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**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**NORTHSHORE SCHOOL DISTRICT NO. 417**

**AND**

**NORTHSHORE EDUCATION ASSOCIATION**

**1994 - 1996**

9/1/94 - 8/31/96

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**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 and its affiliates, Washington Education Association and National Education Association, hereinafter referred to as the "Association."
- 1.2 WHEREAS, the parties, pursuant to RCW 41.59, Educational Employment Relations Act, have reached certain agreements 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 DEFINITIONS**

- 2.1 When used in this Collective Bargaining Agreement, terms shall have the following meanings:
- a. "Teacher," "employee," "educational employee," "certificated support personnel," "special services staff," "counselors," "educational staff associates," "occupational information specialists," and "certificated substitutes," refer to certificated employees represented by the Association.
  - b. "Exclusive bargaining representative" means the Association.
  - c. "Work year" means the one-hundred-eighty (180) days of student instruction.
  - d. "Act" means the Educational Employment Relations Act (RCW 41.59), as now existing or hereafter amended.
  - e. "Extra-curricular" means assignments that appear on Addendum C-2 and are compensated for by a supplemental contract, or as posted and paid on a supplemental contract under the guidelines of Article 50.
  - f. "One-half 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.P.S.C." means an Individual Personal Services Contract issued by the District to each educational employee to indicate remuneration for the work year base contract as per the current salary schedule.

- i. "True per diem" means one - one-hundred eightieth (1/180), or appropriate fraction thereof, of the total contracted salary indicated on the educational employee's I.P.S.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 educational 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 educational 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.

## 2.2 Shared Decision Making

2.2.1 School staff are encouraged to develop strategies and procedures for sharing decisions. Where consensus is appropriate a written definition of consensus should be established. Shared decision making practices should be reviewed yearly.

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

<b>ARTICLE 3</b>	<b>RECOGNITION</b>
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3.1 The District hereby recognizes the Association as the exclusive bargaining representative for all educational employees, whether under contract or letter of intent, or on leave, or on hourly rate basis. Such representation shall exclude the Superintendent, Deputy Superintendent, Executive Directors, District General Counsel, Directors, Assistant Directors, Supervisors, Principals, and Vice-Principals.

<b>ARTICLE 4</b>	<b>SEVERABILITY</b>
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4.1 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.

4.2 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.

<b>ARTICLE 5</b>	<b>STATUS OF THE AGREEMENT</b>
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5.1 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.

- 5.2 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 6 MAINTENANCE OF STANDARDS**

- 6.1 While this Agreement remains in force, the District shall maintain those written School Board policies and procedures which affect educational 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 7 APPLICATION OF AGREEMENT/INDIVIDUAL SERVICE CONTRACTS**

- 7.1 All individual personal service contracts issued by the District to educational employees covered by this Agreement shall be subject to the provisions of this Agreement. If any such individual contract contains language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 7.2 The District shall not issue any individual personal service contracts prior to the execution of this Agreement. Within a reasonable time thereafter, a completed, individual personal service contract will be issued to each educational employee covered by this Agreement.

## **ARTICLE 8 DISTRIBUTION OF AGREEMENT**

- 8.1 Within the first thirty (30) school days following execution of this agreement, the District shall print and deliver to each educational employee covered by this Agreement a copy of this Agreement. One-hundred-fifty (150) additional copies shall be provided to the Association. All educational employees newly hired by the District shall be provided a copy of this Agreement by the District at the time of issuance of individual personal service contracts.

## **ARTICLE 9 MONITORING THE AGREEMENT**

- 9.1 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 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 educational 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 educational employee fails to submit such assignment of wages within the above-stated time limits or if an educational 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 Educational 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 educational employees whose pay shall not be subject to Association membership dues deduction.
- 11.5 The right of non-association of employees based on a 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 educational 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 educational 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 educational 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 educational 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 educational 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.

<b>ARTICLE 12</b>	<b>NO STRIKES</b>
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- 12.1 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.
- 12.2 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.

<b>ARTICLE 13</b>	<b>DISTRICT RIGHTS</b>
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- 13.1 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.
- 13.2 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.

<b>ARTICLE 14</b>	<b>ASSOCIATION RIGHTS</b>
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- 14.1 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.
- 14.2 The Association shall have the right to use intra-District mail services, faculty room bulletin boards, and educational employee mailboxes for communications with educational 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 educational employee mailboxes may be terminated forthwith by the District. In the event Association members, acting individually, engage in a strike, work slowdown or stoppage, the rights to intra-District mail services, faculty room bulletin boards and educational employee mailboxes may be terminated when, upon consultation

with the Association, it is determined that said member is acting for the Association.

- 14.3 Association representatives shall have the right to visit the District's premises to meet with educational 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.
- 14.4 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.
- 14.5 The Association shall have the right to designate up to five (5) educational employees, who shall be released from assigned duties for the purposes of bargaining with the District, provided that such released time shall be granted no more frequently than three (3) times within any work week and only during the period beginning on April 1st and ending with the last work week of the student school year, unless mutually agreed otherwise.
- 14.6 The Association may designate educational 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.
- 14.7 The Association shall have the right to address the Board of Directors during that time reserved on the Board's agenda for visitors.
- 14.8 The Association may participate in the orientation of new teachers.
- 14.9 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 the attorney who may assist in the defense of any suit brought against the District as a result of these provisions. If an attorney is so designated, the Association shall be required to pay all his/her fees and costs.
- 14.10 The Association shall have the right to purchase for the employees of Cascade UniServ Council coverage under the District insurance plans.

<b>ARTICLE 15</b>	<b>CONTRACTING OUT</b>
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- 15.1 The duties and/or responsibilities normally assigned to educational 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.
- 15.2 Aides or other instructional assistant personnel will be employed only for the purpose of providing supportive services for educational employees and under their direct supervision.

**ARTICLE 16      WORK YEAR**

- 16.1      The school work year for educational employees shall be 180 days, as specified on the approved District Calendar, Addendum D. In addition, the District shall schedule each educational employee two (2) District Inservice days paid at the employee's true per diem. The District shall determine how the educational employee will use these two (2) District Inservice days. In emergent situations, an employee may reschedule a District Inservice day with agreement on how the day will be made up with the employee's supervisor and/or approval from the Director of Certificated Personnel.
- 16.2      The District shall offer each educational employee eight (8) professional days (60 hours), paid at the individual employee's true per diem, for professional work. Less than full time staff shall be eligible for a pro rata share of the eight (8) days. A minimum of two (2) days(15 hours) will be mutually designated by building administrators and staff to implement building improvement goal(s) and the District Strategic Plan emphasizing such areas as listed below as items (h), (j), and (k). Examples of acceptable use of such days shall include, but not be limited to the following:
- a)      Preparation for school opening and trimester 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 and 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) Department Head duties not covered by release time.
- 16.3 Pay for District Inservice days and professional hours will be made on an annual basis in twelve (12) regular installments. The performance of services rendered shall be verified on District-prescribed forms. The completed forms must be submitted by the Supervisor to the Payroll Office no later than November 1, for inservice days and June 30, for professional hours. An employee may schedule use of professional hours for July if such scheduling is preplanned with the employee's supervisor prior to June 30.
- 16.4 The District shall provide four (4) early student dismissal days for each level (Elementary, Jr. High and Senior High), as denoted on the calendar, Addendum D.
- 16.5 The District shall provide a pool of days to be assigned by the District for special purposes. These days will be used for the following purposes:
- a) Self-Study
  - b) Other curricular, program development, and/or committee purposes.
  - c) One (1) day for each participating certificated employee for Camp Casey preparation.
  - d) One (1) day when an employee is involuntarily transferred to a different work site or when remodel work causes employees to pack and move materials and supplies. The District will be responsible for moving employee materials.
- 16.6 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 timelines.

<b>ARTICLE 17      WORK DAY</b>
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- 17.1 Educational 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. The total length of the work day shall not exceed seven and one-half (7-1/2) continuous hours, except as modified by 17.10 below.
- 17.1.1 SENIOR HIGH (10, 11, 12): The instructional load at the senior high level shall not exceed five (5) periods. Educational employees shall also be entitled to one preparation period per day to be used for lesson planning, paper correction, and student/parent conferencing. Unless mutually agreed upon by

the educational employee and principal, the number of separate classroom preparations shall be limited to a maximum of three (3) per trimester. Should it be necessary to assign four (4) preparations, without mutual agreement, the educational employee will be paid \$500. per trimester to compensate for additional preparation.

- 17.1.2 JUNIOR HIGH (7, 8, 9): The instructional load at the junior high level shall not exceed five (5) periods. Teachers shall also be entitled to one preparation period per day, to be used for lesson planning, paper correction, and student/parent conferencing. Unless mutually agreed upon by the educational employee and principal, the number of separate classroom preparations shall be limited to a maximum of three (3) per trimester. Should it be necessary to assign four preparations, without mutual agreement, the educational employee assigned will be paid \$500. per trimester to compensate for the additional preparation.
- 17.1.3 ELEMENTARY (K-6): The instructional load for educational employees shall not exceed five (5) hours and fifty (50) minutes. Educational employees shall be scheduled for two-hundred-fifty (250) minutes of preparation time each week, excluding lunch and thirty (30) continuous minutes preparation time shall be granted each educational employee. Unless otherwise mutually agreed upon by the educational employee and principal, preparation time shall be on a daily basis and the number of minutes of preparation time shall be on a daily basis, and the number of minutes of preparation time for music and physical education specialists shall be thirty (30) continuous minutes. In the event mutual agreement is not reached, the Executive Director for Elementary Education shall review the preparation time staff allocation and schedules and take appropriate action only in order to prevent undue disruption of the school program.
- 17.2 All elementary educational employees shall be scheduled at least one (1) fifteen (15) minute relief period each day, either at midmorning or midafternoon.
- 17.2.1 To allow elementary educational employees greater effectiveness in performing classroom related duties, the District agrees to hire classified personnel to perform supervision duties for one (1) recess and the period before school.
- 17.2.2 The District agrees to provide six (6) days of three (3) hours each day of early student dismissal in grades 1 - 6 in the Fall for the purpose of preparation and conferencing with parents.
- 17.2.3 Kindergarten teachers will be provided six (6) full days without students in the Fall for the purpose of preparation and conferencing with parents.
- 17.3 Educational employees who, in the course of their employment, are assigned by the District to travel between buildings without work load modification shall be paid one-tenth (.1) of the individual's per diem salary for such travel.
- 17.4 All educational employees of the bargaining unit shall be provided with relief and preparation time to the same extent as other educational employees at similar levels in the District.
- 17.5 All educational employees shall have a duty-free lunch period of not less than thirty (30) minutes.

- 17.6 The District shall grant all special education staff the equivalent of four (4) work days of contracted released time per year. Said released time shall be granted at a time mutually agreed upon by the educational employee and principal.
- 17.7 When all schools in the District are closed due to weather and/or other emergency, educational 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, educational 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.
- 17.7.1 In the event that an individual school in the District or grade level therein is closed due to weather and/or other emergency, educational 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 educational employees so affected report for duty, the District will provide heated, lighted, and furnished facilities for such educational employees. In emergencies due to weather requiring delayed openings of an individual school or grade level, educational 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.
- 17.7.2 In the event of an emergency which forces students to stay beyond the normal student day (i.e., snow, earthquake, late arrival of busses, etc.), educational employees may be asked by their supervisor to stay at the work site to assist with student supervision. Such educational employees will be paid true per diem on an hourly rate for such duty.
- 17.8 Any educational 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.
- 17.8.1 Any educational 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.
- 17.9 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.
- 17.10 In addition to the work day time established in 17.1 above, educational employees may be required to attend one (1) school open house per year and building administrators may require educational employees to attend faculty meetings that extend beyond the work day for a maximum of one (1) hour per month, provided that no meeting shall extend more than thirty (30) minutes before or after the work day. These requirements shall constitute the only required extensions of the work day for educational employees.
- 17.11 All employees working voluntary extended year contracts will be paid at true per diem. Extended days will be assigned on a FTE/pro rated basis, but not limited to, the following:

Project Leaders	10	Coordinator (Fine Arts)	20	CDS	6
Librarians	4	Psychologists	8	OT/PT	3
Counselors	12	District Nurse	5	OIS	4
Coordinators	10	Activity Coordinators	4		
Coordinator (LAP)	15	Athletic Directors	4		

Vocational education days will be assigned by the Director of Vocational Education.

## ARTICLE 18 EMPLOYEE WORK LOADS

- 18.1 **ELEMENTARY WORK LOADS:** The District will strive to maintain reasonable educational 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 actually exceeds thirty (30), the District will specifically evaluate the situation, and within ten (10) school days, take appropriate action to give relief to the educational employee(s) affected. Such appropriate action for the affected employee shall include one (1) day of substitute time each trimester for which the number of pupils assigned to the elementary classroom exceeds thirty (30) students. This one (1) day provision may be utilized by the educational employee in one-half day or full day increments. Whenever the number of pupils assigned to a Kindergarten classroom teacher exceeds an average of 24 students each session, appropriate relief shall include one (1) day of substitute time each trimester for which the Kindergarten teacher experiences an overload of students.

In addition to this relief, elementary educational classroom employees shall be paid \$300.00 for each trimester in which their classload exceeds twenty-nine (29) students for Grades 1-6 or twenty-three (23) students average for Kindergarten at any time during that trimester. Such payment will be made in a lump sum at the end of the first pay period following the end of the trimester.

Music, physical education and library will be exclusions to these provisions. However, overload provisions for music, physical education and library are defined as more than a total of forty (40) sections per week with a maximum of forty-one sections per week with the relief being overload pay of \$300.00 per trimester for each trimester in which the overload occurs. Fifteen (15) hours per week of designated library assistant time is allocated to each elementary librarian.

- 18.1.1 **JUNIOR HIGH WORK LOAD:** Whenever the number of pupils assigned to a junior high school classroom educational employee actually exceeds one-hundred-sixty (160) students per day or an individual class exceeds thirty-four (34) students per class, the District will specifically evaluate the situation, and within ten (10) school days take appropriate action to give relief to the educational employee(s) affected if the overload continues beyond the ten (10) day period. The appropriate relief for the affected employee shall be one (1) day of substitute teacher time each trimester for which the number of pupils assigned to a junior high school classroom educational employee actually exceeds one-hundred-sixty (160) students per day or an individual class exceeds thirty-four (34) students. This one (1) day provision may be utilized by the educational employee in one-half day or full day increments.

In addition to this relief, junior high educational classroom employees shall be paid \$300.00 for each trimester, as noted on the calendar, Addendum D, in which the total student count for the individual teacher exceeds one-hundred-sixty (160) students or an individual class exceeds thirty four (34) students for more than ten (10) consecutive days. Such payment will be made in a lump sum at the first pay period following the end of the trimester date.

Music and physical education are excluded from these provisions.

- 18.1.2 SENIOR HIGH WORK LOAD: Whenever the number of pupils assigned to a senior high school classroom educational employee actually exceeds 160 students per day or an individual class exceeds thirty-four (34) students per class, the District will specifically evaluate the situation, and within ten (10) school days take appropriate action to give relief to the educational employee(s) affected if the overload continues beyond the ten (10) day period. The appropriate relief for the affected employee shall be one (1) day of substitute teacher time each trimester for which the number of pupils assigned to a senior high school classroom educational employee actually exceeds one-hundred-sixty (160) or an individual class exceeds thirty-four (34) students per day. This one (1) day provision may be utilized by the educational employee in one-half day or full day increments.

