades 4-6. For the 2017-18 school year and beyond, “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.

20.3.3.1

- 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) IEPs per full time certificated teacher.

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. HALF-DAY KINDERGARTEN MID-LEVEL BLENDED CLASSES (2016-17 ONLY) - Twelve (12) IEPs per AM or PM session per full-time certificated teacher and two 6.5 hour Paraeducators.

When the number of IEPs assigned exceeds twelve (12) per session 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.

Effective with the 2017-18 school year, this program option will be discontinued.

- D. ELEMENTARY LEARNING CENTERS – Twenty-five (25) IEPs per full time certificated 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.

- E. ELEMENTARY BLENDED MID-LEVEL CLASSES - Twelve (12) IEPs per full-time certificated teacher and two 6.5 hour 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.

F. 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.

G. 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.

H. ELEMENTARY 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.

- I. SECONDARY LEARNING CENTERS – Twenty-seven (27) IEPs per full time certificated teacher. A 6.5 hour per day Paraeducator will be provided for each twenty-seven (27) IEPs, with a minimum of two (2) 6.5 hour paraeducators for each junior high/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-four (54) at a junior high/middle school or eighty-one (81) 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 27 (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-seven (27) (e.g., 81, 108) is exceeded by thirteen (13), so that a Paraeducator is provided at the halfway point to the next multiple of twenty-seven (27).

When the number of IEPs assigned exceeds thirty (30) for more than ten (10) consecutive days, relief will be \$760 per semester.

When the number of IEPs assigned exceeds thirty-three (33) 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.

- J. SECONDARY MID-LEVEL CLASSES - Ten (10) IEPs per full-time certificated teacher and 6.5 hours of Paraeducator time. In the event there are no District-employed one-on-one Paraeducators assigned to a student within the class, a second 6.5 hour Paraeducator shall be provided.

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.

- K. 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.

- L. SECONDARY POSITIVE BEHAVIOR SUPPORT CLASS –Ten (10) IEPs per full-time certificated teacher and 6.5 hours of Paraeducator time. In the event there are no District-employed one-on-one Paraeducators assigned to a student within the class, a second 6.5 hour Paraeducator shall be provided.

When the number of IEPs assigned exceeds (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

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 on Secondary Mid-Level Programs for additional provisions.

- M. OBSERVATIONS – Special education teachers shall have the opportunity to observe incoming students and meet with their teachers with their IEP release days.
- N. During the 2016-17 school year, the District shall, in consultation with the SEAT, develop and publish clear definitions of all special education program options.

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

- A. OCCUPATIONAL THERAPIST/PHYSICAL THERAPIST - direct student contact/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 49 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. When the department IEP count exceeds the caseload average based upon the staffing FTE, a pool of 100 hours will be created to pay individual SLPs according to Addendum C-7 to complete assessments, (i.e., 20 FTEs x 49 = 980 IEP department count.)

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

- C. SCHOOL PSYCHOLOGISTS – The District shall employ a 1.0 FTE school psychologist for each 1,100 FTE K-12 students (excluding Running Start, dropout reengagement) for the 2016-17 school year; and not less than 1.0 FTE for each 1,050 FTE K-12 students (excluding Running Start, dropout reengagement) in the 2017-18 school year and subsequent years. In addition, the District shall employ not less than a .5 FTE psychologist for the Pre-School Assessment Team and a .5 FTE “floater” to assist as needed to account for unanticipated students and growth.

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, in consultation with the School Psychologist Department Head and a School Psychologist representative. 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.

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.

D. The Early Childhood Center Assessment Team shall be staffed with a minimum of a .5 FTE Psychologist and a .3 FTE Speech Language Pathologist (SLP). This staffing is additional to other staffing formulas for Psychologist and SLP FTE, and may be augmented by staffing from those formulas.

E. AUDIOLOGIST – 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.

20.4 Special 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.

20.5 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.

20.5.1 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.

20.5.2 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. Music and study hall classes shall be an exception to this provision.

- 20.5.3 The respective roles of high school counselors and learning center teachers are described in Appendix J: "Defining the Roles and Responsibilities of High School Counselors and Learning Center Teachers."

20.6 PROCEDURES FOR INCLUSION OF STUDENTS WITH DISABILITIES

- A. The District and its teachers recognize the legal mandate and value of educating students with disabilities in the least restrictive environment as appropriate for the educational needs of the student. The District shall maintain a continuum of services available to special education students in the District. The District shall educate staff and parents on the appropriateness of various special education program options for students, expectations of staff and parents, resources for inservice and training, and questions or criteria to consider in making placement decisions. The District shall distribute and make its procedures for the identification, placement and education of students with disabilities available to all staff and parents.
- B. General education classroom teachers will be invited to be included in IEP teams for the development of the IEP as required by current laws and district procedures. Special education teachers and specialists are responsible for designing and monitoring the specially designed instruction for a student eligible for special education. Special education teachers/specialists will assist general education teachers in adapting and modifying curriculum materials upon request, provide resource materials, and provide specially designed instruction. Special education teachers and specialists are responsible for writing and implementing the IEP as well as monitoring and reporting progress on all IEP goal areas.
- C. IEP teams will review each student's placement at least annually to determine whether the student's program continues to be appropriate and meet the student's physical, academic, social, and psychological needs. If not, the IEP team will reassess their decision and explore alternative program options. If the IEP team feels that another program better meets the student's needs, the IEP team will recommend the alternative program as more appropriate for the student. An IEP amendment will be written.
- D. Accommodations in the general education classroom necessary for the appropriate education of students with disabilities will be identified in individual education plans (IEPs) and Section 504 plans. General education teachers will be included in the development, identification and implementation of these accommodations in accordance with current laws and district procedures. Case managers will communicate with general education teachers regarding the implementation of these accommodations.

- E. The role of the general education teacher is to teach the entire class and help students who are eligible for special education be included as a full member of that learning community. The general education classroom teacher must have access to and opportunity for input on the specific IEP goals and objectives for the particular student. The general education teacher must have access to resources and support which are necessary to successfully serve the student in his or her classroom.
- F. As a general matter, general education teachers shall respond to contacts from parents of special education students regarding issues in the general education class. The IEP case manager is the primary contact for the parents and/or agency providers for matters related to the student's IEP. School administrators or counselors are the primary contact for families for issues related to the student's general well-being at the school.

20.7 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.

20.8 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.

20.9 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 his or her 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.

20.10 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.

- 20.12 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.
- 20.13 The District shall have a plan for centrally-managing textbook and curriculum inventory to reduce workload for employees.
- 20.14 For the duration of the current collective bargaining agreement, the District shall provide \$18,000 per high school and \$5,000 per junior high/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.
- 20.15 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.
- 20.16 The district shall fund the equivalent of two (2) days of release time at the long-term substitute rate of pay for all International Baccalaureate (IB) teachers who administer internal assessments. The number of days shall be determined by adding the number of teachers who administer internal tests for Juniors and those who administer internal tests for Seniors, then multiplying this sum by 2 days. The entire sum shall be allocated to the IB Program to be pooled and distributed by a process determined by the IB teachers and led by the IB Coordinators.
- 20.17 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.

CASELOAD/OVERLOAD MATRIX

This matrix is a summary of the text found in Article 20. 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 #1)
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 4-6	27:1	28:1	29:1	1.5 days per semester (at Step #1)
Northshore Networks	25:1 (See Section 20.2.8)			
District Assigned Split Classes	\$900 per semester plus 2 hours of Paraeducator time (See Article 20.)			
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 24 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.
Half-Day Kindergarten Mid-level Blended Classes (2016-17 only)	12:1 per AM and PM session 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 21 IEPs, a 1.0 Cert and a 6.5 hour Paraeducator 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 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.
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 (ESA'S)	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	27:1 and 6.5 hours of Paraeducator time, with a minimum of two 6.5 Paraeducators at each junior high/middle school and three 6.5 hour Paraeducators at each high school.	31:1	34:1 An additional 4-hour Paraeducator will be added when the number of IEPs beyond a multiple of 27 (e.g. 54 at JH/MS, 81 at HS, etc.) is exceeded by 13.
Secondary Mid-level Classes	10:1 and one 6.5 hour 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 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)	49:1	Additional pay of \$250 per semester per each additional 5 IEPs over 49 (i.e., 54:1, 59:1, etc.).

SPECIALIST SUPPORT (ESA'S)	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	1:1100 K-12 FTE in 16-17, 1:1050 K-12 FTE in 17-18, plus .5 additional FTE for Early Childhood and a .5 additional FTE Floater. See Article 20.3.4 (C)	See Article 20.3.4 (C)	
Secondary Counselors	High School (not including SAS and NN), 1:365 (Headcount) Junior High/Middle School, 1:375 (Headcount) Minimum of 2.0 FTE (except for SAS and NN) SAS: 1 Counselor See Article 20.2.3	See Article 20.2.3	

ARTICLE 21 CERTIFICATED SUBSTITUTES

21.1 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 21.

21.2 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.

21.3 SUBSTITUTE TEACHER HANDBOOK

- A. All substitutes shall be provided a copy of the Northshore School District Substitute Handbook.
- B. Upon becoming members of the Association, substitutes shall be provided with this Article of the Collective Bargaining Agreement.
- C. Substitutes may submit suggestions to the Substitute Office for revisions of the handbook.

21.4 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 his/her 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 sixty (60) 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. 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.
 - c. 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.

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 his/her 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 he/she 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.

21.5

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.

21.6

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.

21.7

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.

21.8

SERVICE APPLICATION TO HIRING

21.8.1

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.

21.9

SUBSTITUTE GRIEVANCE PROCEDURE

21.9.1

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.

21.9.2 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 his/her 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.

21.9.3 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 his/her designee within ten (10) school days. The Superintendent or his/her 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.

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. 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

21.9.4 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 his/her 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. He/she 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 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.

21.9.5 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.

21.9.6 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.

21.9.7 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.

21.9.8 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 his/her favor, provided that the arbitrator determines that the grievant's claim is arbitrable. Failure of the grievant to observe time limits shall terminate his/her 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.

21.9.9 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.

21.9.10 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.

21.9.11 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.

21.9.12 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.

21.10 PROFESSIONAL DEVELOPMENT

- 21.10.1
- 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 he or she is replacing.

ARTICLE 22 EDUCATIONAL EMPLOYEE RIGHTS AND RESPONSIBILITIES
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- 22.1 The rights granted to employees hereunder shall be in addition to those provided elsewhere.
- 22.2 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.
- 22.3 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.
- 22.4 The District recognizes the right of each employee to enjoy fair and equitable treatment without regard to age, race, color, creed, religion, national origin, sex, sexual orientation (including gender expression or identity), genetic information, marital status, honorably discharged veteran or military status, or the presence of sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification, in accordance with this Agreement and federal and state law.
- 22.5 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 his/her own choice, provided that this right shall not be exercised in a manner designed to unnecessarily delay disciplinary proceedings.
- 22.6 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.

- 22.7 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.
- 22.8 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.
- 22.9 Employees shall be responsible to exercise their professional judgment to:
 - 22.9.1 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.
 - 22.9.2 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.
 - 22.9.3 Hold accountable students under their supervision while in school.
 - 22.9.4 Require excuses from minor students in cases of absence, tardiness, or early dismissal.
 - 22.9.5 Observe the substantive and procedural due process rights of pupils.
 - 22.9.6 Provide a written explanation, if required by the principal, when an employee removes a pupil from class for disciplinary reasons.
 - 22.9.7 Be available at reasonable times during the work day for parent conferences and/or student help.
 - 22.9.8 Support, enrich, integrate and adapt the curriculum to meet the instructional needs and interests of students (consistent with 22.9.1).
 - 22.9.9 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 22.9.1).
 - 22.9.10 Communicate with students and families utilizing a variety of tools that may include conferences, e-mail, newsletters, telephone, websites and blogs.
 - 22.9.11 Determine when and how students may use their personal technology in their classroom.

- 22.10 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 he/she was 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.) As stipulated in RCW 28A 635.020, it is unlawful for an individual not to comply with a directive of an administrator.
- 22.11 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.
- 22.12 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.
- 22.13 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 he or she has completed his/her 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.
- 22.14 Each school shall maintain a notebook of monthly budget reports for the school in the school office, available to employees upon request.
- 22.15 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.

- 22.16 Some NSEA bargaining unit members serve in positions such as teacher on special assignment (TOSA), coordinator, mentor, coach or specialist. These assignments may be made because of special skill or knowledge in a subject or program area, to support other certificated employees through coaching, mentoring or professional development, or to assist with the implementation or adoption of curriculum and instructional materials. Non-supervisory certificated employees serving in these roles will not be requested, expected or allowed to supervise or evaluate other non-supervisory certificated employees. Administrators will not ask NSEA bargaining unit members for evaluative opinions, observations or data on other NSEA bargaining unit members.

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

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

- 22.17 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.
- 22.18 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.
- 22.19 Employees will participate in curriculum and new course adoptions consistent with procedures established and reviewed collaboratively.
- 22.20 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).
- 22.21 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.
- 22.22 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.
- 22.23 Co-teaching shall be by mutual agreement between the employees.

22.24 Special Education teachers will be provided funds to purchase essential curriculum materials in the following amounts:

Pre-school	\$15 per student
Elementary	
Functional Skills and Academics	\$19 per student
Mid-level	\$19 per student
Learning Center	\$14 per student
Secondary	
Functional Skills and Academics	\$19 per student
Mid-level	\$19 per student
Learning Center	\$19 per student
SLP Department	\$7,000
OT/PT Department	\$3,000

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

22.25 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 23 JOB SHARING

23.1 Job sharing shall refer to two (2) employees sharing one (1) full-time position, creating one full-time, long-term leave position. Neither the District nor the Association is in support of an employee serving part-time for his/her career within the District. However, 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.

23.2 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 no more than one per building. 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. The principal or supervisor will notify the employee of the job share application no later than May 1.

The implementation of a job share shall not cost the District more than the cost of filling a 1.0 FTE position with a single employee with regard to insurance benefits. Salary placement and seniority will be consistent with this collective bargaining agreement.

- 23.3 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 he/she is giving up.
- 23.4 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 his/her 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.
- 23.5 Job shares may be extended beyond two (2) consecutive years providing each job sharer resigns the portion he/she is 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.
- 23.6 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.
- 23.7 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.
- 23.8 The two (2) employees sharing one (1) full-time position shall share one (1) benefit amount, subject to the provisions of the Collective Bargaining Agreement and District insurance contracts. Job share applicants should check with the retirement system to determine to what degree their retirement benefits are being impacted by the job share.
- 23.9 Job sharing partners may substitute, and are encouraged to substitute, for one another at substitute pay.

ARTICLE 24 EDUCATIONAL EMPLOYEE PROTECTION

- 24.1 The District agrees to hold harmless and defend any employee against liability for personal or bodily injuries and property damage arising from his/her acts or omissions while acting as an agent of the District. In the event an employee is sued on a school-related matter, he/she 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.

- 24.2 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.
- 24.3 An employee who is assaulted during the performance of duties for the District (regardless of where the assault occurs) shall promptly report such assault to the District. In the event that the employee is unable to make such report, the employee's immediate supervisor shall notify the District. Assaults 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 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 H 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.
- 24.4 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.
- 24.5 An employee who is injured in the course of his or her 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 his or her 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.
- 24.6 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 his/her 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.

24.7 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.

24.8 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 25 DEPARTMENT HEADS (SEE ARTICLE 17 REGARDING SHARED DECISION MAKING)
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25.1 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.

25.2 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 17.4.1).

25.3 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.

25.4 Funding allotment and stipend:

There will be 12 full high school Department head positions, 9 junior high/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 junior high/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 — twelve (12) department heads 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

Junior High/Middle School — nine (9) departments to include:

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

Elementary — six (6) departments to include:

- Two (2) K - Grade 3 (representing their grade levels and the needs of their grade levels and academic subjects identified in the SIP)
- Two (2) Grade 4 - Grade 6 (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.

Effective for the 2017-2018 school year (including elections for that year), Elementary—Six departments to include: Two (2) K-Grade 2; Two (2) Grade 3-Grade 5; One (1) Specialist (Music, P.E., Library); One (1) At large to represent Special Education and defined constituents determined by the previous year's SDLT.

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.

25.5 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.

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

High School	65 days per location
Junior High/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 his/her stipend allocations.

* including elementary schools with more than 700 students.

25.7 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.

25.8 Any alterations to Article 25 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 25.4 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.

25.9 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 17.6.2.)

ARTICLE 26 ACADEMIC FREEDOM

- 26.1 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 27 PERSONNEL FILES

- 27.1 Employees shall, upon request, have the right to inspect the contents of their complete personnel files kept within the District and to attach his/her 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 22, Educational Employee Rights and Responsibilities - Sections 22.6, 22.7 and 22.8.

- 27.2 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 28 EDUCATIONAL EMPLOYEE ABSENCE

- 28.1 All employees must call the substitute office even though a substitute may not be required.
- 28.2 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.
- 28.3 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 his or her principal advised concerning the reason for the duration of the absence.
- 28.4 A substitute shall be provided by the District when an employee is absent from his/her 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 29 PRE-TAX TUITION REIMBURSEMENT PROGRAM/NATIONAL BOARD CERTIFICATION REIMBURSEMENT
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- 29.1 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 Responsibility Factor compensation referred to in Article 18 to a pre-tax tuition reimbursement program.
- 29.2 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.
- 29.3 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.
- 29.4 Employees pursuing a National Board Certification may apply for reimbursement for the amount required for the registration. When the employee completes 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 of this certification, the employee shall reimburse the District within a three-year period.
- 29.5 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.
- 29.6 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.
- 29.7 The District will compensate a non-supervisory certificated employee on an hourly basis to support teachers.
- 29.8 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 30 EDUCATIONAL EMPLOYEE FACILITIES

- 30.1 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.

- 30.2 Employees shall be issued keys consistent with security needs, as determined by the District and/or the building principal.
- 30.3 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.
- 30.4 Employees shall be provided with one (1) day 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.
- 30.5 Upon request, the District shall provide moving assistance to employees who are required to relocate. Packing materials will also be provided.
- 30.6 The District and the Association recognize that adequate work space is necessary for specialists in each building where they are assigned. Should the specialist believe that appropriate work space 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 is necessary. 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.
- 30.7 Employees shall have adequate heat, light, water, and air 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.

ARTICLE 31 STUDENT DISCIPLINE

- 31.1 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.
- 31.2 The District shall support employees in their efforts to maintain discipline and, further, shall support the authority of using prudent disciplinary measures by employees.
- 31.3 When an employee exercises his/her 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.
- 31.4 A 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. In no case shall an excluded student be returned to an employee's classroom until the principal or designee have conferred with the employee or before the end of the period or, in elementary, the balance of the school day, whichever occurs first. 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.

- 31.5 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.
- 31.6 The District shall provide orientation through the building principals for all employees concerning all rights, responsibilities, and processes affecting the maintenance of discipline. Such orientation shall be held during the contracted day before September 30. The District shall provide a copy of the student discipline policy and/or procedures for each employee. When parents and/or volunteers are involved in the supervision of school activities, expectations shall be clearly defined. The building may request assistance from the Association in training on discipline issues.
- 31.7 Each school will develop a written Disciplinary Plan. This plan shall be reviewed annually by the principal and staff. A District Rights and Responsibilities handbook and/or school handbook which includes possible discipline for behavior violations shall be disseminated to all families at the beginning of the school year.
- 31.8 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 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 32 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.

- 32.1 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.
- 32.3 Employees will participate in the curriculum and instructional materials approval process by recommending adoption or deletion consistent with state law and procedures of the Curriculum Materials Adoption Committee. (See Addendum A-1.)

ARTICLE 33 EDUCATIONAL EMPLOYEE EVALUATIVE CRITERIA AND PROCEDURES

- 33.1 It shall be the responsibility of each principal (or administrative designee) to evaluate all employees assigned to his/her building according to Addendum B-1 through B-5 of this Agreement.

ARTICLE 34 PROBATION PROCEDURES

- 34.1 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.
- 34.1.1 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.

34.1.2 The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his or her 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.

34.1.3 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.

34.1.4 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.

34.1.5 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 he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Basic (level 2) or above if he or she is a continuing contract teacher with five or fewer years of experience, or Proficient (level 3) or above if he or she is a continuing contract employee with more than five years of experience.

34.2 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.

- 34.3 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 35 EDUCATIONAL EMPLOYEE RETENTION

- 35.1 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).
- 35.2 The following procedures shall be observed:
- 35.2.1 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.
- 35.2.2 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.

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

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

35.2.4 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.

35.3 By January 31 of each year, the Human Resources Office will publish on the District website the Preliminary Employee Seniority and Category Lists for each employment category listed in Section 35.3.2. Any employee who believes that an error has been made in his/her placement on one or more employee list(s) must notify the Human Resources Offices of the alleged error by March 1.

35.3.1 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 35 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 his/her 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 he/she has 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.

35.4 In the event of implementation of Article 35, 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 his or her position has been eliminated and such administrator has proper certification/endorsement and qualifies for one or more categories for which he/she is being considered.

35.5 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 36 EMPLOYEE INITIATED TRANSFER/REASSIGNMENT

36.1 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.

- 36.2 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.
- 36.3 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 district's applicant tracking system will be emailed to employees.

- 36.4 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.
- 36.4.1 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.
- 36.4.2 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 he/she was not selected.
- 36.5 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.
- 36.5.1 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.
- 36.5.2 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.
- 36.6 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.
- 36.7 The District declares its support of filling vacancies from within its own certificated staff.
- 36.8 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 37 DISTRICT INITIATED TRANSFER

- 37.1 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.
- 37.2 The employee shall have the right to meet with his/her immediate supervisor regarding the proposed transfer.
- 37.3 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.
- 37.4 Any employee accepting the position of an employee on leave shall be reassigned, provided the returning employee returns to his/her original position.
- 37.5 No employee shall be involuntarily transferred to an area within which the employee is not qualified by training, education, experience or certification requirements.
- 37.6 No employee shall be subject to an involuntary transfer more than two (2) times within any five (5) year period of time, except in extenuating circumstances such as situations where a specific program is moving to a new location, FTE is being deleted or reduced in an area where an employee's certification is limited such as vocational education, the employee has a partial FTE or works a partial FTE in more than one building, one of which is gaining or losing FTE, etc.
- 37.7 Beginning teachers in their first two years of teaching shall not be subject to transfer.
- 37.8 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, endorsements and No Child Left Behind (NCLB) highly qualified requirements. 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. In the event the highly qualified requirements of NCLB are modified, the reference to NCLB in this section shall be reopened for negotiations.

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 his or her 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.

- 37.9 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.

After a displaced employee has accepted a new position, but before the first student day of the new school year, if a position for which the employee is qualified becomes available in the school from which they were displaced, the employee shall be offered the position. If more than one employee from the school is eligible to return, it shall be offered in seniority order.

- 37.10 Administrators shall provide appropriate support and training for employees who are involuntarily transferred in order to ensure their success in their new position.

- 37.11 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.

- 37.12 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 he or she is qualified on the basis of his or her 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. In the event the highly qualified requirements of NCLB are modified, the reference to NCLB in this section shall be reopened for negotiations.
- 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.

37.13 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.

37.14 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 38 REASSIGNMENT WITHIN A SCHOOL
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38.1 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.

38.2 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.

38.3 When reassignments within a school are necessary, volunteers shall be sought prior to selection of a staff member for reassignment.

38.4 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.