In addition to this relief, senior high educational classroom employees shall be paid \$300.00 for each trimester, as noted on the calendar, Addendum D, in which the total student count for the individual teacher exceeds one-hundred-sixty (160) students or an individual class exceeds thirty-four (34) students for more than ten (10) consecutive days. Such payment will be made in a lump sum at the first pay period following the end of the trimester date. Class loads for teachers with study hall assignments will be determined at four-fifths (4/5).

Music, physical education and study hall will be exceptions to these provisions.

- 18.1.3 None of the above provisions would necessarily hold for classrooms where teaching staff and administrators, at an elementary school level, or on a departmental basis, have developed and arranged special variations in curriculum, instructional methods, and staff organization.
- 18.1.4 In addition to the above provisions of 18.1, 18.1.1 and 18.1.2, mainstreamed contained learning center students with an active IEP will be designated a specific count of 1.5 FTE in all class size provisions with the exception of music, physical education and library.
- 18.1.5 If the District experiences a reduction in local or state funds below the previous year's funding level, the District shall consult with the Association on the matter prior to instituting any changes in the above provisions.
- 18.2 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 educational employee(s) affected. Should resolution of the work overload not be reached, the individual(s) may pursue evaluation and resolution through the Special Education Advisory Council. (See Addendum A-8.) If individual(s) involved are not satisfied with the resolution proposed by the Special Education Advisory Council, different specific resolution may be requested of the Superintendent.

- 18.2.1 For the purpose of determining workload for special education employees, a service unit will be defined as direct contact with students.
- 18.2.2 Whenever the special education employee's workload exceeds the limits below, the District will specifically evaluate the situation and relief will be provided according 18.2.3.
- 18.2.3 Workload for special education teachers will be defined as:
- 18.2.3.1 An average of twenty-five (25) Individual Educational Plans (I.E.P.s) per teacher within each building.
- a) **ELEMENTARY AND SECONDARY CONTAINED LEARNING CENTERS:**
- 1) KINDERGARTEN TRANSITION - Half-day Program - 10 students
  - 2) GRADES ONE THROUGH SIX CONTAINED LEARNING CENTERS - Twelve (12) students with no more than two grade levels per classroom and/or ability grouping between classrooms with special consideration for individual program design.
  - 3) SECONDARY CONTAINED LEARNING CENTERS - Twelve (12) students with special consideration for individual program design.
  - 4) OVERLOAD PROVISIONS FOR CONTAINED LEARNING CENTERS: The District shall staff elementary and secondary contained learning centers with up to fourteen (14) students with full-time instructional assistants provided as well as relief of \$300.00 for each trimester in which the total student count for the individual classroom teacher exceeds twelve (12) students during that trimester. If the District has unusual circumstances causing lack of space for a contained learning center, the District may place additional students in one classroom facility and provide an additional certificated employee allowing for a ratio of certificated employee to students of no more than 1:10 as well as additional instructional assistant help as deemed necessary.
- b) **ELEMENTARY AND SECONDARY LEARNING CENTERS:**
- 1) Eighty (80) one-half hour direct service units per day for educational employee(s) assigned to one building.
  - 2) Seventy (70) one-half hour service units per day for educational employee(s) assigned to more than one building.
  - 3) Secondary learning centers - fourteen (14) students per period of sixty (60) one-hour direct service units per day, with special consideration for program design, subject matter, student grouping, scheduling, and mainstreaming responsibilities.
  - 4) Elementary and Secondary Learning Centers shall be staffed with half-time Instructional Assistants as well as relief of \$300.00 for each trimester in which the total Direct Service Unit Count exceeds the above numbers for each trimester. In addition, a minimum of 6.5 hours Instructional Assistant time will be assigned to classes in which such overloads occur.

c) C. O. SORENSON:

- 1) 8:1 ratio of students to classroom teacher. A building review committee is established to deal with all identified concerns on case workloads.

18.2.4 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 \$30.00 per hour 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) COMMUNICATION DISORDER SPECIALIST - Forty (40) regular and/or special education students on an active I.E.P. and twenty-five (25) hours of direct service per week as determined on an individual case load basis.
- c) SCHOOL PSYCHOLOGISTS - No more than two (2) buildings per psychologist, with special consideration for balance of building assignments. Psychologists hired prior to June, 1991 will be grandfathered with the Responsibility Schedule as determined in Addendum C-3. Psychologists hired after that time will not be placed on this Schedule.

18.3 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.

18.4 The District will strive to maintain reasonable educational employee workloads as it relates to the number of "special needs" students (i.e., special education contained learning center students, learning center students, and English as a Second Language students) who are integrated within the regular educational program.

18.4.1 Elementary educational employees in the regular classroom program who have more than five (5) "special needs" students (i.e., special education contained learning center students, learning center students, and English as a Second Language students) each day shall receive one-half (1/2) day of substitute teacher time each trimester. The five (5) "special needs" students must have been under that educational employee's supervision for at least one-half (1/2) of the trimester to qualify for substitute teacher time.

18.4.2 Junior high school educational employees in the regular classroom program who have more than ten (10) "special needs" students (i.e., special education contained learning center students, learning center students, and English as a Second Language students) each day shall receive one-half (1/2) day of substitute teacher time each trimester. The ten (10) "special needs" students must have been under that educational employee's supervision for at least one-half (1/2) of the trimester to qualify for substitute teacher time. Music and physical education classes shall be exceptions to this provision.

- 18.4.3 High school educational employees in the regular classroom program who have more than ten (10) "special needs" students (i.e., special education contained learning center students, learning center students and English as a Second Language students) each day shall receive one-half (1/2) day of substitute teacher time each trimester. The ten (10) "special needs" students must have been under that educational employee's supervision for at least one-half (1/2) of the trimester to qualify for substitute teacher time. Music, physical education, and study hall classes shall be exceptions to this provision.

## 18.5 PROCEDURES FOR INCLUSION OF STUDENTS WITH DISABILITIES

It is the District's responsibility to educate all staff and parents on the appropriateness of various special education program options for students, definitions of special education terminology, expectations of staff and parents, resources for inservice and training, and questions or criteria to consider prior to making a decision about including a moderately or severely disabled student in a regular classroom. The District Special Education Department will provide release time and funding for training, planning, and site visits for all staff impacted by inclusion. The District shall maintain a continuum of services available to special education students in Northshore School District.

### 18.5.1 SETTING THE STAGE

- a) Use the existing multidisciplinary team (MDT) or establish a "building support team" to support and assist the classroom teacher and any included students. The team will decide the necessary time and resources to receive inservice and develop plans for coordinating services and meeting both staff and student needs. A building support team may include administrator(s), special education teachers, LAP, LASER, Chapter I, Psychologist, Specialists, and regular education teachers.
- b) Regular classroom teachers interested in becoming more knowledgeable about student disabilities and/or specific special education students will be given the time and support to attend inservice training and visit other school sites to observe programs which include students with moderate/severe disabilities. Such time and support shall be given through the resources of the MDT or building support team.

### 18.5.2 PROCESS CONSIDERATIONS

- a) The process for student placement begins with an informational meeting between the sending MDT, the potential receiving MDT, and the potential receiving teacher(s). The purpose of the joint meeting is to discuss realistic expectations for a potential inclusion placement with the potential receiving grade level or subject area teachers. The teams would explore the feasibility and modifications needed in order for the student and the staff to have a successful experience within the receiving school's regular education program.
- b) The MDT teams will identify a case manager to facilitate the discussions and coordinate efforts.

- c) The parent and student will be invited to observe the regular education program at the receiving school. Similarly, potential receiving staff will be given release time to visit the student in his/her program in a contained setting and consult with the student's current teacher(s)/specialist(s).
- d) A building administrator will meet with the grade level and/or subject area teachers and finalize the identification of the receiving teacher. Further site visits may be needed at this time to prepare the teacher.
- e) The receiving MDT, in collaboration with the sending MDT, will draft a tentative inclusion plan, i.e., transition plan, support services needed, specialists needed, instructional assistant usage, adaptation of curriculum and grading, student progress evaluation, necessary pull-out schedule, inservice needed, equipment needed, and release time for coordination efforts of staff serving the specific student. The inclusion plan will include a timetable and process for assessing the continuing appropriateness of an inclusion placement. Potential receiving grade and/or subject area teachers will be included in this meeting.
- f) The special education teacher, designated regular education teacher, appropriate ESA staff, and the parent will meet to review the existing Individual Education Plan (IEP), develop an IEP or IEP Addendum for the coming school year, and review the inclusion plan.
- g) The MDT of the receiving school will make a periodic assessment to determine whether the student's program continues to be appropriate and meets the student's physical, academic, social and psychological needs. If not, the MDT will reassess their decision and explore alternative program options. If the MDT feels that another program better meets the student's needs, the MDT will recommend the alternative program as more appropriate for the student. An IEP meeting shall be held with the parent to explain the MDT's recommendation and rationale.

### 18.5.3 STAFF ROLES IN THE PROCESS

- a) The role of the regular education teacher is to teach the regular class and help the special needs student be included as a full member of that learning community as much as possible. It is not the classroom teacher's responsibility to get the student "to grade level"; rather, it is to assist the student to achieve his/her IEP goals and objectives. The classroom teacher must have access to and consultation on the specific IEP goals and objectives for the particular student. The classroom teacher must have access to resources and support in order to successfully include the student in his/her classroom.
- b) The role of the special education teacher is to determine, based on the student's IEP and in cooperation with the classroom teacher, areas that are a focus of growth/measurement for the particular student. The special education teacher will adapt curriculum materials upon request, assist with modifications in student grading, provide resource materials, provide instruction, and serve as the primary contact person with the parent(s) unless otherwise determined

with the regular classroom teacher. The special education teacher is responsible for writing and implementing the IEP and monitoring all IEP goal areas. The IEP will be reviewed and modified in consultation with the regular classroom teacher.

- c) The role of the Multi-Disciplinary Team (MDT) is to explore and recommend the most appropriate program for a special education student, based on the student's physical, social, academic and psychological needs. (See Special Education Procedure Handbook for more detail.)
- d) The role of other service providers (CDS, OT/PT, School Psychologists, etc.) in supporting and serving staff and students will be determined by the student's IEP requirements for related services and coordinated through the building support team and/or MDT, the classroom teacher involved, and the special education teacher.

<b>18A</b>	<b>CERTIFICATED SUBSTITUTES</b>
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18A.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 18A.

18A.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. 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.

18A.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 Article 18A of the Collective Bargaining Agreement.
- C. Substitutes may submit suggestions to the Office of the Director of Certificated Personnel for revisions of the handbook.

18A.4 CONDITIONS OF EMPLOYMENT:

A. RATE OF PAY - There shall be two types of substitutes, regular daily and long term.

1. **REGULAR DAILY SUBSTITUTE** - A regular daily substitute is defined as a person who is employed as a substitute for a bargaining unit member for not more than twenty (20) consecutive days.
  - a. For the 1994-95 school year, a regular daily substitute shall be paid at the rate of \$86.00 per full day and \$43.00 for a one-half (1/2) day assignment.
  - b. For the 1994-95 school year, the rate of pay will be increased by the average amount allocated on the Northshore State-wide Salary Schedule flow-through and the increase will be granted to full day, half day and long term substitute rates of pay.
2. **LONG TERM SUBSTITUTE** - A long term substitute is defined as a person who is employed as a substitute for a bargaining unit member in an assignment which lasts longer than twenty (20) consecutive days.
  - a. Long term substitutes shall be paid at the rate applicable to regular daily substitutes up to and including the twentieth (20th) consecutive day in the same assignment.
  - b. During the 1994-95 school year, a long term substitute will be paid \$100.00 per day for days worked past the twentieth (20th) consecutive day in one assignment.
  - c. A substitute in a long term assignment for twenty-one (21) days or more may be absent from that assignment due to illness for one (1) day for each twenty (20) days worked in that assignment without losing the status of a long term substitute. Such days of absence shall be without compensation.
  - d. 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.
  - e. Long-term substitutes will be expected to meet the parent conference schedule that would have been expected of the regular employee whose position is being filled.
  - f. 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.

**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 and one-half hours (7.5 hours). Full day assignments include a thirty (30) minute, 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 nonschool 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.

#### 18A.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. Substitutes seeking open positions need to have a job application on file in the Office of Certificated Personnel which is separate from the substitute job application.
- B. Upon request, a substitute will be informed by the Building Administrator or Director of Certificated Personnel when a problem arises regarding job performance which may result in their exclusion from a classroom or building.

#### 18A.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 educational 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.

**18A.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 educational employees for errors and omissions.
- B.    As required by RCW 28A.58.425, the District shall provide insurance covering substitutes engaged in the maintenance of order and discipline or the protection of school personnel and students or property thereof.

**18A.8**      **SERVICE APPLICATION TO HIRING**

- A.    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 Salary Allocation Model Salary Schedule.

**18A.9**      **SUBSTITUTE GRIEVANCE PROCEDURE**

**18A.9.1**      A grievance is a claim filed by an educational 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 resort to these grievance channels.

**18A.9.2**      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 (Addendum F-1) 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. (Addendum F-2)

**18A.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 five (5) 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. (Addendum F-3). 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.

18A.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 and may submit the matter to the American Arbitration Association (AAA), which will handle the grievance claim as provided below.

- a) Arbitration shall be conducted by an arbitrator selected by the District and Association from a list of persons submitted to them by the AAA, in accordance with AAA selection rules.
- b) During arbitration under this Agreement, AAA rules shall apply; additional rules may be adopted by the arbitrator. By mutual consent, AAA 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.

18A.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.

18A.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.

18A.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.

18A.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.

- 18A.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 educational employee involved in a grievance meeting or hearing as a witness or a grievant shall suffer loss of salary or other benefits.
- 18A.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.
- 18A.9.11 No reprisals. There shall be no reprisals of any kind by the District or the Association against any grievant or other educational employee participating in the grievance procedure.
- 18A.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.

## **ARTICLE 18A.10                    SUBSTITUTE DISPUTE RESOLUTION**

- 18A.10.1 A dispute is a claim filed by an educational employee(s) alleging that the District has violated, misinterpreted, misapplied, unfairly applied, or not applied any provision of this Agreement, or any rule, order, policy, regulation of the District.
- 18A.10.2 Step 1 - When such is alleged, the disputant shall first discuss the dispute with the immediate supervisor in an attempt to solve the dispute before resorting to further resolution procedures set forth herein.
- 18A.10.3 Step 2 - If resolution is not accomplished above, the disputant may, within five (5) school days of an answer received from the above meetings, file a written claim of dispute (Addendum F-4) with the Director of Certificated Personnel or his or her designee.
- 18A.10.4 Within five (5) school days of receipt of the written claim, the Director of Certificated Personnel or his or her designee shall meet with the disputant, who may be represented by an Association representative at the disputant's sole option. The Director of Certificated Personnel may include the immediate supervisor, if appropriate.
- 18A.10.5 The Director of Certificated Personnel or his or her designee shall answer the claim, in writing, within five (5) school days of such meeting and shall furnish a copy thereof to the disputant. Such answer shall include the reasons upon which the decision was based. A disputant who disagrees with resolution of the dispute at the Step 2 level regarding an alleged violation of the provisions of this Agreement may proceed to Article 18A.9 of this Agreement.

<b>ARTICLE 19</b>	<b>EDUCATIONAL EMPLOYEE RIGHTS AND RESPONSIBILITIES</b>
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- 19.1 The rights granted to educational employees hereunder shall be in addition to those provided elsewhere.