- 38.5 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.
- 38.6 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 (WAC 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 39 ILLNESS, INJURY, EMERGENCY LEAVE, AND FAMILY MEDICAL LEAVE

- 39.1 The following provisions for illness, injury and emergency leave shall be in accordance with statutory and regulatory provisions.
- 39.2 Illness, injury, and emergency leave:
- 39.2.1 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.
- 39.2.2 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.
- 39.2.3 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.
- 39.2.4 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.
- 39.2.5 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.
- 39.2.6 Illness, injury and emergency leave days shall be allotted on a pro rata basis for employees entering service during the school year.
- 39.2.7 Unauthorized use of illness, injury or emergency leave by an employee shall constitute probable cause for disciplinary action.
- 39.2.8 All employees shall receive compensation for eligible accumulated illness, injury and Emergency leave as an employee attendance incentive program, as outlined in Addendum F.
- 39.3 The District shall provide family and medical leave (FMLA) in accordance with state and federal law. A summary of the law is included in Addendum K. Paid leave shall be included in the calculation of FMLA eligibility.
- 39.3.1 The family and medical leave is in addition to any leave for sickness or temporary disability because of pregnancy or childbirth.
- 39.3.2 Upon returning from family and medical leave, the employee is entitled to be returned to the same position he/she previously held or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.
- 39.3.3 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.
- 39.3.4 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 40 LEAVE OF ABSENCE

- 40.1 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.
- 40.2 A leave of absence shall be granted according to the following provisions:
- 40.2.1 The certificated employee shall have three or more years of experience in the District.
- 40.2.2 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.

- 40.2.3 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, he/she must notify the Executive Director of Human Resources in writing by April 15 and shall be assigned to his/her original position. If the employee does not notify the Executive Director of Human Resources in writing by April 15, he/she shall be assigned to a similar position at the teaching level occupied prior to leave request, i.e., high school, junior high/middle school, intermediate grades, or primary grades.
- 40.2.4 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.
- 40.2.5 The employee on leave will retain his/her seniority but shall not accrue salary increments and benefits except as provided by 40.3 below.
- 40.2.6 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, junior high/middle school, intermediate grades or primary grades.
- 40.2.7 By March 15 of the year of the leave, the employee shall give written notice to the Executive Director of Human Resources of his/her plan to return to the District.
- 40.3 Full credit for teaching experience, including salary increments, shall be given for paid leaves of absence only.
- 40.4 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.
- 40.5 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 41 PROFESSIONAL LEAVE

- 41.1 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 40, provided that such leave will be renewed yearly for the duration of the time in office to a maximum of four (4) years.
 - 41.1.1 The employees shall not accrue additional seniority, salary increments, or other related benefits during the leave.
 - 41.1.2 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, junior high/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.

- 41.2 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 he/she represents. 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 he/she shall return, such employee shall be placed in a similar position at the teaching level occupied prior to leave, i.e., high school, junior high/middle school, intermediate grades, or primary grades.
- 41.3 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.
- 41.4 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 his/her fees and costs.

ARTICLE 42 CHILDBIRTH/CHILD CARE LEAVE

- 42.1 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:
- 42.2 An employee requesting leave for the birth, adoption or permanent custody of his/her 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.
- 42.2.1 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.
- 42.2.2 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.

- 42.2.3 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 39.3 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 42.2.2 above.
- 42.2.4 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.
- 42.2.5 By March 15 of the year of the leave, the employee shall give written notice of her/his 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.
- 42.3 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.
- 42.4 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, junior high/middle school, intermediate grades, or primary grades.
- 42.5 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.
- 42.6 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 43 CITIZEN RESPONSIBILITY LEAVE

- 43.1 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.
- 43.2 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.

- 43.3 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, junior high/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 he/she shall return. In the event such notice is not given or that the employee's position has been eliminated, he/she 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.
- 43.4 The District retains the right to extend such leave beyond one year.

ARTICLE 44 FEDERAL SERVICE LEAVE

- 44.1 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.
- 44.2 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.
- 44.3 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, junior high/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 he/she shall return. In the event such notice is not given, he/she 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 52 of this Agreement.

ARTICLE 45 PERSONAL LEAVE

See Article 18.7.

- 45.1 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."
- 45.2 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.
- 45.3 Personal leave shall be cumulative to a maximum of six (6) days. Consecutive personal and/or other employee-choice release days (overload, IEP, and/or department head days) shall be limited to six at any one time.
- 45.4 Personal leave, except in cases of unanticipated circumstances, will be scheduled at least one week in advance.
- 45.5 All employees may elect to receive monetary compensation for unused accumulated personal leave as specified in Addendum F.

ARTICLE 46 RELIGIOUS OBSERVANCE DAYS

- 46.1 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 45.

ARTICLE 47 BEREAVEMENT LEAVE

- 47.1 The District shall grant bereavement leave with pay to an employee according to the following provisions:
- 47.1.1 Five (5) days for the death of the employee's mother, father, spouse, child, brother, sister, or other person living in the immediate household.
- 47.1.2 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.
- 47.1.3 One (1) day annually to attend any other funeral.
- 47.1.4 The aforementioned days are for each death listed above (per occurrence), and are not accumulative from year to year.
- 47.1.5 With the approval of the Executive Director of Human Resources, the days may be taken at a time other than shortly after the death.
- 47.2 The District shall permit employees to use any portion of their illness, injury, emergency, or personal leave days necessary for additional bereavement.

ARTICLE 48 TEMPORARY DISABILITY LEAVE

- 48.1 The District shall grant to an employee who, for medical reasons (physical or mental), cannot perform his/her duties a temporary disability leave under the following provisions:
- 48.1.1 Temporary disability leave may be taken before or after the benefits under illness and injury leave have been totally expended.
- 48.1.2 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.
- 48.2 The District shall place the returning employee in a similar position in the teaching level occupied prior to leave, i.e., high school, junior high/middle school, intermediate grades, or primary grades.
- 48.3 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 49 INSTRUCTIONAL AND PROFESSIONAL IMPROVEMENT

An amount of money equal to the BA/Step 5 of the Northshore Statewide Salary Allocation Schedule times (x) one-half of one percent (0.5%) of the total certificated employees as of October 1 each year shall be budgeted as delineated below.

- 49.1 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.
- 49.2 BUILDING INSERVICE FUND: Ninety-one percent (91%) shall be allocated annually for Building Inservice as defined in 49.2.1.
- 49.2.1 Each building's 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 50 GRIEVANCE PROCEDURES

- 50.1 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.)
- 50.1.1 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 his/her 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.
- 50.1.2 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 his/her designee within ten (10) school days. The Superintendent or his/her 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.

- 50.1.3 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 his/her 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. He/she 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.
- 50.1.4 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.
- 50.2 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.
- 50.3 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.

- 50.4 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 his/her favor, provided that the arbitrator determines that the grievant's claim is arbitrable. Failure of the grievant to observe time limits shall terminate his/her 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.
- 50.5 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.
- 50.6 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.
- 50.7 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.
- 50.8 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 51 SALARY REOPENER

- 51.1 In the event the Legislature mandates specific salary monies to guarantee state funding for salaries for employees different from the current salary schedule(s) the parties agree to reopen Article 52, Salaries and Compliance, and Addendum C-1 for the purpose of negotiating salary adjustment to comply with the legislative mandate.

ARTICLE 52 SALARIES AND COMPLIANCE

52.1 OVERVIEW:

The intent of the parties is to use the State-Wide Salary Allocation Schedule for Instructional Staff structure (the "State-Wide Salary Schedule") as enacted for 1994-95 and as may be revised in the future as the District salary schedule structure.

The parties also intend to provide base contractual salaries for the years covered by this Article 52 within 1/10th of 1% of the maximum funded level allowed under applicable laws and regulations. The precise levels to fulfill this intent are not predictable at the beginning of a school year. Therefore, periodic adjustments may be made.

In addition, the parties acknowledge the necessity for the District to comply with State compensation limitations. The parties intend that nothing in this Agreement will operate to preclude the District from complying with State compensation laws, nor to vest employees with compensation in excess of that provided for by law or applicable regulation. Accordingly, the parties acknowledge that the District retains the authority to make equitable compensation adjustments in order to ensure compliance with applicable laws and

regulations. Before implementing annual compensation changes, the District together with the Association will review relevant data concerning the calculations and adjustments described below.

In the event of any conflict between the terms of this Article 52 and the terms of any previous Memorandum of Understanding or other previous oral or written agreement, this Article 52 shall govern.

52.2 DEFINITIONS AND OTHER CRITERIA

52.2.1 BASE CONTRACTUAL SALARIES shall mean the annual salary amounts paid for the standard school year assignment. Base Contractual Salaries shall exclude all separate contracts, supplemental contracts, stipends, etc.

52.2.2 PRORATED STATE SCHEDULE shall mean the salaries set forth in the State-Wide Salary Schedule in effect for each of the school years covered by this Article 52 multiplied by a uniform percentage. (The Prorated State Schedule will be used to bring Base Contractual Salaries to within 1/10 of 1% of the Total Capacity Pool.)

52.2.3 TOTAL CAPACITY POOL shall mean the State-funded salary capacity established under State law, the State Budget, and applicable WAC provisions. The Total Capacity Pool shall be the State-Allocated average salary for basic education and special education certificated instructional staff multiplied by the number of full-time equivalent basic education and special education certificated instructional staff employed by the District and reported through the S-275 process.

52.2.4 BA + 135 CREDITS - Salary placement shall be grandfathered for those employees who were identified during 1992-93 as having been incorrectly placed at the BA + 135 level. Further, the parties expect this provision to be included in future agreements in order to grandfather these employees for as long as they are employed by the District.

52.2.5 STATE PERCENT INCREASE shall mean the percent increase for each of the various steps on the State-wide Salary Allocation Schedule for Instructional Staff as provided in the State budgets from one year to the next.

52.2.6 POTENTIAL REDUCTION - The percent described above will be reduced by the same percentage if and to the extent the State narrows or eliminates the present "grandfathering" of District salary funding. The resulting percent will then constitute the State Percent Increase.

52.2.7 ADDITIONAL ADJUSTMENTS - For each of the school years covered by this Article 52, new or corrected information may require the District to make additional adjustments to Base Contractual Salaries, either upward to come to within 1/10th of 1% of the Total Capacity Pool or downward to comply with State law or regulation. In either case, the adjustments will be made solely by revising that year's Prorated State Salary Schedule. (Salaries under separate and supplemental contracts paid on a true per diem and on a 12-month basis will likewise be adjusted for the entire school year to reflect the highest applicable annual salary. No other adjustments will be made in pay or salaries because of this section.)

52.2.8 APPLICATION TO ALL STAFF - Although State funding and capacity calculations described herein are based on basic education and special education program staff, all other program staff will receive the same Base Contractual Salaries as similarly situated basic and special education instructional staff.

- 52.2.9 DOCUMENTED EXPERIENCE AND EDUCATION - Unless specifically exempted in this agreement or in a separate written agreement adopted by the parties, placement each year on the Prorated State Salary Schedule will be based solely on official transcripts and forms and documented experience data in the employee's file and will be in accord with criteria established by State law, WACs, and SPI guidelines for S-275 reporting.

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. For employees hired after September 1, 2008, prior experience with school age children shall be granted for purposes of salary placement to Occupational Therapists, Speech Language Pathologists, Psychologists, Audiologists and Vision Specialists. Employees in these positions who were granted similar experience credit prior to September 1, 2008, shall continue to receive it.

52.3 SALARIES

- 52.3.1 The initial salary schedule (Prorated State Schedule) base is identified on the BA/Year 0 Step on Addendum C-1. All staff will be paid on the Prorated State Schedule.

52.3.2 ESTABLISHING AND UTILIZING THE TOTAL CAPACITY POOL:

On or about March 1, of each year, the District in consultation with the Association will analyze salary data based on the State Budget and S-275 reporting to establish the Total Capacity Pool.

- 52.3.3 A revised Prorated State Schedule for the current school year will then be developed. It will be designed to bring the District's Base Contractual Salaries for basic education certificated instructional staff to within 1/10th of 1% of the Total Capacity Pool.

52.4 INITIAL SALARIES:

- 52.4.1 On or before July 1, of each year, the District in consultation with the Association will determine the State Percent Increase for the following school year. Initial salaries will be based on applying the State Percent Increase to the current Prorated State Schedule.

52.5 NEGOTIATIONS

- 52.5.1 Prior to effectuating any of the salary changes or other adjustments contemplated by this salary agreement, the District will confer with the Association. If the parties are unable to agree on the amount and/or the mechanics for any particular changes or adjustments, the underlying dispute will be treated as a negotiable matter rather than a contractual matter and this Article 52 (except for this 52.6) shall be null and void as to Base Contractual Salaries and other salaries for the year in dispute.

Except as required by State laws limiting compensation, employees will continue to be paid on the then existing salary schedules until the dispute is decided through the negotiations process of Ch. 41.59 RCW.

52.6 INDIVIDUAL EMPLOYEE DISPUTES

- 52.6.1 The District will notify employees in a timely manner of their placement. Employees will have twenty (20) work days following written notice from the District to protest their placements. Absent such timely protest, the placements and associated salaries will not be subject to challenge in any forum.

52.7 REOPENERS

- 52.7.1 Either party may reopen salary negotiations in the event that State salary limitations are voided as applied to the District by a final and binding court order or are removed by the Legislature as applied to the District. Any salary changes resulting from such negotiations will be applicable to the entire school year to the extent consistent with law and as determined by negotiations.

ARTICLE 53 SUMMER SCHOOL PROVISIONS
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- 53.1 Employees voluntarily working summer school programs shall have the following provided:
- 53.1.1 All positions will be posted with priority hiring for in-district applicants.
- 53.1.2 Payment for working in summer school programs will be the hourly rate of pay as provided in Addendum C-7 of this Agreement.

ARTICLE 54 INSURANCE

- 54.1 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.

- 54.2 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

- 54.3 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.
- 54.4 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.
- 54.5 LONG TERM DISABILITY - The District agrees to pay for eligible employees, the full premium for employee's long-term disability coverage.
- 54.6 SALARY INSURANCE - The District agrees to make available at employee expense the American Fidelity Assurance Company salary insurance program.
- 54.6.2 CANCER INSURANCE - The District agrees to make available at the employee's expense, the American Fidelity Assurance Company Cancer Insurance Program.
- 54.7 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
- 54.7.1 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.
- 54.7.2 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 himself/herself and dependents in one of the medical insurance programs.

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

54.9 CREDIT UNION DEDUCTIONS - At the option of an employee, the District shall deduct from his/her monthly salary warrant, and deposit directly with the Inspirus Credit Union of Washington or Mountain Crest Credit Union an amount designated by the employee.

54.10 TERMINATING EMPLOYEE COVERAGE - If an employee terminates his/her 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.

54.11 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.

54.12 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.

54.13 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.

54.14 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.

- 54.15 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.
- 54.16 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.
- 54.16 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.
- 54.17 REOPENER – This Article shall reopen annually.

ARTICLE 55 SUPPLEMENTAL CONTRACTS AND EXTENDED DAYS

- 55.1 Pay for extended day assignments as listed in Article 19, Section 16, shall be based on the employee's true per diem base pay (amount of base contract divided by 180).
- 55.2 Pay for hourly work shall be as listed in Addendum C-5 and Addendum C-7.
- 55.3 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.
- 55.4 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.
- 55.5 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.

- 55.5.1 All year long 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.
- 55.6 Certificated extracurricular assignments and appropriate notice of nonrenewal of supplemental contract shall be:
- A. Article 55.5 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.
- 55.7 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.
- 55.7.1 Supplemental contracts offered through Principal's Discretionary funds and Building Discretionary funds are for one-year duration and require no notification of continuation.

ARTICLE 56 PAYDAY

- 56.1 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.
- 56.2 All employees shall participate in the direct deposit program. Employees shall designate the participating financial institution to which their paychecks shall be transmitted monthly.
- 56.3 Under extenuating circumstances, employees may be issued a monthly paycheck rather than being on direct deposit.

ARTICLE 57 RELEASE FROM CONTRACT

- 57.1 When, as a result of extraordinary circumstances, an employee is released by the District from the obligation of his/her 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 58 DURATION OF CONTRACT

- 58.1 This Agreement and related Addenda shall become effective September 1, 2016 and shall continue in effect until August 31, 2019. In the event, during the term of this Agreement, the Multi-bargaining Unit District Benefits Committee should make recommended changes to health benefits, the parties agree to meet for the purpose of revising those Agreement provisions needing modification to encompass the Committee's recommendations. The parties also agree to reopen this agreement prior to any year, if any, in which the state increases the requirement for annual instructional hours in order to bargain the impact of this change on the wages, hours and working conditions of employees.
- 58.2 This Agreement or any provision hereunder may be extended by mutual written agreement of the parties. The parties agree to commence bargaining on the 2017-18 and 2018-19 school calendars by October 1, 2016, and for the following year's calendar by October 1, 2017.
- 58.3 During the term of this Agreement should the State change the number of days that it funds as a part of the basic contract, the number of days in the basic contract shall revert to the number of days funded by the State, and Sections 9.1, 18.1, 39.2.1, 55.1, 57.1, Addendums D-1 and D-2, and Addendum F, Section I.1.A shall be amended to reflect the new number of days funded by the State. Base pay in Schedule 29 shall be adjusted in accordance with Article 52.
- 58.4 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.
- 58.5 The District or Association may reopen limited terms of this Agreement to address new issues of wages, hours or working conditions related to grade level reconfiguration that were not already negotiated or discussed in prior negotiations.

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

Websites and Online Grades**

Timely and accurate reporting of student progress is important to students, parents and staff.
During the term of the Agreement:

- (a) Secondary school teachers shall post assignment and test results on the District's online reporting system, for viewing by students and their families three weeks after the assignment or test is turned in absent extenuating circumstances;
- (b) The "D and F reports" shall be eliminated at secondary schools in lieu of the online reporting above;
- (c) Professional development shall be promptly provided to support the use of the District's online student progress reporting system;

**Memorandum of Understanding
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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**

Elementary Literacy IRRs

For the duration of the current collective bargaining agreement, the District shall provide the following annual amount of release time to each elementary teacher for IRR assessments:

3.5 days per session of half day K;
3.5 days for full day K, grade 1 and grade 2;
1 day for grades 3-5

Teachers in grades 3-5 shall only be expected to administer IRRs to those students who are identified through the STAR online screener as being below standard.

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 60 release days district-wide to be accessed by request through the building principal. The District shall provide a monthly report on the use of these days to the Association for joint review at the Labor Management meetings. The District shall provide calibration training for teachers administering the IRR assessments.

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

VEBA

Any eligible NSEA employee retiring during the term of this Agreement shall have his/her 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.

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

District Safety Committee and Individual Site Health and Safety Committees

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

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

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

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

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

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

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

Secondary Library Staffing Model

1. For the duration of the contract, the District shall staff each high school with at least 1.6 FTE librarians and each junior high 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 fifteen (15) hours of clerical library support per week will be provided to each junior high, middle school or high school 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 24 classes per 1.0 FTE, provided that schools requiring planning coverage for 19 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 18 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 24 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. Every effort will be made to avoid double classes assigned to the library, including at those times when a second librarian is present.
9. At any elementary school with 650 or more students, the District shall provide \$7,500 each year for additional weekly classified shelving support of the library.
10. At any elementary school with 500 to 649 enrolled students, the District shall provide the librarian with three days of substitute release time each year.

**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)); and
- In-class support model with classified Paraeducator (Paraeducator will support students in core content area classes).

In addition, the plan shall 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 his or her 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 Assistant Superintendent of Secondary Education to problem-solve a solution. Staffing contingency funds are one available resource for solutions to these issues.

The Deputy Superintendent and Assistant Superintendents shall provide data on the implementation of this plan, including feedback from the impacted teachers and student performance data, in October and January. The data will be discussed at Labor Management Council.

**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 junior high/middle school to support non-Challenge classes in English, Social Studies, Math and Science. 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

Educational Support Professionals represented by NSEA and office staff represented by NEOPA, shall have the option to elect one representative (total) on the SDLT, which shall be selected in an election jointly conducted by the NSEA Building Representative and NEOPA Building Representative. Open nominations and secret balloting by ESP and NEOPA members shall be utilized in any such election. 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 his/her attendance is necessary at each SDLT meeting and any portion thereof.

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

Far West Family Services**

The District shall provide an Employee Assistance Program for all District employees at a level of services not less than that in effect during the 2015-2016 school year.

**Memorandum of Understanding
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and
Northshore Education Association**

TRT JOB DESCRIPTION

“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
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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 cohorts 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 Junior High/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**

2016-17 Staffing Plan and Building Budget for the Primary Center

For the purpose of operating a primary center with six half-day kindergarten classrooms and Special Education services to be determined for the 2016-17 school year only, the District and the Association agree to the following building budget:

Budget Items	Allocation	Comments
Principal discretionary additional hours (certificated)	\$ 1,565	Equivalent to 5 days
Department head release	\$ 775	1 department head at five days each
Principal discretionary release	\$ 775	5 days (prorated from the 10 days allocated to small elementary schools)
NEOPA OT (NEOPA agreement)	\$ 2,094	Similar to what C.O. Sorenson receives
NEOPA Peak (NEOPA agreement)	\$ 1,349	Similar to what C.O. Sorenson receives
Building discretionary stipends (C-8)	\$ 1,133	50% of small elementary allocation
Principal discretionary stipends (C-8)	\$ 2,389	50% of small elementary allocation
1 Department head stipends (C-4)	\$ 2,809	Similar to what C.O. Sorenson receives
Bus supervisor (Schedule 94)	\$ 680	
Safety Coordinator (Schedule 23)	\$ 680	Similar to what C.O. Sorenson receives

The District anticipates filling the six teaching positions as follows:

- All six positions will be posted for voluntary transfer.
- Displaced staff will be reassigned pursuant to the collective bargaining agreement to vacancies, including vacancies at the primary center.
- Any remaining vacancies at the primary center will be filled from the applicant pool.

The district further intends to provide, for the 2016-17 school year only, the following primary center staff allocations that are not subject to the agreement:

Elementary Assistant Principal
Elementary Secretary 217 day
Two 4-hour school assistants
One 6.5-hour nurse
Custodial services

**Memorandum of Understanding
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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 19.1. It shall also serve as the tardy bell.
3. At mutually-agreeable schools marked with an asterisk on the attached page, 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 Elementary Bell Times 2016-2017 are attached.
6. The District and Association shall jointly review elementary schedules each year to ensure they comply with this MOU.

Elementary Bell Times 2016-17

6 hour 30 minute Student Day

7 hour 35 minute Teacher Day

TEACHER REPORT 16-17	STUDENT WARNING BELL	STUDENT REPORT TIME	STUDENT DISMISSAL TIME	END OF TEACHER DAY
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ARROWHEAD	8:35		9:10	3:40	4:10
BEAR CREEK*	8:15	8:43	8:45	3:15	3:50
CANYON CREEK	8:05		8:40	3:10	3:40
COTTAGE LAKE	8:35		9:10	3:40	4:10
CRYSTAL SPRINGS	8:35		9:10	3:40	4:10
EAST RIDGE	8:10		8:45	3:15	3:45
FERNWOOD*	8:00		8:35	3:05	3:35
FRANK LOVE	8:05		8:40	3:10	3:40
HOLLYWOOD HILL	8:35		9:10	3:40	4:10
KENMORE	8:05		8:40	3:10	3:40
KOKANEE*	8:30	9:02	9:05	3:35	4:05
LOCKWOOD	8:30		9:05	3:35	4:05
MAYWOOD HILLS	8:00		8:35	3:05	3:35
MOORLANDS	8:05		8:40	3:10	3:40
SHELTON VIEW	8:35		9:10	3:40	4:10
SUNRISE	8:15		8:50	3:20	3:50
WELLINGTON	8:10		8:45	3:15	3:45
WESTHILL	8:35		9:10	3:40	4:10
WOODIN	8:05		8:40	3:10	3:40
WOODMOOR	8:35		9:10	3:40	4:10

**Memorandum of Understanding
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Counselor Staffing for Reconfiguration**

For the 2016-17 school year, each secondary school shall have a pool of 100 additional hours of extended time for counselors for duties and events related to the reconfiguration of grade levels. This time is additional to the extended contracts under Section 19.16 of the CBA.