- 19.2 The District recognizes the right of educational 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.
- 19.3 The religious, political, and/or private persuasions of an educational 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.
- 19.4 The District recognizes the right of each educational employee to enjoy fair and equitable treatment without regard to race, color, creed, religion, national origin, sex, marital status, or presence of sensory or physical handicap, in accordance with this Agreement.
- 19.5 In cases involving formal disciplinary action, or at the request of the educational employee, said educational 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.
- 19.6 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.
- 19.7 Any complaint against an educational 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 educational employee within thirty (30) days of knowledge of such complaint. The educational 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 completed complaint form (see Addendum E) will be sent immediately to the employee against whom the complaint is lodged.
- 19.7.1 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.
- 19.8 No educational employee shall be required to contribute more than three (3) preparation periods per trimester for the purpose of supervising another educational employee's classroom duties.
- 19.9 Educational employees shall be responsible to:
- 19.9.1 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.
- 19.9.2 Maintain good order and discipline 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.

- 19.9.3 Hold accountable students under their supervision while in school.
- 19.9.4 Require excuses from minor students in cases of absence, tardiness, or early dismissal.
- 19.9.5 Observe the substantive and procedural due process rights of pupils.
- 19.9.6 Provide a written explanation, if required by the principal, when an employee removes a pupil from class for disciplinary reasons.
- 19.9.7 Be available at reasonable times during the work day for parent conferences and/or student help.
- 19.10 The District shall assist educational 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 educational employee of the assigned duty during which he/she was subjected to insult, abuse, intimidation, or threat of force or violence.
- 19.11 The District shall provide to each educational 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.

<b>ARTICLE 19A      JOB SHARING</b>
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- 19A.1 Job sharing shall refer to two (2) educational employees sharing one (1) full-time position.
- 19A.2 Job sharing may be available to educational employees who have continuing contracts with the District and who have indicated in writing to the Director of Certificated Personnel by April 1 of their desire to job share for the ensuing school year. 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 Director of Certificated Personnel.
- 19A.3 Educational employees holding job sharing assignments shall be granted the appropriate annual fractional leave(s), subject to the provisions of the Collective Bargaining Agreement.
- 19A.4 The two (2) educational 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.
- 19A.5 In the event a long-term replacement is required for a job sharer, the District may offer the other educational employee sharing that particular job the position.
- 19A.6 Job sharing partners may substitute for one another at substitute pay.

<b>ARTICLE 20</b>	<b>EDUCATIONAL EMPLOYEE PROTECTION</b>
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- 20.1 The District agrees to hold harmless and defend any educational 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 educational 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 educational employee, it will notify that employee as soon as practicably possible.
- 20.2 An educational employee who is assaulted during the performance of duties for the District 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. The District shall advise the educational employee concerning procedures for filing a criminal complaint and shall render reasonable legal assistance in dealing with law enforcement and judicial authorities.
- 20.3 Educational employees may, at all times, use such force as is lawful to protect self, a fellow educational employee, or a student from attack, physical abuse, or injury.
- 20.4 An educational 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.
- 20.5 The District or its insurer shall reimburse any educational 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 educational employee must exhaust his/her own insurance possibilities before being eligible for reimbursement under this section.
  - e) There must be filed, through the educational employee's immediate supervisor within twenty (20) days after the damage or loss, a claim for reimbursement.

<b>ARTICLE 21</b>	<b>DEPARTMENT HEADS</b>
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- 21.1 All department head positions and job descriptions for the ensuing school year shall be posted in each building by May 1. The administrator and department/faculty representative(s) will mutually develop the job description(s).

- 21.2 Department heads shall be mutually chosen by members of the individual departments (secondary), faculty members (elementary), and building principals by May 15 of each school year. Department heads for OT/PT, CDS and Psychologist Departments will be mutually chosen by members of the department and the Special Education Director.
- 21.3 Funding allotment and stipend -- (see Addendum C-4).

<b>ARTICLE 22</b>	<b>ACADEMIC FREEDOM</b>
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- 22.1 All educational 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.
- 22.2 As a vital component of academic freedom, educational 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.
- 22.3 Educational 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.

<b>ARTICLE 23</b>	<b>PERSONNEL FILES</b>
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- 23.1 Educational 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 when the administrator or educational employee leaves the assigned building. Anecdotal records come under all requirements of Article 19, Sections 19.6, 19.7 and 19.7.1.
- 23.2 At the educational employee's request, a witness may be present in this review and employee-generated inventory sheets of materials included within a personnel file will, upon request be initialed by the Superintendent's office.
- 23.3 Any derogatory reference to an educational 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.

<b>ARTICLE 24</b>	<b>EDUCATIONAL EMPLOYEE ABSENCE</b>
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- 24.1 In case of a planned or unplanned absence, the educational 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 a card for each employee containing the phone number and procedure for calling the District in the event of educational employee absence.

- 24.2 Educational employees anticipating absence for more than one (1) day shall, if able, call the answering service daily (if possible by 2:00 p.m.) to renew their request for a substitute. In addition, the educational employee may keep his or her principal advised concerning the reason for the duration of the absence.
- 24.3 A substitute shall be provided by the District when an educational employee is to be absent from his/her regular duties for one-half (1/2) day or more, except for language arts specialists and developmental reading teachers, who will be provided substitutes after the second consecutive day of absence, and counselors.

<b>ARTICLE 25</b>	<b>TEACHER TRAINING/TEACHER ASSISTANCE PROGRAM</b>
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- 25.1 For the purposes of this provision, the term "teacher" means any school employee possessing any one of the certificates issued by the Superintendent of Public Instruction under RCW 28A.70.005, exclusive of administrators.
- 25.2 Beginning teacher(s) will be defined as a certificated school employee with fewer than ninety (90) consecutive school days as a certificated school employee in either a public or private school, possessing any one of the certificates issued by the Superintendent of Public Instruction under RCW 28A.70.005 and who is employed by the District for ninety (90) consecutive school days or more.
- 25.3 Mentor teacher(s) will be defined as a teacher who has been employed as an educational employee for a minimum of three (3) years. The mentor teacher selected will provide continuing and sustained support to a beginning teacher.
- 25.4 Teachers may accept supervision of student teachers, cadets, interns, or other teacher trainees assigned to them by the building principal, provided that this professional responsibility is distributed fairly among members of the building faculty. Teachers may volunteer to accept greater professional responsibility for teacher training.
- 25.5 The District agrees to make application for funds for the Teacher Assistance Program, as provided under the provisions of Chapter 392-196 WAC to the extent funded by the State. The purpose of the Teacher Assistance Program shall be to offer nonevaluative assistance to new teachers.
- 25.5.1 Positions for mentor teacher(s) will be posted within each designated building for a minimum of seven (7) work days.
- 25.5.2 This professional responsibility will be for a one (1) school year period and will be distributed among members of building/District faculty.
- 25.5.3 Criteria for selection of mentor teachers shall be based upon the following:
- 1) Every effort shall be made to select a mentor teacher who will be located in the same building, grade level and/or subject matter as the beginning teacher.

- 2) The mentor teacher will agree to fulfill the obligations as required by the implementing WAC 392-196.
- 3) The mentor teacher should:
  - a) demonstrate effective teaching skills.
  - b) have a good understanding and perspective of District and building policies, procedures and programs.
  - c) possess a high level of professional development/commitment.
  - d) demonstrate good communication and interpretation skills.
  - e) have previous experience in working with new teachers or student teachers.

25.5.4 Selection of the mentor teacher(s) shall be by a panel consisting of at least one (1) building administrator and one (1) educational employee.

25.5.5 Payment for the positions of mentor teacher and for the beginning teacher shall be commensurate with that recommended by S.P.I. each school year.

- 1) The mentor teacher stipend will be allocated on a supplemental contract and paid in equal monthly installments.
- 2) Payment for the beginning teacher will be allocated on a supplemental contract, paid in one lump sum payment.
- 3) Additional funds will be allocated to allow:
  - a) Reimbursement by the District for mentor teacher and beginning teacher travel expenses for attendance at the Superintendent of Public Instruction-sponsored mentor teacher workshop(s).
  - b) Release time will be provided for the mentor teacher, and the beginning teacher to plan and for observation of other teaching situations. The number of scheduled instructional hours of release time will equal that recommended by O.S.P.I.-

<b>ARTICLE 26</b>	<b>EDUCATIONAL EMPLOYEE FACILITIES</b>
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26.1 The District shall provide furnished faculty lounges, dining areas which may incorporate faculty lounges, restrooms, appropriate office or classroom furniture, space to safely store materials, and parking space for educational employees.

26.2 Educational employees shall be issued keys consistent with security needs, as determined by the District and/or the building principal.

<b>ARTICLE 27</b>	<b>STUDENT DISCIPLINE</b>
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27.1 The District and educational employees shall require acceptable behavior on the part of all students who attend school in the District. Such discipline shall be consistent with the law and the provisions of this Agreement.

- 27.2 The District shall support educational employees in their efforts to maintain discipline and, further, shall support the authority of using prudent disciplinary measures by educational employees.
- 27.3 When an educational 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.
- 27.4 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.
- 27.5 If a student is substantially disruptive and is removed, the teacher may impose, as part of the power of discipline, a statement specifying the future behavior expectations of the student. The principal may modify said statement if enforcement of the future behavior expectations would violate the student's substantive or procedural due process rights.
- 27.6 The District shall provide orientation through the building principals for all educational 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 educational employee.
- 27.7 Each school will develop a written Disciplinary Plan. This plan shall be reviewed annually by the principal and staff.

<b>ARTICLE 28</b>	<b>COMMITTEES AND ADDENDUM 'A' PROVISIONS</b>
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It is the intent of the parties to acknowledge that the following committees having extensive agendas may meet during the work day, with individual committee approval.

- 28.1 In the event new curricular materials or units need to be developed, selected Northshore educational employees will be commissioned at the rate of extended hourly pay to assist in such development.
- 28.2 Northshore educational employees will participate in the curriculum approval process by recommending adoption of curricular changes and/or new courses of study consistent with the procedures of the Curriculum Review Committee. (See Addendum A-1.)
- 28.3 Northshore educational employees will participate in the Testing Assessment and Research Committee and research approval process by recommending standardized test adoptions, establishing standardized test schedules and conducting research projects consistent with committee procedures. Standardized test and/or alternative assessment measures used on a district-wide basis shall be reviewed and evaluated by this committee. (See Addendum A-2.)
- 28.4 Northshore educational employees will participate in the instructional materials approval process by recommending adoption or deletion of curricular materials consistent with provisions of RCW 28A.58.103 and procedures of the Instructional Materials Committee. (See Addendum A-3.)

- 28.5 During the term of this Agreement the District shall establish and maintain a Teacher Project Fund from which teachers may request monies for special curriculum projects according to the provisions of Addendum A-4.
- 28.6 The District and Association agree to establish a joint committee to examine the impact of mainstreaming and inclusion practices on regular education and to assess financial considerations and program conditions according to the provisions in Addendum A-5.
- 28.7 Educational employees will participate on the Instructional Leave Committee to recommend leaves for study under the provisions of Article 44 and Addendum A-6.
- 28.8 Northshore educational employees will be involved in the selection and implementation of staff development programs consistent with procedures of the Inservice Committee. (See Addendum A-7.)
- 28.9 Educational employees will participate on the Special Education Advisory Council for the purpose of resolution of special education work overload and other areas of concern as identified by the Council, under the provisions of Article 18 and Addendum A-8.
- 28.10 Staff development for educational employees with concerns regarding Special Needs Students will be addressed under the provisions of Addendum A-9.
- 28.11 Provisions for implementation of Article 50, regarding Perspectives on Coaching Positions with application to all coaching activities listed on the Activity Schedule of Addendum C-2, will be implemented with procedures found in Addendum A-10.

<b>ARTICLE 29</b>	<b>EDUCATIONAL EMPLOYEE EVALUATIVE CRITERIA AND PROCEDURES</b>
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- 29.1 It shall be the responsibility of each principal (or administrative designee) to evaluate all classroom teachers and certificated support personnel assigned to his/her building according to the criteria and procedures on forms developed and furnished by the District and attached to this Agreement as Addendum B.

<b>ARTICLE 30</b>	<b>PROBATION PROCEDURES</b>
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- 30.1 In the event the District places an educational employee on probation because said employee's work is judged unsatisfactory based on evaluative criteria, the District shall observe the following procedures:
- 30.1.1 A probationary period shall be established beginning on or before February 1 and ending no later than May 1. The purpose of the probationary period is to give the educational employee opportunity to demonstrate improvement in his or her areas of deficiency; moreover, establishment of a probationary period shall not be deemed to adversely affect the contract status of an educational employee.
- 30.1.2 The decision to place an educational employee on probation is to be determined by the Superintendent prior to February 1. The letter of probation from the Superintendent shall be hand delivered or sent by certified registered mail to the educational employee with a copy to the Association. The letter of

probation shall state specific areas of deficiency based on the evaluative criteria and/or established goals 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 educational employee involved can reach an acceptable level of performance.
- c) Plans for assistance by the observing administrator which spell out additional assistance from counselors and tutors, where applicable, to improve the educational employee's level of performance.

30.1.3 During the probationary period the evaluator shall meet with the educational employee at least twice monthly to supervise and make written evaluation of the progress of the educational employee. The evaluator shall furnish the educational employee with a copy of each progress report.

30.1.4 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.

30.1.5 During observations under these procedures and during post-observation conferences with the evaluator, the probationer may be accompanied by an Association representative, at the employee's option.

30.1.6 Within five (5) calendar days following 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 educational 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), or recommend that the employee be continued on probation under the existing probationary program for improvement as established in 30.1.2 above, or specifically document in writing the lack of necessary improvement. The evaluator shall furnish the educational 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.

30.2 In the event an educational 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 effect in contract status during the pending of such grievance.

<b>ARTICLE 31</b>	<b>TEACHER HEARING PROCEDURES</b>
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31.1 Any educational employee receiving notice of probable cause for discharge or adverse effect in contract status or any educational employee, with the exception of a provisional employee, receiving a notice of probable cause for nonrenewal of contract shall be granted the opportunity for a hearing, provided

that such educational employee files a written request for a hearing with the President or Secretary of the Board of Directors within ten (10) days after receiving such notice.

- 31.2 The hearing and/or a prehearing conference shall be open or closed, as requested by the employee, but if the employee fails to make such a request, the hearing officer may determine whether the hearing shall be open or closed.
- 31.3 The educational employee may engage counsel, who shall be entitled to represent the employee at all proceedings, including any prehearing conference held by the hearing officer. At the hearing, the employee may produce such witnesses as he or she may desire.
- 31.4 Within ten (10) days following the District receipt of a timely filed request for hearing, the Board of Directors or its designee and the employee shall each appoint one nominee, each of whom shall be a member in good standing of the Washington State Bar Association. Within five (5) days following the appointment of such nominees, they shall jointly appoint a hearing officer, who shall be a member in good standing of the Washington State Bar Association. Should said nominees fail to agree as to who should be appointed as the hearing officer, either the Board of Directors or its designee or the employee, upon appropriate notice to the other party, may apply to the Presiding Judge of the Superior Court of King or Snohomish County for the appointment of such hearing officer. Nothing herein shall preclude the Board of Directors or its designee and the employee from stipulating as to the identity of the hearing officer, in which event the foregoing procedures for the selection of the hearing officer shall be inapplicable. The District shall pay all fees and expenses of any hearing officer.
- 31.5 Within five (5) days following the selection of a hearing officer, the Board of Directors or its designee, the employee, and the hearing officer shall schedule a prehearing conference for a mutually acceptable time and place, to be held within such five day period. The employee shall be given written notice of the date, time, and place of such prehearing conference at least three (3) days prior to the date established for such conference.
- 31.6 The hearing officer shall preside at any prehearing conference scheduled, and in connection therewith shall:
- 31.6.1 Issue such subpoenas or subpoenas duces tecum as either party may request at that time or thereafter;
- 31.6.2 Authorize the taking of prehearing depositions at the request of either party at that time or thereafter;
- 31.6.3 Provide for such additional methods of discovery as may be authorized by the civil rules applicable to the Superior Court of the State of Washington; and
- 31.6.4 Establish the date for the commencement of the hearing, to be within ten (10) days following the date of the prehearing conference, unless the employee requests a continuance, in which event the hearing officer shall give due consideration to such request.
- 31.7 At the hearing, the hearing officer shall have the following duties:
- 31.7.1 Make rulings as to the admissibility of evidence pursuant to the rules of evidence applicable in the Superior Court of the State of Washington;

- 31.7.2 Make other appropriate rulings of law and procedure;
- 31.7.3 Within ten (10) days following the conclusion of the hearing, transmit in writing to the board and to the employee, findings of fact and conclusions of law and final decision; and
- 31.7.4 If the final decision is in favor of the employee, the employee shall be restored to his/her position and shall be awarded reasonable attorney's fees.
- 31.8 The decision by the hearing officer to nonrenew the employment contract of the employee, to discharge the employee, or to take other action adverse to the employee's contract status shall be based solely upon the cause or causes specified in the notice of probable cause to the employee and shall be established by a preponderance of the evidence at the hearing to be sufficient cause or causes for such action.
- 31.9 A copy of all decisions shall be given to the Association.
- 31.10 No alleged misapplication, violation, misinterpretation, unfair application, or non-application of the hearing procedures set forth in this article shall form the basis for any grievance against the District or its officers, agents, or employees and educational employees covered by this Agreement hereby expressly waive any right to proceed against the District or its officers, agents, or employees with any such grievance. However, alleged failure to follow these hearing procedures shall be subject to such judicial review as the statutes provide.
- 31.11 Upon mutual agreement between the District and the Association, the nonrenewal hearings, as outlined above, may be replaced with Arbitration proceedings under the provisions of Article 46, beginning with Section 46.1.3.

<b>ARTICLE 32</b>	<b>EDUCATIONAL EMPLOYEE RETENTION</b>
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- 32.1 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 educational employee staffing levels and its educational programs and services substantially at the same levels for the following school year. 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 educational employees who will be retained to implement such reduced program and those educational employees, if any, who must be nonrenewed or discharged.
- 32.2 The following procedures shall be observed:
- 32.2.1 In order to identify resources for maintaining the basic educational program and continuing employment of educational employees, the District shall:
- a) 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.

- b) Hold cash reserves to the lowest minimum which will assure meeting contracted obligations.
- c) Continue to solicit cooperation and funding from local, state and federal sources, and review cooperative programs with other school districts and King County.
- d) Reduce expenditures where appropriate for field trips, extra-curricular activities, supplies, materials, and equipment, transportation and food services.
- e) Seek emergency financial assistance from emergency federal sources, and regular or special legislative session.
- f) Specify that voluntary gifts, contributions or bequests be applied to financing the basic programs and educational employees for such programs. Donors may not designate specific programs, i.e., athletics, music, or other extra-curricular activities. Donated funds shall be placed in the general fund for unrestricted use.

### 32.2.2

The District will seek recommendations from the Association in establishing budget and program priorities and in determining the number of educational employees required to implement modified programs and services. Such educational 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 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.

### 32.2.3

In the event it is necessary to retain a reduced number of educational employees for financial reasons, those educational employees who will be retained to implement the District's reduced program and those educational employees who will be nonrenewed or discharged 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 May 1 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, educational employees shall be assigned to appropriate positions by the District.
- c) The District shall retain those educational employees with the longest period of service as a certificated public school employee on a seniority basis, except as provided below. "Seniority" shall mean the number of years of certificated experience in the Washington Office of the Superintendent of Public Instruction or in any Washington educational service district or common school district. Educational 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 quarter hour credits beyond the B.A. degree, as earned and recorded in the Certification Office as of May 1, 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.

#### 32.2.4

Educational employee reductions developed in accordance with these procedures shall be acted upon by the District on or before May 15, and all affected employees shall be notified in writing of such action.

- a) All educational employees who are not retained in accordance with these procedures shall be nonrenewed or discharged and placed in an employment leave pool for possible reemployment during the next school year. Employment pool persons will be reemployed as provided at 32.2.4 c), below.
- b) It shall be the responsibility of each person placed in the employment leave pool to notify the Director of Personnel 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 year. If such notification is not received, or if a person is not reemployed by October 1, the name of any said person shall be dropped from the employment leave pool.
- c) When a vacancy occurs in grades K through 6, or grades 7 through 12, the District shall offer the position to the person in the employment leave pool with the most seniority who served the District in any one of those grades (K-6 or 7-12) during the previous school year, provided he/she is qualified by education, experience, or certification as determined by the employee on the reemployment pool survey. 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 to accept the position.

The employee shall have the right to refuse the first 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 K-6 or 7-12 rehire list.

- d) 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 certification office.
- e) 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 (Continuation of Benefits/Employment Employment Related Act).
- f) Each educational employee shall have the right to appoint power of attorney to respond to District employment offers.

- 32.3 In view of the commitment of the District and the Association to the Affirmative Action Program, if a reduction in staff is necessary, the reduction in staff will be done without causing or aggravating an underrepresentation in any area of the District's operation.
- 32.3.1 In determining underrepresentation in an area, the number shall reflect approximately the number of persons available within the appropriate labor market, as determined in the District's Equal Employment Opportunity Affirmative Action Program.
- 32.3.2 Seniority shall be applied to all educational employees regardless of their status under the Affirmative Action Program, provided, however, that the same percentage of such employees contained in the total certificated staff before reduction shall be retained, notwithstanding the fact that other educational employees with greater seniority may be terminated to assure this result.
- 32.3.3 In the event of implementation of Article 32, 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 included within the reduction-in-force pool pursuant to this article if his or her position has been eliminated.
- 32.3.3.1 Seniority of such certificated administrative employee(s) shall be calculated on the basis of the employee's nonadministrative experience, pursuant to the provisions of this article.
- 32.4 In the event that an educational employee grieves an alleged misapplication of these educational employee retention provisions, the District shall not be precluded from proceeding with nonrenewal, discharge, or other adverse affect in contract status during the pending of such grievance.

<b>ARTICLE 33</b>	<b>EMPLOYEE INITIATED TRANSFER/REASSIGNMENT</b>
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- 33.1 The District shall, in making assignments, consider the qualifications, interests and aspirations of its teachers, as well as the needs and best interest of the District. Requests by educational employees to transfer to a different class, building, or position shall be made in writing on forms furnished by the

Personnel Office. The application shall set forth the reasons for transfer, the school, grade, or position sought, and the applicant's qualifications. By the last Friday in January, the District will survey educational employees as to their plans regarding return to the District for the following school year, retirement, or consideration for voluntary transfer or reassignment, including summer school and/or extracurricular activities.

- 33.2 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. When posting vacancies, the District reserves the right to associate extracurricular activity assignment(s) with a maximum of two (2) open teaching positions at the senior high level and two (2) open positions at the jr. high level each school year.
- 33.3 Educational employees wishing to apply for any of the posted vacancies will make application and return it to the Personnel Office before seven (7) school days of the posting date.
- 33.3.1 Within seven (7) calendar days of closing of the posting, the Personnel Office or the Principal or Supervisor will arrange for an interview between the Principal/Supervisor and the applicant.
- 33.3.2 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.
- 33.4 The list of known vacancies will be posted in all buildings according to the following schedule:
- a) The end of the second week in April
  - b) The end of the first week in May
  - c) The end of the first week in June
  - d) The first Monday in August
  - e) Additional postings may occur.
- 33.4.1 Posted vacancies will remain open at least seven (7) school days.
- 33.5 Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be observed:
- 33.5.1 Educational employees with specific interests in possible vacancies will notify the Personnel Office of their interest, in writing, during the last regular week of school and shall include a summer address and telephone number.
- 33.5.2 Should a vacancy occur, the educational employees who have expressed an interest in said position or a similar position shall be contacted by the Personnel Office and notified of the vacancy.

- 33.5.3 The educational employees so notified shall have the responsibility of contacting the Personnel Office indicating their interest in said position within three (3) days of receiving such notification.
- 33.6 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 student term, at which time the position will be considered vacant.
- 33.7 The District declares its support of filling vacancies from within its own certificated staff. Whenever a vacancy arises, the Personnel Office shall send notices to the Association and schools to be posted according to procedures and schedules heretofore outlined.
- 33.8 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.
- 33.9 The District declares its support of Employee Initiated Transfer before District Initiated Transfer.

<b>ARTICLE 34</b>	<b>DISTRICT INITIATED TRANSFER AND REASSIGNMENT</b>
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- 34.1 In the event that the District considers a transfer/reassignment for an educational employee for the ensuing school term due to a change in program, student enrollment, building staff needs, or involuntary grade level assignment, the educational employee shall be notified in writing at least thirty (30) days prior to the proposed transfer/reassignment, provided that this thirty (30) day notice may be waived following consultation with the Association and the employee.
- 34.2 The educational employee shall have the right to meet with his/her immediate supervisor regarding the proposed transfer/reassignment.
- 34.3 No transfer/reassignment as defined above shall be made without the consent of the educational employee except to prevent undue disruptions of the instructional program, in cases of emergency, or change in staff requirement due to student distribution.
- 34.4 Any educational employee accepting the position of an employee on leave shall be reassigned, provided the returning employee returns to his/her original position.
- 34.5 No educational employee shall be involuntarily transferred to an area within which the educational employee is not qualified by training, education, or experience.
- 34.6 "Block Transfer" shall be defined as the movement of teachers and students to another or new building, due to a change in program or the opening of a new school building. The District shall seek and consider the interests and aspirations of educational employees affected in implementing the Block Transfer. All block transfers will be based upon current staffing ratios and shall be consistent with provisions of this Article.

**ARTICLE 35      ILLNESS, INJURY AND EMERGENCY LEAVE**

- 35.1      The following provisions for illness, injury and emergency leave shall be in accordance with statutory and regulatory provisions.
- 35.2      At the beginning of each work year, each educational employee will be credited with twelve (12) days of illness, injury or emergency leave, which will accumulate from year to year up to 180 days and such accumulated leave may be taken at any time during the school year, but for the purposes of payment for unused illness, injury and emergency leave shall not exceed twelve (12) days per year.
- 35.3      The District shall credit to the educational employee all unused illness, injury and emergency leave earned during the employee's service with other Washington State school districts, the Washington State Superintendent of Public Instruction, or any Washington Educational Service Districts.
- 35.4      The District may require an educational 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.
- 35.5      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)      Illness or injury for persons in the educational employee's immediate family or household;
  - b)      Court appearance or hearing in which the employee is an individually named party;
  - c)      Birth of a male employee's child; or
  - d)      Adoption or permanent custody of a child;
  - e)      Additional bereavement leave; or
  - f)      Disaster created by forces of nature having serious effects upon the employee's property, health, or human safety.
- 35.5.1    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 educational employee.
- 35.6      Illness, injury and emergency leave days shall be allotted on a pro rata basis for educational employees entering service during the school year.
- 35.7      Unauthorized use of illness, injury or emergency leave by an educational employee shall constitute probable cause for disciplinary action.

- 35.8 All educational employees shall receive compensation for eligible accumulated illness, injury and emergency leave as an employee attendance incentive program, as outlined in Addendum G.

<b>ARTICLE 36</b>	<b>LEAVE OF ABSENCE</b>
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- 36.1 A leave of absence without pay shall be granted to educational employees for the purposes of teaching at a recognized school outside the District, attending a recognized college or university, working for a professional organization, working in a professionally related field, physical and/or psychological recuperation, travel and other valid experiences.
- 36.2 A leave of absence shall be granted according to the following provisions:
- 36.2.1 The certificated employee shall possess a standard certificate and have three or more years of experience in the District.
- 36.2.2 If applicants have applied and received approval from the Director of Certificated Personnel, the number of educational employees granted leave shall not be more than five percent (5%) of the certified staff at any one time.
- 36.2.3 Educational employees shall apply for leave of absence through the Director of Certificated Personnel 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 Director of Certificated Personnel. After approval, if the employee rejects the leave, he/she must notify the Director of Certificated Personnel in writing by April 15 and shall be assigned to his/her original position. If the employee does not notify the Director of Certificated Personnel in writing by April 15, he/she shall be assigned to a position at the teaching level occupied prior to leave request, i.e., high school, junior high, intermediate grades or primary grades.
- 36.2.4 The duration of the leave of absence shall not be more than one (1) school year nor less than one (1) student term. The Board may extend such leave for one additional year.
- 36.2.5 The educational employee on leave will retain his/her seniority but shall not accrue salary increments and benefits except as provided by 36.3 below.
- 36.2.6 Upon return from the leave, the educational employee shall be placed at the teaching level occupied prior to leave, i.e., high school, junior high, intermediate grades or primary grades.
- 36.2.7 By April 15 of the year of the leave, the educational employee shall give written notice to the Director of Certificated Personnel of his/her plan to return to the District.
- 36.3 Full credit for teaching experience, including salary increments, shall be given where applicable.
- 36.4 Educational employees requesting 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, will be processed as follows:

- 36.4.1 The selection of a successful candidate for leave of absence shall be based on an evaluation of his/her written plan for the leave period, based on the following criteria:
- a) Potential for future service to identified District needs;
  - b) The specific values to be gained;
  - c) Applicant's involvement in curricular improvement activities and professional service to building and/or District.
  - d) Personal growth/need for such a leave.
- 36.4.2 The Director of Certificated Personnel shall study the request for leave and conduct an interview of the applicant.
- 36.4.3 The Director of Certificated Personnel shall, in written form, recommend to the Board or reject the application for leave and notify the applicant and the Association of its decision and rationale.
- 36.4.4 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 (Continuation of Benefits/Employment Related Act).

<b>ARTICLE 37</b>	<b>PROFESSIONAL LEAVE</b>
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- 37.1 A member of the bargaining unit elected or appointed to a state or national affiliate office of the Association shall be granted leave according to the provisions of Article 36, provided that such leave will be renewed yearly for the duration of the time in office to a maximum of four (4) years.
- 37.1.1 The employees shall not accrue additional seniority, salary increments, or other related benefits during the leave.
- 37.1.2 Upon return to the District, such employee shall be placed at the teaching level occupied prior to leave, i.e., high school, junior high, intermediate grades or primary grades, provided that the District is notified by the employee in writing by May 15 for state affiliate office or July 15 for national affiliate office, the year of anticipated return. Members of the Association presently holding such affiliate offices shall be granted leave.
- 37.2 Any educational 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 educational 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. Upon return to the District, 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 May 1 that he/she shall return, such employee shall be placed at the teaching level occupied prior to leave, i.e., high school, junior high, intermediate grades or primary grades.

- 37.3 Provided that prior travel authorization has been granted, the District shall grant leave with pay to educational 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 educational employee's assigned duties. The District shall provide transportation, registration, and District per diem expenses, within the limits of the District and/or building travel fund budgets.
- 37.4 The Association hereby declares and promises that it shall indemnify and hold harmless the District, its officers, agents, or employees against any claims made or any suit instituted against the District or said persons, individually or severally, resulting from the implementation of the provisions of this article, provided that the Association shall have the right, but not the duty, to designate the attorney who may assist in the defense of any suit brought against the District as a result of these provisions. If any attorney is so designated, the Association shall be required to pay all his/her fees and costs.