For the 2017-18 school year, each secondary school shall have a pool of 50 additional hours of extended time for counselors for duties and events related to the reconfiguration of grade levels. This time is additional to the extended contracts under Section 19.16 of the CBA.

**Memorandum of Understanding
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Secondary Mid-Level Programs

The parties recognize that the current secondary Mid-Level special education program would benefit from a review and modifications to provide staff and students with the best possible environment for teaching and learning. Therefore, the following shall be implemented:

1. A team chaired by the Director of Secondary Special Education and with representation from each secondary building, an elementary building, Special Education TOSA, Principal, BCBA and Special Education administration, will study secondary Mid-level services in the 2016-17 school year. Recommendations, professional development needs and implementation plan, will be presented to Labor Management Council April 2017.
2. Consultants from Seattle University working in concert with District PBS staff and administration will study secondary PBS services. Recommendations, professional development needs and implementation plan will be presented to Labor Management Council per consultant contract/agreement in Spring, 2017.

**Memorandum of Understanding
between
The Northshore School District No. 417
and
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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 junior high/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
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Substitute Assignment Pilot

The District and Association agree to pilot the following practices for the duration of the current CBA to determine if such practices will reduce the number of unfilled substitute requests:

1. The District's Human Resources department will hire and assign a centralized pool of emergency-certified substitutes who will have access to substitute jobs posted and unfilled within 24 hours prior to the regular employee's absence.
2. The District's Human Resources department will maintain a calendar with a defined number of discretionary leave slots available each school day for professional development and SDLT release. The number of available slots will be more limited on Fridays and other days during the school year on which it is predicted that substitute supply and demand will be more acute. All discretionary professional development and SDLT release must be approved in advance by the Human Resources department as fitting within the available number of discretionary leave slots.
3. Release for special education staff under Sections 19.7 may not be taken on consecutive school days and, if the release is on a Friday, it must be worked on a district campus.

**Memorandum of Understanding
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SDLT Meetings

The purpose of this MOU is to document the parties understanding on venues and times for Shared Decision-Making Team meetings.

During the course of discussions during Labor Management Council meetings, the parties identified a mutual interest in minimizing substitute release for SDLT meetings and maximizing teacher access to meetings. Towards those ends, the parties agreed that 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 there is not space available) 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. The parties also agreed that SDLTs would minimize demand for substitutes by generally using half-day release and meeting outside the school day, though a full day release in the Spring may be utilized.

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

Elementary Progress Reports

Before October 1, the parties shall explore alternatives to the current elementary progress report system in an effort to find an alternative that adequately communicates with families and better meets the needs of staff.

**Memorandum of Understanding
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Assessments

The 2015-2016 District Comprehensive Assessment Plan shall remain in effect, with the modifications below unless modified by CMAC:

- The STAR online program is approved for use in elementary schools. It shall be provided to all elementary teachers at Grades 3-5 (including Special Ed teachers serving such students) beginning August 1, 2016. The District shall provide adequate compensated training.
- For the 2016-17 school year, the required elementary math assessment for each grade level shall consist of the Math Expressions post test, administered between May 2 and June 16. Prior to the 2017-18 school year, the parties will discuss alternatives for a math pre-assessment for approval by CMAC.

**Memorandum of Understanding
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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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High School and Middle School Advisory/Mascot Time

The District and the Association have a common interest in implementing advisory/mascot time as part of grade reconfiguration in 2017-2018 school year. During the 2017-2018 school year the District will implement a block schedule across all secondary schools. This block schedule shall include a time for Advisory/Mascot time. The District and the Association have a common interest in each school making that advisory time useful.

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), receive academic support (tutorials), or have an opportunity for physical activity (Open Gym). Each SDLT will determine the purpose of advisory time based on the needs of their building.

Length: The length of advisory/mascot time (30 mins maximum) 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 enjoy physical activity; and (2) ensure that schools meet the state-defined instructional minutes during the day in order to receive state funding allocations.

Scheduling: All high schools will have an identical two-day-a-week block schedule with two advisory/mascot periods a week. Middle school will employ a four-day-a-week block schedule with advisory occurring on each block day.

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. A specific list of topics and activities will be developed and shared with secondary schools (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.

2016-2017 Work: Two advisory/mascot time work teams (one middle school, one high school). There will be a representative team from each secondary school participating on the appropriate level work team. The SDLT will select and approve the advisory/mascot work teams (These could be existing teams such as PBIS teams, WEB/Link teams, etc.). The SDLTs at each school will select and approve their building advisory/work team. Each school team will be comprised of two staff and one building administrator. These two work teams (middle school and High School) will be charged with creating classroom-ready activities for their schools and developing the district-wide classroom ready activities. The Assistant Superintendent for Secondary Education and the NSEA President will provide direction and answer questions for these work teams, and appoint their respective Co-chairs on work teams.

The district work teams will be released during the school day or be paid at the C-7 rate if after contract time is utilized.

The District advisory/mascot time work teams shall:

- Create classroom ready activities and lessons for advisory/mascot time advisors and students
- Determine professional needs to ensure successful launch and implementation of advisory/mascot time in 2017-2018 school year.
- Provide SDLTs with the menu of activities by March of 2017 to facilitate planning, scheduling and implementation for the 2017-2018 school year.

2017-2018 Work: In the 2017-2018 school year, schools will launch advisory/mascot time at their schools. To continue supporting schools during this field test year, the following tasks/outcomes will occur at the school and district levels:

- Advisory/Mascot time coordinators will meet regularly with school leadership teams and meet every two/three months with the assistant superintendent of secondary education. Feedback and information from each school will be shared and discussions on problem solving, strategizing and sharing ideas will occur.
- Updates to labor management will occur regularly.

For the 2017-18 school year, each secondary school will have one stipend of \$1,500 for an advisory coordinator.

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).

Note: A 15-minute nutrition break (including passing) will be scheduled on block days.

**Memorandum of Understanding
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and
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Special Education Advisory Team (SEAT)

For the duration of the current collective bargaining agreement, the District shall pilot a Special Education Advisory Team (SEAT) under the terms described below:

Purpose

SEAT members bring knowledge and skills that augment the knowledge and skills of the Special Education Department administration. 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 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 a Google Doc which, at the beginning of each meeting, shall be discussed and an agenda determined by the SEAT members.

Meetings

SEAT shall meet three times a year with all-day sub release. A fourth meeting with all special education staff shall be held outside the school day in September. 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 a Shared Google document. The Google 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

**Memorandum of Understanding
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Block Schedule

The District and the Association shall collaborate on a plan for optional and paid professional development to be provided to all grade 6-12 employees because they are impacted by the grade-level configuration and block schedules. This plan shall include professional development prior to and after the implementation of block scheduling. The District retains the right to set the parameters for secondary school schedules (e.g., block periods, advisory length).

**Memorandum of Understanding
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Transition of Special Education Students

A designated representative of each program at each school (e.g., FSA, LC, each Mid-level program) shall participate in 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.

For the 2016-2017 school year, the District shall provide double the amount of paid time currently provided for transition of special education students from one level of school to another.

**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, beginning with Unit 2 in the 2016-17 school year, shall be made available to teachers as an option to utilize.

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

Regarding Kindergarten

For the 2016-17 school year only, the District shall provide a 4-hour per day paraeducator to each full-day Kindergarten classroom with more than 25 students at Fernwood and at Title 1 eligible schools.

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

Dual Language

The program design for the dual language program shall be under study during the 2016-17 school year, and this topic shall reopen for the 2017-18 school year. For the 2016-17 school year, the District shall staff the dual language program with a 6.5 hour/day paraeducator, and a .5 FTE resource teacher. The work of this resource teacher and paraeducator shall be determined in consultation with the dual language teachers. ELL staff will be distributed proportionately to support students in the dual language program.

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

Sixth Grade Electives

The District and Association agree to reconvene the pre-existing sixth grade electives committee that met during the 2015-16 school year. The committee shall be chaired by the Assistant Superintendent for Elementary Education and begin meeting in September 2016 to make recommendations to the Labor Management Council no later than December 2016 on the following topics:

- Grading of the quarterly electives (pass-fail, etc.);
- Provision/funding of necessary supplies and materials;
- How the process of curricula development for quarterly electives will be initiated and implemented; and
- Quarterly transition time.

NSEA will appoint a co-chair for this committee.

The process shall include opportunities for junior high elective teachers 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.

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

Regarding Joint Bargaining with NSEA's Certificated and ESP Bargaining Units

This Memorandum of Understanding between the Northshore School District No. 417 (District) and the Northshore Education Association (NSEA) concerning joint bargaining between NSEA's Certificated and ESP Bargaining Units, is hereby supplemental to the 2013-2016 Collective Bargaining Agreement between the District and NSEA and its successor, and the 2013-2015 Collective Bargaining Agreement between the Northshore Educational Support Professionals Association (NESPA) and its successor.

1. The Northshore Educational Support Professionals (NESPA/WEA) has merged with the Northshore Education Association (NSEA/WEA, hereafter referred to as "NSEA"). The Northshore School District ("District") recognizes NSEA as the collective bargaining agent for the District's Educational Support Professionals and as the successor of NESPA/WEA. NSEA also continues to be the collective bargaining agent for Northshore's non-supervisory certificated staff.
2. 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.
3. 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.
4. The parties recognize that cooperation and collaboration between District and Association leadership are in the best interest of our students, staff and community. The parties agree to earnestly explore interest based joint bargaining with intensive training (a minimum of three days) on or before March 1, 2017 with the cost of training shared equally. Training will involve both NSEA and District bargaining teams, District Superintendent and Association President. After the training the parties agree to meet to discuss the mechanics of future joint negotiations including such matters as exploration of interest-based bargaining, number, type and length of meetings, possible subcommittees, number of bargaining team members, and development of a written framework or trust agreement. The common goal shall be to maximize efficiency and mutually beneficial outcomes.

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

**Teacher Transfer Related to the Opening of North Creek High School and Grade
Reconfiguration**

This Memorandum of Understanding between the Northshore School District No. 417 (District) and the Northshore Education Association (NSEA) regarding the transfer of teachers related to the opening of North Creek High School and grade reconfiguration is hereby supplemental to the 2013-2016 Collective Bargaining Agreement (Agreement) between the District and NSEA.

Whereas, it will be necessary to move several teachers from existing locations and assignments to new locations and assignments by the 2017-18 school as a result of the opening of a fourth high school, changing from current grade configurations to K-5 elementary schools, 6-8 middle schools and 9-12 high schools, and changes in school service area boundaries, and

Whereas, the District and the Association desire to maximize teacher choice and minimize involuntary transfers to the extent possible, and

Whereas, the District and the Association also desire as far as possible to have a process for doing so that is equitable, understandable and predictable for teachers,

Therefore, the parties enter into the following agreements and understandings:

1. Provisions of this Memorandum of Understanding will be construed as consistent with Articles 36 and 37 of the Agreement concerning District-initiated transfers, except where specifically noted.
2. As it will be necessary to reassign a significant number of teachers due to opening a new high school and reconfiguring grades at all schools, the District will first seek volunteers for transfer prior to involuntarily transferring staff, subject to the following:
 - a. Teachers shall be asked if they are willing to volunteer for transfer to a specific school or schools to teach a specific subject or subjects. They may also express a preference for grade level.
 - b. Provided there is estimated capacity in the subject and at the school, a teacher who volunteers and is qualified by endorsement and teaching experience for the assignment will be so assigned.
 - c. If there are more volunteers for a school or subject than estimated capacity, then District seniority shall be the deciding factor, except that special qualifications will be the deciding factor where they are required. Any such exceptions shall be subject to mutual agreement by the District and the Association.
 - d. Teachers who volunteer for transfer pursuant to this Memorandum of Understanding will receive moving pay and assistance consistent with Article 37 of the Agreement.
3. The District shall first solicit volunteers by surveying teachers about interest in transferring to North Creek High School. This survey shall take place during the period of March 1 through March 31, 2016. Those who respond to the survey that they wish to transfer shall be transferred subject to the provisions of this Memorandum of Understanding, and their new assignment shall be mutually binding.

4. The District shall next solicit volunteers by surveying teachers about interest in transferring to any of the high schools or middle schools. This survey shall take place between mid-October and mid-December, 2016. Those who respond to the survey that they wish to transfer shall be transferred subject to the provisions of this Memorandum of Understanding, and their new assignment shall be mutually binding.
5. After each survey, the District and NSEA shall meet to review estimated capacity at schools to accept volunteers and review the qualifications and seniority of volunteers. The parties shall also review this process and make any mutually agreed upon adjustments to the process to address problems and concerns. In the event the parties do not reach agreement, the explicit provisions of Articles 36 and 37 shall govern the process.
6. If necessary to correct remaining overstaffing at elementary schools, the District shall solicit volunteers for involuntary transfer and make available a list of vacancies at understaffed elementary schools. Volunteers shall select in seniority order from the list of vacancies, and may rescind their request to volunteer if the positions they desire are no longer available when their turns to select occur.
7. A teacher who volunteers and is selected for transfer to a different school shall not subsequently be involuntarily transferred to correct an overstaffing at the receiving school. A teacher who volunteers and is not selected for transfer to a different school may be subject to involuntary transfer pursuant to (8) below.
8. The District shall next reassign staff involuntarily to the extent necessary pursuant to Article 37. These involuntary transfers shall primarily take place between the beginning of March and the end of April, 2017.
9. For the purpose of implementing these transfers, the following section of the Agreement shall be suspended:

37.7. Beginning teachers in their first two years of teaching shall not be subject to transfer.

10. The District shall communicate with teachers about this process beginning in the fall of 2015. Communication will include opportunities to meet with District staff about North Creek High School and changes related to grade reconfiguration, including to the extent known, information about school hours, block schedules, advisory period and program offerings.

COLLECTIVE BARGAINING AGREEMENT
between
Northshore School District No. 417
and
Northshore Education Association
2016 -2019

SIGNATURE PAGE

Dated and signed this _____ day of October, 2016.

FOR THE ASSOCIATION

FOR THE DISTRICT

Timothy Brittell, President - NSEA

Michelle Reid, Ed.D., Superintendent

Kraig Peck, Chief Bargainer

Carolyn O'Keeffe, Deputy Superintendent

Association (NSEA/ESP) Team Members:

Joanne Allen
Gail Bauman
Jennifer Cassarino
Nancy Celms
Anne Davidson
Kelly Griffin
Judy Harkess
Patrick Holmes
Valerie Morris-Lent
Kraig Peck
Kim Rodriguez
Donna Smith
Karyn Sullivan
Janet Tamura
Jon VandeMoortel
Celia Wilson

District Team Members:

Becky Anderson
Andrea Bradford (Attorney)
Kim Durkin
Doug Hale
Susan Martin
Doreen Milburn
Heather Miller
Carolyn O'Keeffe
Buzz Porter (Attorney)
Josh Sanchez
Lydia Sellie
Jeff Sherwood
Bob Stewart
David Wellington
Sarah White

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

See Article 22.12.

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) junior high/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 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.

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 she/he is 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."

<p style="text-align: center;">ADDENDUM A-2 INSTRUCTIONAL TECHNOLOGY LEADERSHIP COMMITTEE</p>

A. Purpose of the Committee

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

B. Committee Philosophy

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

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

C. Major Duties of the Committee

The Committee is tasked with the following major duties:

- Develop two-way communication and reporting mechanisms for current and future instructional technology initiatives. This communication is intended to generate ideas, input, feedback, and opinions of staff.
- Identify, define, prioritize, and select instructional technology integration projects to address the needs described above that are supportive of district goals, performance measures, and instructional priorities. Technology may include, but not be limited to, software and hardware such as computing devices, instructional presentation technologies, phones, productivity software, online grading and report card system(s), web pages for staff, schools, and departments, online IEP systems, student learning technology, 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.

<p style="text-align: center;">ADDENDUM B-1 TRADITIONAL SUMMATIVE EVALUATION CRITERIA AND TRADITIONAL SUMMATIVE AND PGO PROCEDURES</p>
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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 he/she has 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 his/her evaluator no later than June 5th. Within five (5) days of the report conference and discussion, the employee may submit signed comments concerning his/her 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 System is required for employees for their first four years of employment.

- B) The Northshore School District/Northshore Education Association Collective Bargaining Agreement will apply for the Summative Evaluation System.
- C) All employees will be evaluated on the Summative Evaluation System once every third year. Employees scheduled to return to summative evaluation may request a one (1) year extension prior to May 1 in order to continue to implement a PGO plan aligned with the Northshore School District strategic plan. Requests will be granted at principal discretion prior to 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 the 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 his/her 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 him/her. 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 his/her 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 _____

GOAL(S)	ACTIVITY(S), PROCEDURES, RESOURCES FOR GOAL ACCOMPLISHMENT	INDICATORS OF GOAL EVALUATION

Original to Human Resources Office
Copy to Employee and Supervisor

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

<p style="text-align: center;">ADDENDUM B-2 LIBRARIAN AND TOSA EVALUATIVE CRITERIA AND DESCRIPTORS</p>
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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.

<p style="text-align: center;">ADDENDUM B-3 EDUCATIONAL STAFF ASSOCIATE EVALUATIVE CRITERIA AND DESCRIPTORS</p>

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.

<p style="text-align: center;">ADDENDUM B-4 CLASSROOM TEACHER EVALUATION</p>
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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 33 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 four 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 for 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 her/his 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 his/her evaluator no later than June 5th. Within five (5) days of the report conference and discussion, the employee may submit signed comments concerning his/her evaluation report, which comments 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 his/her 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 his/her 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 his/her evaluator no later than June 5th. Within five (5) days of the report conference and discussion, the employee may submit signed comments concerning his/her 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 his or her 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 34 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
2016-2017**

Addendum C-1

SCHEDULE 29

Effective September 01, 2016

*

	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90 or PhD
	01	02	03	04	05	06	07	08	09
Years									
00	37,111	38,112	39,152	40,190	43,531	45,681	44,492	47,831	49,984
01	37,611	38,627	39,678	40,765	44,137	46,278	44,986	48,360	50,499
02	38,092	39,122	40,186	41,356	44,721	46,883	45,498	48,861	51,024
03	38,607	39,643	40,717	41,929	45,287	47,502	45,994	49,351	51,567
04	39,098	40,182	41,262	42,512	45,898	48,127	46,500	49,884	52,114
05	39,607	40,695	41,788	43,107	46,480	48,758	47,017	50,387	52,666
06	40,117	41,181	42,312	43,699	47,054	49,343	47,532	50,885	53,176
07	41,026	42,107	43,255	44,716	48,120	50,474	48,512	51,917	54,270
08	42,343	43,481	44,656	46,237	49,690	52,129	50,035	53,489	55,924
09	42,343	44,908	46,136	47,778	51,310	53,830	51,571	55,106	57,628
10	42,343	44,908	47,637	49,395	52,972	55,579	53,192	56,769	59,377
11	42,343	44,908	47,637	51,060	54,717	57,374	54,858	58,514	61,171
12	42,343	44,908	47,637	52,673	56,506	59,245	56,587	60,302	63,044
13	42,343	44,908	47,637	52,673	58,339	61,162	58,376	62,136	64,957
14	42,343	44,908	47,637	52,673	60,183	63,148	60,221	64,099	66,942
15	42,343	44,908	47,637	52,673	61,747	64,791	61,787	65,767	68,685
16	42,343	44,908	47,637	52,673	62,984	66,083	63,023	67,082	70,061

* Entry into the BA+135 column is no longer available for credits earned after January 1, 1992.

Approved by the Board of Directors on: 9/13/16

**TEACHERS' ANNUAL RESPONSIBILITY FACTOR SCHEDULE
NORTHSORE SCHOOL DISTRICT
2016-2017**

SCHEDULE 29B

Effective September 1, 2016

*

	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90 or PhD
	01	02	03	04	05	06	07	08	09
Years (Steps)									
00	9,460	9,709	9,966	10,226	11,054	11,592	11,296	12,125	12,659
01	9,583	9,837	10,099	10,370	11,206	11,738	11,418	12,256	12,789
02	9,704	9,960	10,226	10,514	11,352	11,890	11,545	12,382	12,919
03	9,832	10,089	10,357	10,657	11,490	12,042	11,668	12,503	13,054
04	9,954	10,224	10,493	10,802	11,643	12,200	11,793	12,635	13,189
05	10,081	10,350	10,624	10,951	11,789	12,356	11,924	12,760	13,326
06	10,209	10,471	10,753	11,099	11,930	12,501	12,051	12,884	13,453
07	10,433	10,703	10,988	11,351	12,196	12,781	12,294	13,140	13,726
08	10,760	11,045	11,334	11,729	12,589	13,191	12,672	13,532	14,137
09	10,760	11,399	11,705	12,111	12,988	13,617	13,055	13,934	14,560
10	10,760	11,399	12,077	12,514	13,402	14,051	13,457	14,347	14,995
11	10,760	11,399	12,077	12,928	13,836	14,498	13,870	14,782	15,441
12	10,760	11,399	12,077	13,328	14,279	14,964	14,302	15,225	15,906
13	10,760	11,399	12,077	13,328	14,735	15,439	14,744	15,679	16,382
14	10,760	11,399	12,077	13,328	15,195	15,932	15,204	16,169	16,876
15	10,760	11,399	12,077	13,328	15,585	16,340	15,595	16,583	17,308
16	10,760	11,399	12,077	13,328	15,892	16,660	15,901	16,910	17,650
17	11,163	11,825	12,529	13,828	16,492	17,290	16,500	17,547	18,317
18	11,163	11,825	12,529	13,828	16,492	17,290	16,500	17,547	18,317
19	11,163	11,825	12,529	13,828	16,492	17,290	16,500	17,547	18,317
20	11,163	11,825	12,529	13,828	16,492	17,290	16,500	17,547	18,317
21	11,163	11,825	12,529	13,828	16,492	17,290	16,500	17,547	18,317
22	11,163	11,825	12,529	13,828	16,492	17,290	16,500	17,547	18,317
23	11,163	11,825	12,529	13,828	16,492	17,290	16,500	17,547	18,317
24	11,163	11,825	12,529	13,828	16,492	17,290	16,500	17,547	18,317
25	11,565	12,252	12,981	14,329	17,090	17,916	17,098	18,185	18,982
26	11,565	12,252	12,981	14,329	17,090	17,916	17,098	18,185	18,982
27	11,565	12,252	12,981	14,329	17,090	17,916	17,098	18,185	18,982
28	11,565	12,252	12,981	14,329	17,090	17,916	17,098	18,185	18,982
29	11,565	12,252	12,981	14,329	17,090	17,916	17,098	18,185	18,982
30	11,565	12,252	12,981	14,329	17,090	17,916	17,098	18,185	18,982

* Entry into the BA+135 column is no longer available for credits earned after January 1, 1992.