<b>ARTICLE 38</b>	<b>CHILDBIRTH/CHILD CARE LEAVE</b>
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- 38.1 Educational employees shall be granted leave without pay for purposes of childbirth and/or child care according to the following provisions:
- 38.2 An employee requesting leave for childbirth shall give written notice to the Director of Certificated Personnel no later than five (5) months prior to the expected date of birth. The written request for such leave shall include: 1) the anticipated date of birth, 2) the estimated date illness and injury leave is to begin, and 3) the estimated date childbirth leave is to begin.
- 38.2.1 The employee may continue to work until, in the judgment of the immediate supervisor and the personal physician, her work or health are in any way impaired by her condition.
- 38.2.2 Illness and injury leave shall be granted to no more than accumulated leave allowance and may be used on contracted calendar year days. Such leave shall extend no more than thirty (30) work days immediately following childbirth unless the employee's physician certifies that the employee is unable to perform her normal duties as an employee. In the case of summer birth, (June, July, August) illness and injury leave only applies if calendar week days fall within the thirty (30) calendar week days following the birth of the child. Child Care leave shall commence following such illness and injury leave or earlier, at the employee's discretion, but shall not occur simultaneously.
- 38.2.3 Child Care leave shall be extended until the beginning of the school year following birth of the child. In the case of summer birth (June, July, August), and at the request of the employee, leave will be extended to the September following the next school year. In the case of a spring birth (March, April, May), leave may be extended to the September following the next school year if the employee, the employee's immediate supervisor, and the Director of Certificated Personnel mutually agree.
- 38.2.4 By April 15 of the year of the leave, the educational employee shall give written notice of her plan to return to duty to the Director of Certificated Personnel. In the case of a spring or summer birth, the employee shall give such notice as soon as possible.

- 38.3 A male employee requesting leave for the birth of his child shall give written notice to the Director of Certificated Personnel no later than sixty (60) days prior to the date such leave is requested to begin.
- 38.3.1 Such leave shall be extended until the beginning of the school year following the birth of the child, provided that the stipulations of 38.2.3 and 38.2.4 above shall be in force if applicable.
- 38.4 An employee requesting leave for adoption or permanent custody of a child shall give written notice to the Director of Certificated Personnel no later than sixty (60) days prior to the date such leave is requested to begin. In emergent situations, this provision will be waived.
- 38.4.1 Such leave shall be extended until the beginning of the school year following de facto custody, provided that the stipulations of 38.2.3 and 38.2.4 shall be in force if applicable.
- 38.5 An educational 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 Director of Certificated Personnel mutually agree.
- 38.6 Upon return to duty from any of the above leaves, the educational employee shall be placed at the teaching level occupied prior to the leave, i.e., high school, junior high school, intermediate grades, or primary grades.
- 38.7 During any of the above leaves, the educational employee shall accrue seniority, salary experience increment, or other credits only to the extent such are affected by illness and injury and emergency leave.
- 38.8 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 (Continuation of Benefits/Employment Related Act).

<b>ARTICLE 39</b>	<b>CITIZEN RESPONSIBILITY LEAVE</b>
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- 39.1 The District shall grant leave with pay for jury duty. The educational employee shall notify the Personnel Office when notification to serve is received. Any compensation received for this duty shall be retained by the employee to cover allowable expenses.
- 39.2 The District shall grant leave with pay to educational employees who are subpoenaed to appear in a court of law. Any compensation received for this duty shall be retained by the employee to cover allowable expenses.
- 39.3 The District shall grant leave without pay to any educational employee who has been elected to a local, state, or national government office. Upon return to the District, the educational employee shall be placed at the teaching level occupied prior to leave, i.e., high school, junior high school, intermediate grades, or primary grades, provided the employee notifies the Director of certificated Personnel 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.

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

<b>ARTICLE 40</b>	<b>FEDERAL SERVICE LEAVE</b>
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40.1 Leaves without pay shall be granted to educational employees for federal military service when the employee is ordered to active duty. For an extended involuntary military assignment, the District agrees to allow the employee to use accumulated emergency leave.

40.2 Leave without pay for one (1) year shall be granted to educational employees for other federal service such as VISTA and the Peace Corps, provided that such service will commence between school years, and further provided that such leave shall be extended for one (1) additional year upon request.

40.3 Upon return to the District, the educational employee shall be placed at the teaching level occupied prior to the leave, i.e., high school, junior high 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 shall accrue up to two (2) years of salary increments.

<b>ARTICLE 41</b>	<b>PERSONAL LEAVE</b>
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41.1 The District shall grant each educational employee two (2) days of personal leave with pay.

41.2 Personal leave may be used for personal matters or to attend work related conferences or workshops. Personal leave may neither be used for recreational purposes nor added to a vacation period or extended weekend.

41.2.1 An educational employee desiring personal leave immediate to a vacation period shall submit a written request for such to the Director of Certificated Personnel briefly explaining the reasons.

41.3 Personal leave shall be cumulative to a maximum of four (4) days.

41.4 Personal leave, except in cases of unanticipated circumstances, will be scheduled at least one week in advance.

<b>ARTICLE 41A</b>	<b>RELIGIOUS OBSERVANCE DAYS</b>
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41A.1 Employees whose religious affiliation requires observance of mandatory holy days during the work year and during work hours shall be granted personal leave for this purpose. If personal leave is used for such observance, such employee may request an additional day of personal leave for religious observance from the Director of Certificated Personnel.

**ARTICLE 42 BEREAVEMENT LEAVE**

- 42.1 The District shall grant bereavement leave with pay to an educational employee according to the following provisions:
- 42.1.1 Five (5) days for the death of the educational employee's mother, father, spouse, child, brother, sister, or other person living in the immediate household.
- 42.1.2 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.
- 42.1.3 One (1) day annually to attend any other funeral.
- 42.2 The District shall permit employees to use any portion of their illness, injury, emergency, or personal leave days necessary for additional bereavement.

**ARTICLE 43 TEMPORARY DISABILITY LEAVE**

- 43.1 The District shall grant to an educational employee who, for medical reasons (physical or mental), cannot perform his/her duties a temporary disability leave under the following provisions:
- 43.1.1 Temporary disability leave may be taken before or after the benefits under illness and injury leave have been totally expended.
- 43.1.2 Unless the educational 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 educational employee by April 15 and District approval.
- 43.2 The District shall place the returning employee in the teaching level occupied prior to leave, i.e., high school, junior high school, intermediate grades, or primary grades.
- 43.3 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 provisions of COBRA (Continuation of Benefits/Employment Related Act).

**ARTICLE 44 INSTRUCTIONAL AND PROFESSIONAL IMPROVEMENT**

- 44.1 An amount of money equal to the BA/Step 5 of the Northshore State-Wide Salary Allocation Schedule times (x) one point five percent (1.5%) of the total certificated staff shall be budgeted for full year Instructional Improvement Leaves, Professional Improvement Projects, and Inservice Funds, as delineated below:
- a) FULL YEAR INSTRUCTIONAL IMPROVEMENT LEAVES: Beginning with the 1992-93 school year, the Instructional Improvement Leave

Committee (Addendum A-6) will recommend funding for three (3) full year Instructional Improvement Leaves.

- b) PROFESSIONAL IMPROVEMENT PROJECTS: The Inservice Committee (Addendum A-7) will recommend up to one-third (1/3) of the remaining amount allocated in 44.1 above, which may be expended for study stipends of limited duration, for professional improvement, tuition costs, substitute costs related thereto and/or inservice training. Priority consideration will be given for inservice training which shall be defined as a cooperatively planned program designed to allow for retraining and increase the skills of certificated employees. Criteria for use of such monies will be adopted by the Inservice Committee and published annually prior to the application process.
- c. INSERVICE FUNDS: Two thirds (2/3) of the remaining amount allocated in 44.1 above plus the remaining amount of any unused portion of (b) above will be allocated for inservice as defined in 44.2 through 44.4 below.

- 44.2 By October 1 of each school year, the District Inservice Committee shall submit to the Elementary and Secondary and Curriculum and Instruction Executive Directors and the District Strategic Planning Committee, a prioritized list of curricular and/or instructional needs. These needs may be modified by the Executive Directors and the District Strategic Planning Committee to meet District goals, legislative mandates or emergent situations and shall reflect the input of the Board, community, administration, and professional staff. Once established, the listing of identified District needs will be posted in each school.
- 44.3 Individuals or groups of educational employees may request training stipends or such stipends may be requested by the administration in making such application. All applications will be processed through the Director of Staff Development, who will approve or disapprove requests based upon the correspondence between the intent of the request and the prioritized needs of the District.
- 44.4 The District Inservice Committee shall be routinely informed of training stipend requests and approvals, and shall receive by June 1 of each year a comprehensive report from the Director of Staff Development and their disposition covering all instructional improvement requests and their disposition to insure that stipends granted were harmonious in intent with identified District needs.
- 44.5 Requests for full-year instructional improvement leaves will also be judged on their correspondence to the District needs, as established and prioritized by the Inservice Committee. The following specific procedures will govern such leaves:
- 44.5.1 Full-year Leaves will be granted for study:
- 44.5.2 Educational employees with six (6) or more years of service in Northshore Schools are eligible for full-year Leaves.
- 44.5.3 Educational employees shall apply for full-year leaves by March 1 of the preceding year on special application forms available from the Personnel Office. Applicants shall be notified by April 1 as to what formal action has been taken on their applications by the Board of Directors. After approval, any change of plan must be requested in writing to the Director of Certificated

Personnel by April 15. In the event that such notice has not been given, the educational employee shall be assigned to a position at the teaching level occupied prior to leave request, i.e., high school, junior high, intermediate grades, or primary grades.

- 44.5.4 Applicants accepted for full-year leave must return to Northshore School District for the following year or refund the total leave stipend.
- 44.5.5 Compensation during full-year leaves shall be at the individual educational employee's step on the salary schedule.
- 44.5.6 Employees accepted for full-year Leave shall accrue all seniority, salary increments, continuing employment status and benefits.
- 44.5.7 By April 15 of the year of the Leave, the educational employee shall give written notice to the Director of Certificated Personnel of his/her plan to return to the District.
- 44.5.8 Upon return from the Leave, the educational employee shall be placed at the teaching level occupied prior to leave, i.e., high school, junior high, intermediate grades or primary grades. An educational employee who has been granted a Leave of less than one full year shall be placed in his/her previous position.
- 44.5.9 To qualify for a full-year Leave, the applicant should meet the following requirements:
- a) Should be seeking further growth in an area that meets needs of the District;
  - b) Must have made noteworthy contributions to the District's educational program;
  - c) Should have participated in curricular improvement activities in his/her building and the District; and
  - d) Must have a prepared statement of the definite, specific values to be gained during the full-year leave.
- 44.5.10 A request for full-year leave will be processed as follows:
- a) The applicant shall submit a written application to the Director of Certificated Personnel.
  - b) The selection of a successful candidate for instructional improvement leave shall be based on a committee interview and an evaluation of the applicant's written plan of study and research during the leave period, based on the following criteria:
    - 1) Potential for future service to identified District needs;
    - 2) The specific values to be gained.
    - 3) Applicant's involvement in curricular improvement activities and professional service to building and/or District.

- c) The Instructional Improvement Leave Committee shall, in written form, recommend to the Superintendent that the request be granted or rejected. The applicant shall be notified of the committee action.
- d) The Superintendent will consider the applicant's request and the Improvement Leave Committee recommendation and make final recommendation to the Northshore Board of Directors.
- e) Unsuccessful applicants may, upon request, receive a written rationale for denial.

<b>ARTICLE 45</b>	<b>RELEASED TIME FOR ASSOCIATION MEETINGS</b>
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- 45.1 On days of regularly scheduled meetings, members elected and/or appointed to the Executive Board and/or Representative Council shall be released at 3:30 p.m. from usual duties.

<b>ARTICLE 46</b>	<b>GRIEVANCE PROCEDURES</b>
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- 46.1 A grievance is a claim filed by an educational 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 herinafter provided. This article shall not limit an employee's right to discuss a complaint via administrative channels and to solve the problem without resort to these grievance channels.
- 46.1.1 Step 1 - Within twenty (20) school days following knowledge by the grieving employee(s) of an alleged violation, misapplication, misinterpretation, unfair application, or lack of application of any provision of this Agreement affecting a grieving employee, the employee(s) shall invoke this grievance procedure by filing a written claim (Addendum F-1) 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. (Addendum F-2)
- 46.1.2 Step 2 - If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) school days of such meeting, the grievance shall be transmitted by the grievant to the Superintendent or his/her designee within five (5) 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). (Addendum F-3).

During this meeting, the grievant may be represented by an Association grievance representative at the grievant's sole option. Legal advisors and witnesses for both parties may be present.

- 46.1.3 Step 3 - If not satisfied with the disposition of the grievance at Step 2, the grievant shall, with the consent of the Association, within twenty (20) school days so advise the Superintendent or his/her designee and may submit the matter to the American Arbitration Association (AAA), which will handle the grievance claim as provided below.
- a) Arbitration shall be conducted by an arbitrator selected by the District and Association from a list of persons submitted to them by the AAA, in accordance with AAA selection rules.
  - b) During arbitration under this Agreement, AAA rules shall apply; additional rules may be adopted by the arbitrator. By mutual consent, AAA 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.
- 46.1.4 Except that, as a step prior to arbitration and with mutual agreement between the District and the Association, Mediation procedures may be utilized with a jointly selected Arbitrator/Mediator.
- 46.2 Arbitration costs. Each party shall bear its own costs of arbitration, except that the fees and charges of the arbitrator shall be borne by the party not sustained.
- 46.3 Enforcement. The grievant or the District may enter a decision or award of the arbitrator in any court of competent jurisdiction if the other party fails to follow the arbitrator's decision or award. If a motion to vacate the arbitrator's decision or award is entered in a court of competent jurisdiction, each party shall bear its own costs of such action.
- 46.4 Time limits. The time limits provided in this article shall be strictly observed, unless extended by mutual written agreement between the parties. Failure of the District to observe time limits shall entitle the grievant to a finding on the grievance in 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.

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

<b>ARTICLE 46A</b>	<b>DISPUTE RESOLUTION</b>
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- 46A.1 A dispute is a claim filed by an educational employee(s) alleging that the District has violated, misinterpreted, misapplied, unfairly applied, or not applied any provision of this Agreement, or any rule, order, policy, regulation of the District.
- 46A.2 Step 1 - When such is alleged, the disputant shall first discuss the dispute with the immediate supervisor in an attempt to solve the dispute before resorting to further resolution procedures set forth herein.
- 46A.3 Step 2 - If resolution is not accomplished above, the disputant may, within five (5) school days of an answer received from the above meetings, file a written claim of dispute (Addendum F-4) with the appropriate Executive Director or his or her designee.
- 46A.3.1 Within five (5) school days of receipt of the written claim, the Executive Director or his or her designee shall meet with the disputant, who may be represented by an Association representative at the disputant's sole option. The Executive Director may include the immediate supervisor, if appropriate.
- 46A.3.2 The Executive Director or his or her designee shall answer the claim, in writing, within five (5) school days of such meeting and shall furnish a copy thereof to the disputant, the Superintendent, the Association and Association Representative(s). Such answer shall include the reasons upon which the decision was based. A disputant who disagrees with resolution of the dispute at the Step 2 level regarding an alleged violation of the provisions of this Agreement may proceed to Article 46 of this Agreement.

<b>ARTICLE 47</b>	<b>SALARY REOPENER</b>
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- 47.1 In the event the Legislature mandates specific salary monies to guarantee state funding for salary increases for educational employees above the current

salary schedule(s) the parties agree to reopen Article 48 and Addendum C for the purpose of negotiating an upward salary adjustment to comply with the legislative mandate.

<b>ARTICLE 48</b>	<b>SALARIES AND COMPLIANCE</b>
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48.1 **OVERVIEW:**

The intent of the parties is to continue movement to 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. The parties agree that, if the District's transition to the State-Wide Salary Schedule is not fully completed by the 1997-98 school year an extension of the transition process may be carried into years after 1997-98.

The parties also intend to provide base contractual salaries for the years covered by this Article 48 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 48 and the terms of any previous Memorandum of Understanding or other previous oral or written agreement, this Article 48 shall govern.

48.2 **DEFINITIONS AND OTHER CRITERIA:**

48.2.1 **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.

48.2.2 **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 48 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.)

48.2.3 **TOTAL CAPACITY POOL** shall mean the combined State-funded salary capacity established under State law, the State Budget, and applicable WAC provisions. For 1994-95, the Total Capacity Pool shall be the State-Allocated average salary for basic education certificated instructional staff multiplied by the number of full-time equivalent basic education certificated instructional staff employed by the District and reported through the S-275 process.

- 48.2.4 GROUP I STAFF - This group is limited to returning employees who have been employed by the District since 1990-91 and have not been paid on the Prorated State Salary Schedule since its inception in 1991-92. This group's pay, based on adjusted 1990-91 salary rates, has been higher than Prorated State Salary Schedule placement rates would be based on State criteria for credits and experience.
- 48.2.4.1 Group I employees will be paid on the Prorated State Salary Schedule and become Group II employees thereafter if their salary rate based on Documented Experience and Education exceeds the Group I rate.
- 48.2.5 GROUP II STAFF - This group comprises the rest of the certificated employees. All Group II employees are paid on the Prorated State Salary Schedule.
- 48.2.6 GROUP II-A STAFF - This is a sub-group of Group II consisting of employees who were incorrectly placed on the Prorated State Salary Schedule during 1991-92, 1992-93, and 1993-94 due to previously recognized soft credits (not eligible for State funding) and/or errors in posting and calculating credits. Group II-A staff have progressed on the Prorated State Salary Schedule as though their "soft" or incorrectly posted credits were recognized by the State for salary funding.
- Effective with the 1993-94 school year, Group II-A employees must earn five (5) State-recognized academic or in-service (clock hour) credits during each school year to continue to have these soft or incorrectly posted credits honored for salary placement during the ensuing year. Otherwise, their salary will be frozen at the higher of (a) the current year's rate, or (b) the ensuing year's Prorated State Salary Schedule amount based solely on credits recognized for State salary funding.
- 48.2.6.1 GROUP II-A EMPLOYEES who plan to retire at the end of the 1995-96 school year and who had 15 or more soft credits recognized for salary placement during 1993-94 may have the five (5) credit per year requirement waived by applying to the Personnel Office on a District form; provided, that if the employee does not resign on or before May 1, 1996, in order to retire effective June 30, 1996, the employee will be given timely legal notice so that the employee's 1996-97 salary can be paid on the Prorated State Salary Schedule based solely on credits recognized for State salary funding.
- 48.2.7 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.
- 48.2.8 MINIMUM PERCENT INCREASE shall be calculated as follows:
- 1) Compare the dollar amounts for each education and experience step between the current year and the ensuing year on the State-Wide Salary Allocation Schedule for Instructional Staff as provided in the State Budget(s) for these two years.
  - 2) Determine the lowest percent increase between the dollar amount compared.

- 3) Multiply the lowest percent increase by 75% to establish the Minimum Percent Increase. For example, if the lowest percent increase is five percent (5%), the Minimum Percent Increase would be 75% of 5% which is 3.75%.

48.2.9 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.

48.2.10 POTENTIAL REDUCTION - The percents 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 (for 1994-95, the higher funded amount of \$22,608 at the 1.000 staff mix factor). The resulting percents will then constitute the Minimum Percent Increase and the State Percent Increase.

48.2.11 ADDITIONAL ADJUSTMENTS - For each of the school years covered by this Article 48, 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.)

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

48.2.13 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 educational 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 educational employee who submits information to the District after the above-mentioned October 1 deadline.

#### 48.3 1994-95 SALARIES

48.3.1 The initial salary schedule (Prorated State Schedule) base shall be \$22,478 (Addendum C-1). All staff will be paid on the Prorated State Schedule except for Group I Staff who will be paid at their 1993-94 salary rate.

#### 48.3.2 ESTABLISHING AND UTILIZING THE TOTAL CAPACITY POOL:

On or about March 1, 1995, 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.

48.3.3 A revised Prorated State Schedule for 1994-95 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 based on Group I employees being paid the higher of their current salary or that applicable on the revised schedule and Group II staff being paid on the revised schedule.

48.3.4 Employees will then be paid a Base Contractual Salary at the higher of the two salaries identified in 48.3.3 above, effective for the full 1994-95 school year. Increased or decreased pay will be distributed equally over the remaining months in the school year.

48.3.5 If new or corrected information requires additional adjustments, such adjustments will be made as described under 48.2.11, above.

#### 48.4 1995-96 SALARIES

48.4.1 INITIAL 1995-96 SALARIES. On or before July 1, 1995, the District in consultation with the Association will determine the Minimum Percent Increase and the State Percent Increase for 1995-96. Initial salaries for Group I staff will be based on applying the Minimum Percent increase to 1994-95 salaries. Initial salaries for Group II staff will be based on applying the State Percent Increase to the 1994-95 Prorated State Schedule.

48.4.2 On or about March 1, 1996, the District in consultation with the Association will analyze salary data based on the State budget and S-275 reporting to determine the Total Capacity Pool.

48.4.3 A revised Prorated State Schedule will then be developed and implemented based on the same procedures described under 48.3.3, 48.3.4, and 48.3.5, above.

#### 48.5 1996-97 and 1997-98 SALARIES

The 1995-96 system will be used for 1996-97 and 1997-98 subject to any new legal requirements.

#### 48.6 NEGOTIATIONS

48.6.1 Prior to effectuating any of the salary changes or other adjustments contemplated by the 1994-98 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 48 (except for this 48.6) 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.

## 48.7 INDIVIDUAL EMPLOYEE DISPUTES

48.7.1 In light of the complexities involved in the transition to the State-Wide Salary Schedule, the parties agree to apply the following rules to potential disputes concerning an individual employee's correct salary.

48.7.2 For 1994-95 and for each year thereafter, the District will timely notify employees of their Placement on the prorated state schedule. Employees will have twenty 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.

## 48.8 REOPENERS

48.8.1 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.

<b>ARTICLE 48B</b>	<b>LIMITED TUITION REIMBURSEMENT</b>
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48B.1 Terms used in this Article 48B shall have the same meaning as in Article 48, above.

### 48B.2 ELIGIBILITY

48B.2.1 The tuition reimbursement described herein will be available only to Group-II-A staff (defined under 48.2.6) who are required to earn additional State-recognized credits in order to maintain placement on the Prorated State Schedule.

### 48B.3 LIMITATIONS

48B.3.1 Tuition reimbursement shall not exceed the following:

- a. The number of soft credits recognized to qualify the employee for placement on the Prorated State Schedule.
- b. The lesser of \$60.00 per credit or the actual tuition cost per credit.

### 48B.4 TUITION REIMBURSEMENT PROCEDURES

48B.4.1 Requests for tuition reimbursement shall be initiated on a District form for approval by the Personnel Office. The Personnel Office will be responsible to ensure that (a) the credits qualify for reimbursement, (b) a receipt demonstrating employee payment of the tuition has been submitted, and (c) an official transcript or form has been received confirming that the credits have been earned.

### 48B.5 REIMBURSEMENT TIMETABLE

48B.5.1 Completed reimbursement requests received in the Personnel Office from July 16 through October 15 of each year will be paid by the District in the ensuing November. Reimbursement requests received by the District from October 16

through January 15 of each year will be paid in the ensuing February. Requests received by the District from January 16 through April 15 of each year will be paid in the ensuing May. Reimbursement requests received by the District from April 16 of each year through July 15 of each year will be paid in the ensuing August.

48B.6 INCOME TAX

48B.6.1 It is understood that the District makes no representations with respect to the federal tax treatment of tuition reimbursement and/or associated employee expenses.

<b>ARTICLE 48C</b>	<b>SUMMER SCHOOL PROVISIONS</b>
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48C.1 Educational employees voluntarily working summer school programs shall have the following provided:

48C.1.1 All positions, including supervisory positions, will be posted with priority hiring for in-District applicants.

48C.1.2 Payment for working in summer school programs will be the hourly rate of pay as provided in Addendum C-5 of this Agreement.

<b>ARTICLE 49</b>	<b>INSURANCE</b>
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49.1 The District agrees to make available to eligible educational employees (employed on a half-time or more basis) the following insurance program and provide, as of October 1, 1994, an insurance benefit amount up to \$307.72 per month per eligible educational employee (except for job share employees whose amount will be half, i.e., \$153.86). The District will remit 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 and 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.

49.2 DENTAL INSURANCE The District agrees to pay for eligible employees, the full premium necessary to fund a District administered dental insurance plan covering the employee, spouse, and children with general provisions as follows:

- A. Payment of 100% of reasonable/customary charges for Class I (preventative) dental services.
- B. Scheduled payment of charges for Class II (basic restorative) and Class III (major restorative and prosthodontics) dental services up to a maximum amount. The maximum amounts to be approximately 80% of reasonable charges as determined by the District Insurance Committee.
- C. Scheduled payment of 80% of reasonable/customary charges for Class IV (orthodontia) dental services not to exceed a lifetime maximum of \$2,000 per covered individual. For employees employed after June 30, 1993 this benefit is additionally limited to \$500 per covered individual

times the number of years of the subscribing employee's service in Northshore. A fraction of a year to be treated as one (1) year.

- D. Payments for Class I, II, III dental services are limited to \$2,000 per calendar year.

49.2.1 The District will operate the program with exclusions, limitations, and procedures generally provided for in dental insurance and self-funded plans. A dental plan description will be distributed to eligible employees.

49.3 VISION INSURANCE The District agrees to pay for eligible employees, the full premium necessary to fund a District administered vision insurance plan covering the employee, spouse, and children with general provisions as follows:

- A. Frames up to \$55.00 once each 24 months.
- B. Lenses single \$64.00, bifocal \$97.00, trifocal \$141.00, lenticular \$155.00 once each 12 months.
- C. Contacts up to \$100.00 once each 12 months.

49.3.1 The District will operate the program with exclusions, limitations, and procedures generally provided for in vision insurance contracts and self-funded plans. A vision plan description will be distributed to eligible employees.

49.4 LIFE INSURANCE The District agrees to pay for eligible employees, the full premium for the employee's term life insurance including accidental death and dismemberment in the amount of said employee's contracted annual salary. Employees shall have the option to double the amount of life insurance coverage, provided the employee authorizes a payroll deduction to pay the additional premium.

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

49.6 MEDICAL INSURANCE After paying the premiums for dental insurance, vision insurance, and life insurance, and long term disability insurance as provided above for eligible employees, the District will make contributions toward employee selected medical insurance premiums for the following programs:

- A. King County Medical Blue Shield - Preferred Provider, Choice Plan.
- B. King County Medical Blue Shield - Preferred Provider, Value Plan.
- C. Group Health Cooperative of Puget Sound.
- D. HMO Washington

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

49.6.2 Medical insurance premiums will be based upon a single rate structure with proportional pooling and cost-limiting procedures being applied to all District employees as follows:

- A. The District will calculate the premium for each eligible employee for single-rate premium schedule 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 will 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 will go into a District-wide pool of funds to be disbursed to reduce payroll deductions for those employees whose costs exceed the insurance benefit per month.
- D. The pool amount will be used to reduce payroll deductions for medical insurance. Each employee's deduction will be reduced by the same percentage. The percentage will be determined by comparing the pool of dollars available to the total premiums in excess of the insurance benefit amount. An estimated employee deduction and pool share will be used for the September pay period deduction. The employee cost and pool share will be adjusted periodically to distribute the pool equitably.
- E. Two educational employees sharing one full-time position may each participated 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.

49.7 ANNUAL INSURANCE COVERAGE - The District shall make appropriate payment of all premiums for each eligible employee to assure coverage for full twelve month period commencing October 1 and ending September 30.

49.7.1 NEW EMPLOYEE INSURANCE COVERAGE - New employees are eligible for insurance programs the first of the month following date of employment if work is begun prior to the 15th and enrollment is accomplished prior to the 15th. Otherwise, eligibility occurs the first of the next month after enrollment and work has begun. Eligibility for medical insurance requires enrollment within thirty (30) days of employment.

49.7.2 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 May 1 or after, eligibility may be continued until September 30 and the District will prorate remaining contract payments through the August pay period.

49.8 ALTERNATE PRE TAX DEDUCTION IRS SECTION 125 In addition to the standard process, the District will provide for processing payroll deductions for medical and life insurance premiums as allowed within IRS Section 125 on a pre-tax basis when elected by individual employees.

49.8.1 The District will OPERATE 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. Amounts deducted can only be used for acceptable qualified Section 125 expenses. Deductions

accrued in excess of expenses withdrawn are forfeited to the District at the end of the plan year. The District will pay related administrative costs and establish administrative procedures.

- 49.9 OTHER: The District shall participate in other insurance programs as required by law, e.g., Workers' Compensation and Unemployment Compensation.
- 49.9.1 EMPLOYEES' CREDIT UNION: At the option of the educational employee, the District shall deduct from his/her monthly salary warrant, and deposit directly with the Washington School Employees' Credit Union or the Teachers' Credit Union Northwest, an amount designated by the employee.
- 49.9.2 TAX DEFERRED ANNUITIES: The Board of Directors of the District agrees to provide and pay for such tax deferred annuities pursuant to RCW 28A.58.560 as the Association shall request and the Board of Directors shall authorize. Payment of said annuities shall be at the option of the employee and deducted from the monthly salary warrant as authorized by the individual employee.
- 49.9.3 DISABILITY: The District agrees to make available at employee expense the Washington National Insurance Company disability program.
- 49.10 DISTRICT INSURANCE COMMITTEE: The District will provide opportunities for the employee groups to communicate on insurance matters with representation on the District Insurance Committee.

<b>ARTICLE 50</b>	<b>SUPPLEMENTAL CONTRACTS AND EXTENDED DAYS</b>
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- 50.1 Pay for extended day assignments shall be based on the employee's true per diem base pay (amount of base contract divided by 180).
- 50.2 Pay for hourly work shall be as listed in Addendum C-5.
- 50.3 For the performance of those duties on contracted work days not described in this Agreement, or in the employee's individual service contract, or in District policy and procedures, a supplemental contract shall be offered. Compensation shall be at the rate provided in Addendum C-2, Activity Schedule.
- 50.4 In addition to the educational employee's usual assignment, supplemental contracts for specialized service and/or extra-curricular activities may be offered with prior approval of the employee. Compensation for such assignments may include pay for curriculum presentations and preparation for such assignments.
- 50.5 Supplemental contract assignments for specialized service and/or extracurricular activities will normally be offered, in writing, before the end of the preceding school year. Employees will receive such supplemental pay in equal monthly payments.
- 50.5.1 All year long activities/extra-curricular assignments will be paid in equal monthly payments beginning with the October pay warrant.
- 50.5.2 All other seasonal activities listed on Addendum C-2 will be paid in equal monthly amounts unless the individual employee requests lump sum payment

be made at the completion of the work performed. Such request must be in writing to the Certificated Personnel Office by September 15.