Note: Flat Rate Stipend Schedule

Approved by the Board of Directors on: 09/13/16

**TEACHERS' TOTAL SALARY SCHEDULE
NORTHSHORE SCHOOL DISTRICT
2016-2017**

SCHEDULE 29C

**This Schedule includes SCHEDULE 29 (Base Pay),
SCHEDULE 29B (Responsibility Factor),
and five 7.5 hour Supplemental Days**

Effective September 1, 2016

*

		BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90 or PhD
		01	02	03	04	05	06	07	08	09
Years of Serv										
Base	00	37,111	38,112	39,152	40,190	43,531	45,681	44,492	47,831	49,984
5 Suppl Days		1,030.86	1,058.67	1,087.56	1,116.39	1,209.19	1,268.92	1,235.89	1,328.64	1,388.44
TRt: Resp Fctr		9,460	9,709	9,966	10,226	11,054	11,592	11,296	12,125	12,659
Combined		47,601.86	48,879.67	50,205.56	51,532.39	55,794.19	58,541.92	57,023.89	61,284.64	64,031.44
Base	01	37,611	38,627	39,678	40,765	44,137	46,278	44,986	48,360	50,499
5 Suppl Days		1,044.75	1,072.97	1,102.17	1,132.36	1,226.03	1,285.50	1,249.61	1,343.33	1,402.75
TRt: Resp Fctr		9,583	9,837	10,099	10,370	11,206	11,738	11,418	12,256	12,789
Combined		48,238.75	49,536.97	50,879.17	52,267.36	56,569.03	59,301.50	57,653.61	61,959.33	64,690.75
Base	02	38,092	39,122	40,186	41,356	44,721	46,883	45,498	48,861	51,024
5 Suppl Days		1,058.11	1,086.72	1,116.28	1,148.78	1,242.25	1,302.31	1,263.83	1,357.25	1,417.33
TRt: Resp Fctr		9,704	9,960	10,226	10,514	11,352	11,890	11,545	12,382	12,919
Combined		48,854.11	50,168.72	51,528.28	53,018.78	57,315.25	60,075.31	58,306.83	62,600.25	65,360.33
Base	03	38,607	39,643	40,717	41,929	45,287	47,502	45,994	49,351	51,567
5 Suppl Days		1,072.42	1,101.19	1,131.03	1,164.69	1,257.97	1,319.50	1,277.61	1,370.86	1,432.42
TRt: Resp Fctr		9,832	10,089	10,357	10,657	11,490	12,042	11,668	12,503	13,054
Combined		49,511.42	50,833.19	52,205.03	53,750.69	58,034.97	60,863.50	58,939.61	63,224.86	66,053.42
Base	04	39,098	40,182	41,262	42,512	45,898	48,127	46,500	49,884	52,114
5 Suppl Days		1,086.06	1,116.17	1,146.17	1,180.89	1,274.94	1,336.86	1,291.67	1,385.67	1,447.61
TRt: Resp Fctr		9,954	10,224	10,493	10,802	11,643	12,200	11,793	12,635	13,189
Combined		50,138.06	51,522.17	52,901.17	54,494.89	58,815.94	61,663.86	59,584.67	63,904.67	66,750.61
Base	05	39,607	40,695	41,788	43,107	46,480	48,758	47,017	50,387	52,666
5 Suppl Days		1,100.19	1,130.42	1,160.78	1,197.42	1,291.11	1,354.39	1,306.03	1,399.64	1,462.94
TRt: Resp Fctr		10,081	10,350	10,624	10,951	11,789	12,356	11,924	12,760	13,326
Combined		50,788.19	52,175.42	53,572.78	55,255.42	59,560.11	62,468.39	60,247.03	64,546.64	67,454.94
Base	06	40,117	41,181	42,312	43,699	47,054	49,343	47,532	50,885	53,176
5 Suppl Days		1,114.36	1,143.92	1,175.33	1,213.86	1,307.06	1,370.64	1,320.33	1,413.47	1,477.11
TRt: Resp Fctr		10,209	10,471	10,753	11,099	11,930	12,501	12,051	12,884	13,453
Combined		51,440.36	52,795.92	54,240.33	56,011.86	60,291.06	63,214.64	60,903.33	65,182.47	68,106.11
Base	07	41,026	42,107	43,255	44,716	48,120	50,474	48,512	51,917	54,270
5 Suppl Days		1,139.61	1,169.64	1,201.53	1,242.11	1,336.67	1,402.06	1,347.56	1,442.14	1,507.50
TRt: Resp Fctr		10,433	10,703	10,988	11,351	12,196	12,781	12,294	13,140	13,726
Combined		52,598.61	53,979.64	55,444.53	57,309.11	61,652.67	64,657.06	62,153.56	66,499.14	69,503.50
Base	08	42,343	43,481	44,656	46,237	49,690	52,129	50,035	53,489	55,924
5 Suppl Days		1,176.19	1,207.81	1,240.44	1,284.36	1,380.28	1,448.03	1,389.86	1,485.81	1,553.44
TRt: Resp Fctr		10,760	11,045	11,334	11,729	12,589	13,191	12,672	13,532	14,137
Combined		54,279.19	55,733.81	57,230.44	59,250.36	63,659.28	66,768.03	64,096.86	68,506.81	71,614.44
Base	09	42,343	44,908	46,136	47,778	51,310	53,830	51,571	55,106	57,628
5 Suppl Days		1,176.19	1,247.44	1,281.56	1,327.17	1,425.28	1,495.28	1,432.53	1,530.72	1,600.78
TRt: Resp Fctr		10,760	11,399	11,705	12,111	12,988	13,617	13,055	13,934	14,560
Combined		54,279.19	57,554.44	59,122.56	61,216.17	65,723.28	68,942.28	66,058.53	70,570.72	73,788.78
Base	10	42,343	44,908	47,637	49,395	52,972	55,579	53,192	56,769	59,377
5 Suppl Days		1,176.19	1,247.44	1,323.25	1,372.08	1,471.44	1,543.86	1,477.56	1,576.92	1,649.36
TRt: Resp Fctr		10,760	11,399	12,077	12,514	13,402	14,051	13,457	14,347	14,995
Combined		54,279.19	57,554.44	61,037.25	63,281.08	67,845.44	71,173.86	68,126.56	72,692.92	76,021.36

Base	11	42,343	44,908	47,637	51,060	54,717	57,374	54,858	58,514	61,171
5 Suppl Days		1,176.19	1,247.44	1,323.25	1,418.33	1,519.92	1,593.72	1,523.83	1,625.39	1,699.19
TRt: Resp Fctr		10,760	11,399	12,077	12,928	13,836	14,498	13,870	14,782	15,441
Combined		54,279.19	57,554.44	61,037.25	65,406.33	70,072.92	73,465.72	70,251.83	74,921.39	78,311.19
Base	12	42,343	44,908	47,637	52,673	56,506	59,245	56,587	60,302	63,044
5 Suppl Days		1,176.19	1,247.44	1,323.25	1,463.14	1,569.61	1,645.69	1,571.86	1,675.06	1,751.22
TRt: Resp Fctr		10,760	11,399	12,077	13,328	14,279	14,964	14,302	15,225	15,906
Combined		54,279.19	57,554.44	61,037.25	67,464.14	72,354.61	75,854.69	72,460.86	77,202.06	80,701.22
Base	13	42,343	44,908	47,637	52,673	58,339	61,162	58,376	62,136	64,957
5 Suppl Days		1,176.19	1,247.44	1,323.25	1,463.14	1,620.53	1,698.94	1,621.56	1,726.00	1,804.36
TRt: Resp Fctr		10,760	11,399	12,077	13,328	14,735	15,439	14,744	15,679	16,382
Combined		54,279.19	57,554.44	61,037.25	67,464.14	74,694.53	78,299.94	74,741.56	79,541.00	83,143.36
Base	14	42,343	44,908	47,637	52,673	60,183	63,148	60,221	64,099	66,942
5 Suppl Days		1,176.19	1,247.44	1,323.25	1,463.14	1,671.75	1,754.11	1,672.81	1,780.53	1,859.50
TRt: Resp Fctr		10,760	11,399	12,077	13,328	15,195	15,932	15,204	16,169	16,876
Combined		54,279.19	57,554.44	61,037.25	67,464.14	77,049.75	80,834.11	77,097.81	82,048.53	85,677.50
Base	15	42,343	44,908	47,637	52,673	61,747	64,791	61,787	65,767	68,685
5 Suppl Days		1,176.19	1,247.44	1,323.25	1,463.14	1,715.19	1,799.75	1,716.31	1,826.86	1,907.92
TRt: Resp Fctr		10,760	11,399	12,077	13,328	15,585	16,340	15,595	16,583	17,308
Combined		54,279.19	57,554.44	61,037.25	67,464.14	79,047.19	82,930.75	79,098.31	84,176.86	87,900.92
Base	16	42,343	44,908	47,637	52,673	62,984	66,083	63,023	67,082	70,061
5 Suppl Days		1,176.19	1,247.44	1,323.25	1,463.14	1,749.56	1,835.64	1,750.64	1,863.39	1,946.14
TRt: Resp Fctr		10,760	11,399	12,077	13,328	15,892	16,660	15,901	16,910	17,650
Combined		54,279.19	57,554.44	61,037.25	67,464.14	80,625.56	84,578.64	80,674.64	85,855.39	89,657.14
Base	17-24	42,343	44,908	47,637	52,673	62,984	66,083	63,023	67,082	70,061
5 Suppl Days		1,176.19	1,247.44	1,323.25	1,463.14	1,749.56	1,835.64	1,750.64	1,863.39	1,946.14
TRt: Resp Fctr		11,163	11,825	12,529	13,828	16,492	17,290	16,500	17,547	18,317
Combined		54,682.19	57,980.44	61,489.25	67,964.14	81,225.56	85,208.64	81,273.64	86,492.39	90,324.14
Base	25-30	42,343	44,908	47,637	52,673	62,984	66,083	63,023	67,082	70,061
5 Suppl Days		1,176.19	1,247.44	1,323.25	1,463.14	1,749.56	1,835.64	1,750.64	1,863.39	1,946.14
TRt: Resp Fctr		11,565	12,252	12,981	14,329	17,090	17,916	17,098	18,185	18,982
Combined		55,084.19	58,407.44	61,941.25	68,465.14	81,823.56	85,834.64	81,871.64	87,130.39	90,989.14

* Entry into the BA+135 column is no longer available for credits earned after January 1, 1992.

**CERTIFICATED ACTIVITY SCHEDULE
NORTHSHORE SCHOOL DISTRICT NO. 417
2016-2017 School Year**

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

SCHEDULE 23EL

Effective: September 1, 2016

SCHEDULE 23EL - ELEMENTARY			Additional Allocation
1.	Music - Vocal	1,865	
2.	Music - Band	1,865	
3.	Music - Strings	1,865	
4.	Safety Committee Coordinator	710	
5.	Student Council	374	
6.	Academic Clubs (total allotment per school)	3,110	
7.	Assessment Coordination - 400 or fewer students ***	1,600	1,000
	Assessment Coordination - 800 or fewer students ***	2,100	1,500
	Assessment Coordination - more than 800 students ***	2,400	1,800
8.	Dual Language	1,200	
9.	Textbook Manager- less than 600 students****	800	
	Textbook Manager- 600 or more students****	1,000	
	Textbook Manager- 800 or more students****	1,200	

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: 09/13/16

**CERTIFICATED ACTIVITY SCHEDULE
NORTHSHORE SCHOOL DISTRICT NO. 417
2016-2017 School Year**

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

SCHEDULE 23JH

Effective: September 01, 2016

SCHEDULE 23JH - JUNIOR HIGH/MIDDLE SCHOOL		Additional Allocation
1. Honor Society	830	
2. Academic Clubs (total allotment per school)	5,795	
3. Yearbook (if no class, full stipend; if class, half stipend)	2,333	
4. Music - Band	3,889	
5. Music - Vocal	2,798	
6. Music - Orchestra	2,960	
8. Safety Committee Member	355	
9. Safety Committee Coordinator	710	
10. WEB Coordinator (4 stipends)**	1,200	
11. Drama - One Play OR	1,776	
Drama - Two Plays (one drama stipend per school)	3,552	
13. Assessment Coordination - 800 or fewer students ***	2,100	1,500
Assessment Coordination - more than 800 students ***	2,400	1,800
14. History Day	1,500	
15. Science Olympiad	1,500	
16. ASB Advisor	1,500	

** 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: 09/13/16

**CERTIFICATED ACTIVITY SCHEDULE
NORTHSHORE SCHOOL DISTRICT NO. 417
2016-2017 School Year**

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

SCHEDULE 23SH

Effective: September 01, 2016

SCHEDULE 23SH - SENIOR HIGH			Additional Allocation
1.	Honor Society	1,557	
2.	Senior Class Advisor	2,000	
3.	Junior Class Advisor	1,500	
4.	Sophomore Class Advisor	1,000	
5.	Activity Director	7,696	
6.	Athletic Director	7,696	
7.	Yearbook	4,262	
8.	Model UN	3,489	
9.	Music - Band *	6,866	
10.	Music - Vocal	4,855	
11.	Music - Orchestra	4,145	
12.	Newspaper	4,262	
13.	Student Store	2,960	
14.	Safety Committee Member	355	
15.	Safety Committee Coordinator	710	
16.	Link Crew Coordinator (4 stipends)**	1,500	
17.	Academic Clubs (total allotment per school)	8,500	
18.	Drama - Two Plays OR	4,737	
	Drama - Three Plays (one drama stipend per school)	7,104	
20.	Assessment Coordination ***	3,000	3,500
21.	Freshman Class Advisor (beginning in 2017-18)	750	

* Band Directors to receive additional amt per event for participation in post-season events (as defined in AAA collective bargaining agreement).	70
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**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: 09/13/16

**CERTIFICATED ACTIVITY SCHEDULE
NORTHSHORE SCHOOL DISTRICT NO. 417
2016-2017 School Year**

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

SCHEDULE 23SA

Effective: September 01, 2016

SCHEDULE 23SA - Secondary Academy for Success			Additional Allocation
1.	Senior Class Advisor	949	
2.	Newspaper	2,281	
3.	Yearbook	2,333	
4.	Academic Clubs (total allotment per school)	5,668	
5.	Safety Committee Member	355	
6.	Safety Committee Coordinator	710	
7.	Assessment Coordination *** (Shared with NN)	2,100	1,500

*** 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: 09/13/16

**CERTIFICATED ACTIVITY SCHEDULE
NORTHSHORE SCHOOL DISTRICT NO. 417
2016-2017 School Year**

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

SCHEDULE 23NN

Effective: September 01, 2016

SCHEDULE 23NN - Northshore Networks			Additional Allocation
1.	Assessment Coordination *** (Shared with SAS)	2,100	1,500

*** 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.

Assessment Coordination stipend shared with SAS

Approved by the Board of Directors on: 09/13/16

**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
2016-2017 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, 2016

ADDENDUM C-3 1350 Hrs.

ASSIGNED RESPONSIBILITY SCHEDULE		
		Annual Amt
FIFTH YEAR	*****	\$5,108
	Monthly	425.67
	Hrly(1,350hrs)	3.7837

ADDENDUM C-5

CERTIFICATED SUPPLEMENTAL ASSIGNMENTS SCHEDULE		
HOURLY RATE	*****	\$32.13

ADDENDUM C-8

DISCRETIONARY ACTIVITY SCHEDULE		Annual Amt
<u>Principal's Discretionary</u>		
Elementary		\$4,864
Junior High		\$3,986
Senior High		\$3,484
Secondary Alternative		\$3,484
<u>Building Discretionary</u>		
Elementary		\$2,307
Junior High		\$3,297
Senior High		\$3,297
Secondary Alternative		\$3,297

ADDENDUM C-4

DEPARTMENT HEAD SCHEDULE		
ANNUAL AMOUNT	*****	\$2,860
	Monthly	\$238.33

ADDENDUM C-6

TECHNOLOGY RESOURCE TEACHER		
ANNUAL AMOUNT	*****	\$1,439
	Monthly	\$119.92

ADDENDUM C-7

LEARNING INSTITUTE AND/OR CURRICULUM TRAINING RATE SUMMER SCHOOL RATE CHEMICAL HYGIENE OFFICER		
HOURLY RATE	*****	\$46.04

ADDENDUM C-9

SUBSTITUTE TEACHER RATE*		
	Hourly Rate	Daily Rate
Full Day	\$20.27	\$152.00
One-half day (3.75 hours)		\$76.00
SUBSTITUTE TEACHER LONG-TERM RATE*		
After 20 cumulative full days worked	Hourly Rate	Daily Rate
Full Day	\$22.27	\$167.00
One-half day (3.75 hours)		\$83.50
Days Worked can be Non-Consecutive		
SUBSTITUTE TEACHER - RETIREE RATE*		
	Hourly Rate	Daily Rate
Full Day	\$22.27	\$167.00
One-half day (3.75 hours)		\$83.50

*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: 09/13/16

ADDENDUM C-9

For the 2017-18 school year, the substitute rates shall be:

- Substitute Teacher Rate: \$160 Daily, Half Day: \$80
- Substitute Teacher Long-Term Rate: \$175 Daily, Half Day: \$87.50
- Substitute Teacher – Retiree Rate: \$175 Daily, Half Day: \$87.50

ADDENDUM D

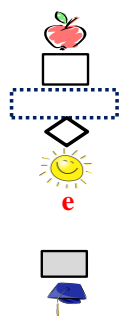
Significant Dates

August 30-31 & Sept 1	Non-Student Days
September 5	Labor Day
September 6	First Day of School
November 11	Veterans Day (Observed)
November 24 - 25	Thanksgiving Break
December 19 - January 2	Winter Break
January 16	Martin Luther King Day
January 30	Non-Student Day
February 20	President's Day
February 21 - 24	Mid-Winter Break
April 10 - 14	Spring Break
May 29	Memorial Day
June 21	Last Day of School
June 22	Non-Student Day/Emerg Make-Up Day
June 23	Emergency Make-Up Day

Grading Days Elementary and Secondary

January 30, June 22

Calendar Keys



First Day of School
Holidays
Vacation Breaks
Non-Student Days
Last Day of School June 21
Elementary Early Dismissal (no am/pm Kindergarten)
Early Release Wednesdays
Commencement June 19

Collaborative Time: (34) Wednesdays - Early Release

SDLT-Directed Time (8 Wednesdays)
District-Directed Time (4 Wednesdays)
Individually-Directed Time (20 Wednesdays)
Principal Days (2 Wednesdays)

Quarter/Semester End Dates

November 4	44 Days
January 27	45 Days
April 7	44 Days
June 21	47 Days

Northshore Schools 2016 - 2017 School Calendar



JULY				
MON	TUE	WED	THU	FRI
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

AUGUST				
MON	TUE	WED	THU	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

SEPTEMBER				
MON	TUE	WED	THU	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

OCTOBER				
MON	TUE	WED	THU	FRI
		5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

NOVEMBER				
MON	TUE	WED	THU	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17 ^e	18 ^e
21 ^e	22 ^e	23 ^e	24	25
28	29	30		

DECEMBER				
MON	TUE	WED	THU	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

JANUARY				
MON	TUE	WED	THU	FRI
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

FEBRUARY				
MON	TUE	WED	THU	FRI
		1	2	3
6	7	8	9	10 ^e
13	14	15	16	17
20	21	22	23	24
27	28			

MARCH				
MON	TUE	WED	THU	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

APRIL				
MON	TUE	WED	THU	FRI
		5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

MAY				
MON	TUE	WED	THU	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

JUNE				
MON	TUE	WED	THU	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

* Emergency make-up days will be added to the end of the school year.

Revised: 9.8.16

ADDENDUM E
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, his/her school principal, or his/her 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 F 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 his or her intent to convert his or her 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 his or her 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 46 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 his or her intent to convert his or her 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 G PROVISIONS FOR LEAVE SHARING</p>
--

Under the provisions of Board Policy 5406 and Administrative Procedure 5406P, RCW 28A.400.380 and Chapter 392-126 WAC a Leave Sharing Program is established on a voluntary basis which permits employees to donate sick leave (illness, injury or emergency) to a fellow employee who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition, or to a fellow employee who is a victim of domestic violence, sexual assault, or stalking, or to a fellow employee who has been called to service in the uniformed services, which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment.

Procedures

A. Eligibility

1. The employee's job is one in which sick leave can be used and accrued.
2. The employee is not eligible for time-loss compensation under Chapter 51.32 RCW.
3. The employee has abided by District policies regarding the use of sick leave.
4. Sick leave has been exhausted, or will be exhausted, by the employee.
5. 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. All forms of paid leave available for use by the recipient must be used prior to using shared leave.

D. Documentation - The District shall require the employee or a legal representative, to submit, prior to approval or disapproval, documentation from a licensed physician or other authorized health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

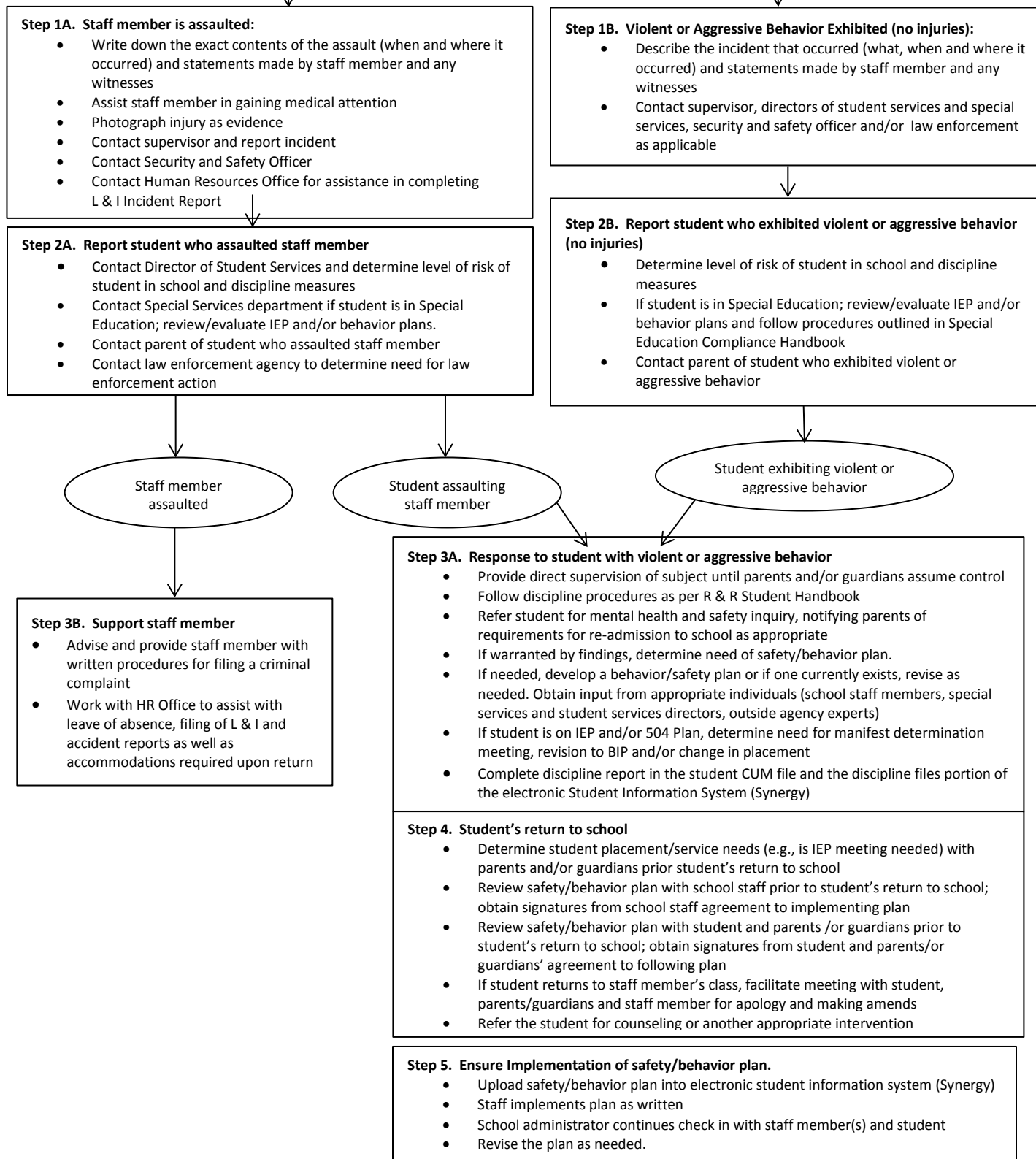
E. Calculation

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.

ADDENDUM H

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: _____

Signature indicates above actions have been taken and completed.)

ADDENDUM 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 servicemember 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 servicemembers 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 J

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 K

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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