50.6

Extra-curricular assignments and appropriate notice of nonrenewal of supplemental contract shall be:

- A. Article 50.4 of the Collective Bargaining Agreement requires offering extracurricular activities contract assignments before the end of each preceding school year.
- B. Provisions for coaching assignments are attached hereto as Addendum A-10 and include coaching qualifications and procedures for posting, application and hiring.
- C. Extracurricular assignments by definition are any appearing on Addendum C-2 and compensated by a supplemental contract.
- D. For supplemental non-coaching building positions not found on the Activity Schedule, 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 May 1 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 (coaching and non-coaching) 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.
- E. The following wording appears on all individual supplemental contracts for certificated employees: "This supplemental contract, issued under the authority of RCW 28A.67.074, 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."
- F. Should the District plan not to offer a supplemental contract for the ensuing school year, it will be done by personal letter to the employee. A copy will be forwarded to the Superintendent's office for filing purposes. The same timeline will be followed for offering assignments.
- G. Educational employees in secondary level coaching assignments and working under supplemental contracts as designated in Appendix C-2, will be evaluated. All secondary coaches will be evaluated the first year in the assignment. Subsequently, head coaches will be evaluated every other year. All coaches may be evaluated more frequently upon request of the coach or if the administrator determines it to be necessary. Evaluations will be accomplished within fifteen (15) school days after the close of the season for the athletic activity. The evaluation criteria shall be consistent with Addendum A-10.

50.7

Building discretionary funds are found on Addendum C-2. 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.

**ARTICLE 51      PAYDAY**

- 51.1      The annual salary of educational employees shall be paid in twelve (12) equal installments, with paydays on or before the first day of each calendar month, beginning October 1.
- 51.2      A voluntary procedure is available to allow direct deposit of pay warrants to participating banks.

**ARTICLE 52      RELEASE FROM CONTRACT**

- 52.1      When, as a result of extraordinary circumstances, an educational 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 53      DURATION OF CONTRACT**

- 53.1      This Collective Bargaining Agreement and Addenda shall become effective September 1, 1994 and shall continue in effect until August 31, 1996.
- 53.2      This Agreement or any provision hereunder may be extended by mutual written agreement of the parties; it shall expire on the dates indicated.
- 53.3      The Association and the District agree to reopen Compensation, Article 49, Insurance; Addendum D, Calendar; Appropriate Committee Recommendations (i.e., Article 18, Work Load and Insurance); and, both parties may open two additional Articles of their choice. In addition, Articles can be opened which may be impacted by Legislative mandates and changes as made during any regular or special sessions; and Articles of mutual agreement during the duration of this Agreement.

Except as provided above, bargaining on subjects contained in this Collective Bargaining Agreement and Addenda, or other subjects, or for a successor Agreement, shall begin no later than ninety (90) days prior to the expiration date of the Collective Bargaining Agreement, or any extension thereof, nor earlier than April 1, 1995, except by mutual agreement of the parties.

Dated and signed this 30th day of June, 1994.

FOR THE ASSOCIATION

Penny Pfister  
Penny Pfister, President

FOR THE DISTRICT

Dr. Dennis Ray  
Dr. Dennis Ray, Superintendent

Kathleen Sanford  
Kathleen Sanford, Chief Bargainer

Glen Bowser  
Glen Bowser, Chief Bargainer

Association Team Members:

- Carole Bartolini
- George Cox
- Donna Lurie
- Doug Sanford
- Janet Genter

District Team Members:

- Bob Boesche'
- Bill Booth
- John Flaherty
- David Rumppe

**ADDENDUM A-1****CURRICULUM REVIEW COMMITTEE**

A. In accordance with the procedures of the Curriculum Review Committee, Secondary (S) and Elementary (E), educational employees of Northshore School District will be involved in the approval process used to recommend the establishment and maintenance of curricular changes. To set a basis of procedures and recommendations, the Committee's curricular domain will be considered as those aspects of teaching which deal with basic statements of the content/process objectives within curriculum guides and fundamental instructional materials.

B. COMMITTEE MEMBERSHIP:

1. Secondary Committee (SCRC)

One (1) senior high principal or vice-principal

One (1) junior high principal or vice-principal

Two (2) District level administrators: Executive Director for Curriculum and Instruction, who shall serve as executive secretary, and Executive Director for Secondary Education

Seven (7) secondary teachers, one in each of the following subjects: English, Fine Arts, Foreign Language, Math, Science, Social Studies and Physical Education.

One secondary counselor

Two (2) secondary teachers representing vocational education (Business Education, Home and Family, Industrial Arts/Technology, Education, Marketing Education, and Trades and Industry).

2. Elementary Committee (ECRC)

Two (2) elementary principals or vice-principals

Two (2) District level administrators: Executive Director for Curriculum and Instruction, who shall serve as executive secretary, and Executive Director for Elementary Education

Two (2) Intermediate teachers

Two (2) primary teachers

One (1) kindergarten teacher

One (1) elementary school librarian

One (1) elementary special education teacher

One (1) special services elementary teacher in physical education or music

One (1) elementary reading specialist

C. Membership application and selection requirements:

1. Any eligible Educational Employee or District Administrator employed by the District for at least two (2) years may be appointed to the Secondary or Elementary Committee.
2. The Administrative members shall be appointed by the Superintendent. The Association members shall be appointed by the Association President.
3. In the event of resignation from the Committee or a Committee member changes his or her job assignment, the Association President or Superintendent shall appoint a successor to serve the remainder of the term.
4. Members are appointed for three (3) year terms of service on the committee. As positions expire, appointments will be made to conform to Committee membership subject to representation.

D. Duties of the Committee:

1. At its last meeting of the school year, the Committee (S) and (E) shall elect a Chairperson and a Vice-Chairperson for the ensuing year. The Vice-Chairperson will carry on the functions of the chair when the Chairperson is unable to meet those responsibilities or resigns from office.
2. The Executive Secretary shall provide for arrangements of meetings and other pertinent matters, as directed by the Committee and/or its Chairperson. The agenda for all regularly scheduled Committee meetings shall be published and distributed to each school for posting at least five (5) school days prior to the meeting date.
3. During its last meeting in the spring of each year, the Committee (S) (E) shall schedule four (4) meeting dates for the following year. Other meetings may be scheduled as needed by call of the chairperson or upon petition by a majority of the voting members of the Committee (S) (E).
4. The proceedings of the Committee (S) (E), as noted in the minutes of the meetings, shall be published and distributed to each school for posting so that certificated employees may communicate their concerns and interest to the Committee (S) (E) either directly or through their departments, schools, or representative organizations.
5. Proposal Initiation: Recommendations relative to possible needs for curricular changes may originate from groups of certificated employees as per grade level, subject area, department, program grouping, or commonality of job descriptions.
6. Proposal Formulation: The initiating groups will be responsible for preparing the proposal recommending curricular change. Proposals may be submitted to request a recommendation for adoption of a recommendation for a pilot study of no more than one year. The process for developing the proposal will follow the procedures outlined in the Northshore Educational Program Proposal (N.E.P.P.).
7. Proposal Review:

- a. Proposals will be transmitted to the Committee (S) (E) after study and annotation by the appropriate principals' group.
- b. All proposals requesting recommendation for curricular pilot studies, or adoption of additions, deletions, or substantial amendments of a course or program must be made by the instructional staff which may include subject area and grade level committees, department chairpersons, Instructional Committee of the Association and the Superintendent's Executive Cabinet. These preliminary studies will serve to initiate informal communications among the groups concerned with the proposed curricular change.

8. Form of Proposals: All proposals for additions, deletions or amendment of a course or program must be submitted to the Committee (S) (E) on the appropriate form. Completed forms are to be sent to the Executive Secretary for distribution to the members, Instructional Support Staff, Association, and the Superintendent's Executive Cabinet. Proposals must be delivered to the Executive Secretary at least four (4) weeks prior to the Committee (S) (E) meeting at which formal recommendation will be made for adoption or rejection.

9. Presentation of Proposals: At least one representative on the initiating group, who has been instrumental in developing the proposal, will be present at the Committee (S) (E) meeting at which formal recommendation is to be made. At other times, the Executive Secretary may call on representatives of the initiating group to provide information to the Committee (S) (E).

10. Disposition of Proposals:

- a. Following Committee (S) (E) recommendations for approval or rejection, the pilot study or adoption proposal with notation of Committee (S) (E) action shall be submitted to the Executive Director for Curriculum and Instruction for the placement within two weeks on the agenda of the Superintendent's Executive Cabinet. An appropriate member or members of the Committee shall be appointed by the chairperson to be present at the meeting.
- b. In acting upon the proposal, the Executive Cabinet will consider adoption recommendations received from the Curriculum Review Committee. Such recommendations should relate to the appropriateness of the instructional materials to be used in teaching the proposed course or program.
- c. Upon Executive Cabinet approval of a pilot study or adoption proposal, the appropriate Executive Director will send notice to members of the Committee (S) (E), to the chairperson of the initiating group, to the Association, and to principals involved.
- d. If the Executive Cabinet rejects any or all of a Committee (S) (E), the chairperson of the initiating group and the Association of the objections(s). The Committee (S) (E) shall then consider the objection(s) of the Cabinet, recommend amendments to those objections or reaffirm the original recommendations of the Committee (S) (E). After the Committee (S) (E) reactions to the Cabinet rejection, the revised or original recommendation shall be submitted to the Executive Cabinet, which shall act to accept or reject the proposal or portions of it.

- e. Notification by the Executive Cabinet shall constitute final approval of the course adoption or change, except for matters which are under direct authority of the Board. Such matters shall be submitted within thirty (30) days to the Board, accompanied by the recommendations of the Executive Cabinet and the Committee (S) (E). Upon action by the Board, the Executive Director for Curriculum and Instruction will notify the members of the Committee, the chairperson of the initiating group, the Association and the principals involved.
- f. Proposed pilot studies for course or program changes will be approved for a maximum of one (1) year. At completion of the pilot study, a proposal for full adoption shall be submitted to the Committee (S) (E) for action under the recommendation process. One (1) year after full implementation of a new adoption, an evaluative report will be submitted to the Committee (S) (E) for the purpose of review and recommendation. Proposals recommended by the Committee (S) (E) and approved by the Executive Cabinet but not implemented within three (3) years of the date of approval must be resubmitted to the Committee (S) (E) for recommendation of approval or deletion.

E. Duties of Certain Members:

1. An ex-officio/nonvoting member shall be the Executive Director for Curriculum and Instruction, who shall be the executive secretary and resource person for the Committee (S) (E).
2. An ex-officio/nonvoting member shall be the district matter or program coordinator(s) serving for the discipline being considered.
3. Special Representatives: A member of each Committee (S) (E) shall be appointed by the Chairperson, with the approval of the voting members, to act as liaison to the Superintendent's Executive Cabinet.

F. Parliamentary Procedures:

The Current edition of Sturgis Standard Code of Parliamentary Procedure 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." -Sturgis. A member of the Association may be appointed by its president to observe all Committee (S) (E) meetings and executive sessions.

<b>ADDENDUM A-2</b>
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<b>NORTHSHORE TESTING ASSESSMENT RESEARCH COMMITTEE</b>
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- A. The Northshore Testing Assessment Research Committee, hereinafter referred to as the Committee, will recommend standardized test adoptions, establishment of standardized test schedules, and conduct of research projects to be carried out in the school district.
- B. Membership composition:
- |         |   |
|---------|---|
| Two (2) | primary grade teachers  |
| Two (2) | intermediate grade teachers   |
| One (1) | junior high teacher   |
| One (1) | senior high teacher   |
| One (1) | junior high counselor   |
| One (1) | senior high counselor   |
| One (1) | Director of Special Education   |
| One (1) | Director of Curriculum and Assessment, who shall serve as permanent executive secretary |
| One (1) | ex-officio/nonvoting member - Executive Director for Elementary Education               |
| One (1) | ex-officio/nonvoting member - Executive Director for Secondary Education                |
| One (1) | elementary principal  |
| One (1) | junior high principal   |
| One (1) | senior high principal   |
- C. Membership application and selection requirements:
1. The administrative members shall be appointed by the Superintendent. The Association members shall be appointed by the Association President.
  2. Committee members shall be appointed for a one year term, with at least two Association appointees and two District appointees succeeding themselves for a second term. Appointments to the committee membership for the subsequent academic year will be made by the first week in June.
- D. Duties of the Committee:
1. Standardized tests and/or alternative assessment measures used on a district-wide basis in current use in the District shall be reviewed and evaluated by the Committee annually or upon request by groups of educational employees representing grade level, subject area, department, program grouping, or commonality of job description.
  2. Standardized tests and alternative assessment measures proposed for use in the District shall be previewed and evaluated by the Committee. The Committee shall then recommend acceptance or rejection of any test or tests presented for adoption.
  3. Educational research endeavors proposed for execution in the District shall be previewed and evaluated by the Committee. The committee shall then

recommend acceptance or rejection of the research proposed for conduction in the District.

4. Disposition of recommendations:

- a. Following approval by the Committee, the recommendations of the Committee shall be submitted to the Executive Director for Curriculum and Instruction for placement within two weeks upon the agenda of the Superintendent's Executive Cabinet. An appropriate member or members of the Committee shall be appointed by that body to be present at that meeting.
- b. Upon approval by the Executive Cabinet, the Executive Director for Curriculum and Instruction will notify the Committee of such action. This shall constitute final approval of the testing proposal or adoption.
- c. If the Executive Cabinet rejects any or all of a Committee recommendation on a proposal, it shall notify the Committee in detail of the objection. The Committee shall then consider the objections of the Cabinet and may accept the objections or recommend amendments to the original recommendation. After Committee action, the proposal may be resubmitted to the Executive Cabinet. The Cabinet shall consider the second recommendation of the Committee and again act to accept or reject the proposal or portions thereof.

E. Duties of Certain Members:

1. During the last meeting of the academic year, the Committee will set a schedule of meeting dates for the following year. Additional meetings may be called by the chairperson.
2. The chairperson, in collaboration with the Committee members, shall provide for arrangement of meetings and other matters pertinent to Committee functions.
3. Chairperson and Vice-Chairperson: At its last meeting of the school year, the Committee shall elect from its members a Chairperson and Vice-Chairperson, who will serve in those offices for one year. The Vice-Chairperson will carry on the functions of the Chair when the Chairperson is unable to meet those responsibilities or resigns from that office.

- F. The current edition of Sturgis Standard Code of Parliamentary Procedure 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." - Sturgis.

**ADDENDUM A-3****INSTRUCTIONAL MATERIALS COMMITTEE****A. Purpose of the Committee:**

The Northshore Instructional Materials 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. **Preparation of Lists and Selection of Instructional Materials:** The Board of Directors delegates through the Superintendent of School the authority to select all types of instructional materials through the appropriate offices and committees:
  - a. All materials should be selected by the District's certificated employees, in consultation with others who are competent to advise in their respective fields.
  - 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 consider coordination of all materials at all instructional levels so as to insure the consistency and condition of materials and curriculum to the stated goals and philosophy of the District.
  - e. The District shall pay the necessary travel and subsistence for expert counsel when authorized by the Superintendent of Schools.

**B. Composition of Membership:**

1. Permanent Members:

Supervisor of Media Services and Instruction, who shall serve as Chairperson

Executive Director for Elementary Education

Executive Director for Secondary Education

Supervisor of Instructional Materials

Director of Staff Development

Two community members to be appointed by the Board of Directors

Executive Director of Curriculum and Instruction will serve as an ex-officio member

2. **Appointed Members:**

One (1) secondary principal

One (1) elementary principal

One (1) intermediate teacher

One (1) junior high school teacher

One (1) senior high school teacher

One (1) elementary librarian

One (1) junior high librarian

One (1) senior high librarian

C. **Membership Application and Selection Requirements:**

1. The administrative members shall be appointed by the Superintendent. The Association members shall be appointed by the Association President. The School Board members shall be appointed by the Board President.
2. **Terms of Office:** Committee members shall be appointed for a term of three years. Vacancies of the Committee shall be filled as per C.1 above.
3. From the Committee's permanent members, the Executive Director for Curriculum and Instruction shall be 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 District may use and experiment with instructional materials for a reasonable period of time before general adoption is formalized. The Superintendent may authorize 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.

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.
3. When the Committee Chairperson deems necessary, consultants from the Curriculum Review Committee, 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.

F. Parliamentary Procedure:

The current edition of Sturgis Standard Code of Parliamentary Procedure 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." - Sturgis.

<b>ADDENDUM A-4</b>
<b>TEACHER PROJECT FUND COMMITTEE</b>

- A. The Teacher Project Fund Committee shall oversee the Teacher Project Fund budgeted each year.
- B. Committee membership:
- |         |   |
|---------|---|
| One (1) | Executive Director for Curriculum and Instruction, who shall serve as Chairperson |
| One (1) | elementary principal  |
| One (1) | secondary principal   |
| One (1) | primary teacher   |
| One (1) | intermediate teacher  |
| One (1) | junior high teacher   |
| One (1) | senior high teacher   |
- C. Membership application and selection requirements:
- The Administrative members shall be appointed by the Superintendent.
  - The Association members shall be appointed by the Association President.
- D. Duties of the Committee:
- The District shall budget for the Teacher Project Fund and expend, with Committee approval, \$5,000.
  - The Committee shall establish and publish simplified guidelines for application and use of the Teacher Project Fund by December 1.
  - The Committee shall decide whether to approve the application and transmit such decision in writing to the applicant.
- E. Applications shall be transmitted to the Committee through the Chairperson, who shall convene a meeting of the Committee for approval or disapproval of requests.
- F. The current edition of Sturgis Standard Code of Parliamentary Procedure 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 official action." -Sturgis.

<b>ADDENDUM A-5</b>
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<b>WORK LOAD STUDY COMMITTEE</b>
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PURPOSE OF COMMITTEE: The Work Load Study Committee is charged with studying Article 18, Work Load, to recommend special education teacher work loads, to examine the impact of mainstreaming and inclusion practices on regular education and to assess financial considerations and program conditions.

MEETINGS:

1. The first meeting will be scheduled in September. At that meeting, the Committee will determine future meeting dates, as well as times for such meetings.
2. Members may utilize up to five days of release time to complete the committee's work.

APPOINTMENTS:

1. Two members of the Special Education Advisory Committee will be jointly appointed by the Superintendent and the Association President.
2. The Superintendent and the President will each appoint three additional members.

CO-CHAIRS:

The Superintendent and Association President will each select a chair to serve and they will serve as committee co-chairs.

RECOMMENDATIONS

The Committee will hold its first meeting in September, 1994, determine the scope of the project and schedule necessary meetings to complete the task by April 1, 1995. The Committee will study options and report those options back to the Superintendent and Association President .

PARLIAMENTARY AUTHORITY

The current edition of Sturgis Standard Code of Parliamentary Procedure 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." - Sturgis

**ADDENDUM A-6****INSTRUCTIONAL IMPROVEMENT LEAVE COMMITTEE**

- A. Purpose: To approve instructional improvement leaves applied for by educational employees.
- B. Composition of Membership:
- One (1) Director of Certificated Personnel
  - One (1) administrative representative
  - One (1) elementary educator
  - One (1) secondary educator
  - One (1) Association representative
- C. Membership application and selection requirements:
- The administrative representative shall be appointed by the Superintendent. The Elementary and Secondary educators shall be appointed by the Association. The representative from the Association shall be mutually agreed upon by the President of the Association and the Superintendent.
- D. Duties of the Committee:
- The Committee will meet by the third week in September of each school year. Contractual parameters and guidelines should be discussed.
- E. Duties of Certain Members:
- The chairperson shall be the Director of Certificated Personnel.
- F. Parliamentary Procedures:
- The current edition of Sturgis Standard Code of Parliamentary Procedure shall govern this committee in all parliamentary situations that are not otherwise provided. "A majority of the members of the committee is a quorum and a majority of all legal votes cast is necessary to take any official action." -Sturgis.

<b>ADDENDUM A-7</b>
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<b>INSERVICE COMMITTEE</b>
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- A. The Committee will oversee inservice training within the District, reflecting input of the Board, administration and professional staff.
- B. Committee Membership:
- |         |   |
|---------|---|
| One (1) | Executive Director Curriculum and Instruction |
| One (1) | Director of Staff Development                 |
| One (1) | elementary principal                          |
| One (1) | secondary principal                           |
| One (1) | primary grade teacher                         |
| One (1) | intermediate grade teacher                    |
| One (1) | junior high school teacher                    |
| One (1) | senior high school teacher                    |
- C. Appointment of Members:
1. The administrative members shall be appointed by the Superintendent.
  2. The Association members shall be appointed by the Association President.
- D. Duties of the Committee:
1. The Committee will provide written recommendations regarding expenditures of funds provided for inservice training. (See 44.1.)
  2. By September 1 of each school year, the District Inservice Committee will submit to the Director of Staff Development a prioritized list of curricular and/or instructional needs. These needs may be modified to meet legislative mandates or emergent situations.
  3. The Inservice Committee shall be routinely informed of training stipend requests and approvals, and shall receive by June 1 of each year a comprehensive report from the Director of Staff Development, covering all instructional improvement requests and their disposition to insure that stipends granted were harmonious in intent with identified District needs.
  4. The Committee shall meet by the third week of September of each school year to select meeting dates and receive a report from the Director of Staff Development.
  5. The Committee shall select a Chairperson at the last meeting of the year for the ensuing year.
- E. The current edition of Sturgis Standard Code of Parliamentary Procedures 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." -Sturgis.

<b>ADDENDUM A-8</b>
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<b>SPECIAL EDUCATION ADVISORY COUNCIL</b>
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A. Purpose of the Council:

The Council will facilitate special education program implementation within the District. Within this authority, the Council will attempt to resolve problems related to the education of handicapped children as referenced in Article 18, Section 2.

B. Council Membership:

Three (3) Special Education teachers, one from each level (elementary, junior high, senior high)

Three (3) Contact teachers, one from each level

Three (3) Administrative appointments which will include the Deputy Superintendent, the Executive Director for Elementary Education and the Executive Director for Secondary Education

One (1) Teacher from Sorenson

One (1) School psychologist

One (1) Representative of CDS/PT/OT

One (1) Building administrator from Sorenson

One (1) Director of Special Education

C. Appointments: The Administrative members shall be appointed by the Superintendent. The Association members shall be appointed by the Association President.

D. Chair: The Deputy Superintendent shall serve as permanent chair of the Council.

E. Meetings: The chair will call the Council to order following the October enrollment report and shall schedule a meeting to occur in May.

F. Meetings shall be called by the chair to attempt to resolve specific case or work overload related to special education. For such cases, it is the intent of the Council that the educational employee(s) involved, the Program Supervisor for the specific level, and the building administrator be included for purposes of the Council deliberations.

G. The current edition of Sturgis Standard Code of Parliamentary Procedure will govern this Council in all parliamentary matters 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." - Sturgis

**ADDENDUM A-9****STAFF DEVELOPMENT FOR TEACHERS  
SPECIAL NEEDS STUDENTS**

In an effort to enhance the relations between the Association and the District through their respective representatives, the parties commit themselves to the following:

1. That an important goal for District inservice is to reaffirm the importance of all aspects of the Northshore education program (whether it be the basic education, Special Education, gifted, E.S.L., etc. program) by expanding the understanding of all staff on methods, materials and equipment available to assist staffs with special student needs, and by raising the general awareness of all staff as to the procedural, legal, and budget requirements of the various programs and how the programs are interdependent and interrelated.
2. That the District, through its Staff Development Director, shall
  - a. conduct a periodic needs assessment in buildings to identify needs of employees regardless of program, in working with special needs students (i.e., Special Education, E.S.L.);
  - b. develop a bank of resource people within the District to assist employees in meeting the educational needs of special needs students; and
  - c. facilitate access to those individuals designated as resource persons by employees with special needs students through release time, curriculum preparation, use of optional days/hours for conferencing with the designated individuals.
3. That the District, through its Special Education Director, shall
  - a. allocate a portion of Special Education dollars to formulate a mainstreaming impact fund for addressing specific difficult situations which might arise during the school year in terms of materials, supplies, equipment, additional staff or assistance;
  - b. allocate existing Special Education resources, including allocation of assistance from Special Education Instructional Assistants to receiving teacher(s) when there is a significant impact by Special Education students in the regular program;
  - c. develop a process for notifying basic program teachers at the secondary level of Special Education students in their class(es).

**ADDENDUM A-10****PERSPECTIVES ON COACHING POSITIONS**PHILOSOPHY

The nature of our interscholastic program requires that we recognize the importance of having a teacher/coach work with our athletes to maintain a balance of social, academic, and physical development. Ideally, a coach should be a certificated member of the building staff to serve the best interests of student athletes.

The effective coach holds a prominent place in school culture. The special relationship that exists between a coach, an athlete, and their community, is nurtured by positive and sensitive interactions with people.

The coach organizes, improvises, plans, selects, determines, encourages, and directs in an open arena, and is constantly subject to observation and informal evaluation by the school and community. With these working conditions and pressures, it is incumbent on the coach to have appropriate qualifications. The selection process should be sophisticated enough to provide the best possible candidate to fill a coaching assignment.

To that end, a coach shall:

- \* Have the ability to teach the skills of the sport.
- \* Model a philosophy that reflects the best interests of student athletes.
- \* Maintain professional coaching relationships with all people.
- \* Show enthusiasm for the sport.
- \* Demonstrate professional involvement.
- \* Possess experience appropriate for the assignment.
- \* Demonstrate emotional stability and self-control, with power to concentrate when highly emotional conditions prevail.
- \* Possess and exhibit characteristics which make one a worthy associate and personal example for players, both on and off the playing arena.
- \* Understand the rules and regulations of the sport.
- \* Hold a First Aid card or be enrolled in and complete a class to update first-aid card requirements.
- \* Demonstrate the pursuit of knowledge and self-improvement by reading current literature and attending clinics that pertain to the coaching assignment.
- \* Emphasize safety precautions and practice current training and injury procedures.
- \* Select equipment and maintain an accurate inventory.

- \* Apply all rules and regulations related to team and individual participation.
- \* Coordinate the program with other coaches and school staff.
- \* Arrange appropriate programs of recognition for athletes.

#### EXTRA-CURRICULAR ACTIVITY ASSIGNMENTS SELECTION PROCESS

- \* All extracurricular coaching assignments shall be filled consistent with the philosophy statement and criteria expressed in Northshore School Perspectives on Coaching Positions.
- \* The intent for making extracurricular assignments is as follows:  
"In-building...out-of-building...out of district."  
  - \* In-building and out-of-building applies to contracted certificated staff.
  - \* Out-of-district is any person who is not a member of the certificated staff.

#### APPLICANT POOL

A district applicant pool will be maintained in the Personnel Office.

- a. Certificated employees indicating an interest in additional extracurricular assignments on the January staff survey will be sent a coaching application. This application shall be returned to the Personnel Office for filing in the Applicant Pool.
- b. A certificated employee interested in out-of-building coaching assignments or an out-of-district applicant must complete a coaching application prior to being considered for a position. This coaching Application shall be returned to the Personnel Office for filing.
- c. All out-of-district coaches and volunteer coaches shall have a coaching application on file in the Personnel Office and can be screened by the building administrator.

#### POSTING PROCEDURE

All extracurricular assignments shall be posted in-building within fifteen (15) school days of the vacancy occurring.

A composite list of those assignments not filled in-building shall be posted district-wide within forty-five (45) school days of the vacancy occurring.

- a. Interested certificated employees may apply for any of the open assignments by contacting, in writing, the building principal within seven (7) school days of the posting.
- b. Only those certificated employees who do not have to miss class time or regular work day requirements to meet the extracurricular assignments will be considered.
- c. Posting may be done by individual posting announcements, or by notice in the District newsletter.

- d. **Summer posting:** In-district certificated employees with specific interest in possible vacancies which may occur during the summer months will notify the Personnel Office, in writing, prior to the end of the school year and will leave a summer address and phone number.

The certificated employee shall contact the Personnel Office within three (3) District work days of receiving such notification. The position will not be held open for longer than fifteen (15) District work days of said posting.

### HIRING PROCEDURE

The candidacy of in-building and in-district applicants shall be given priority consideration.

The building administrator shall survey the building staff to determine those certificated employees who wish to apply for **open building** extracurricular assignments. A building administrator shall assess the qualifications of an in-building certificated employee for the open assignments. Interviews will normally occur, unless the applicant is clearly not qualified, not available, or if there is only one (1) qualified applicant for the position.

- a. Open building extracurricular assignments are any assignments are any assignments which have been vacated through resignation, not reviewed, newly created, or currently filled by someone who is not an in-district certificated employee.
- b. Positions currently filled by certificated staff will not be considered as open assignments.
- c. Should an extracurricular assignment not be renewed, the building administrator shall notify the person in writing on or before May 15.
- d. When posting vacancies, the District reserves the right to associate extracurricular activity assignment(s) with a maximum of two (2) open teaching positions at the senior high level and two (2) open positions at the junior high level each school year.

Positions which are being renewed need to be offered in writing by May 15.

- a. In-building written notification may be a listing of all extracurricular activities with names of those people assigned.
- b. Copies of the activity assignment list shall be given to each faculty member.
- c. The activity assignment list along with copies of the letters given to those certificated employees whose assignments were not reviewed need to be sent to the Personnel Office.

All secondary head coaching assignments need to be reviewed by the District Personnel Administrator prior to being offered.

A building administrator shall determine qualified certificated in-district employee(s) for the open assignment(s).

- a. The assignments shall be offered in writing.
- b. Those applicants not selected will be notified within ten (10) school days of the position being filled.

Candidates not selected will receive upon request, a conference with the building administrator for the purpose of explaining the reasons why he/she was not selected and to provide guidelines as to how he/she can improve his/her qualification as determined by the building administrator.

Those assignments for which no certificated in-district employee was selected, may be filled from **outside** the District.

This Addendum applies to all coaching activities listed in Addendum C-2.

**ADDENDUM B-1****EDUCATIONAL EMPLOYEE EVALUATIVE CRITERIA AND PROCEDURES****CRITERIA FOR EVALUATION FOR CLASSROOM TEACHERS:**

**EVALUATIVE CRITERIA:** The following categories shall be the evaluative criteria for classroom teachers:

- 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.

**PROCEDURES:** The following evaluative procedures shall be observed:

Classroom teachers and certificated support personnel 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 educational employee shall be at least sixty (60) minutes.

Provisional educational 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 within sixty (60) calendar days of commencement of work.

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

The administrator shall apprise the educational 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.

Each educational employee shall receive an annual written evaluation in a report conference with his/her evaluator no later than May 31. Within five (5) days of the report conference and discussion, the educational employee may submit signed comments concerning his/her evaluation report, which comments shall be attached to the report in the personnel file.

### **CRITERIA FOR EVALUATION FOR EDUCATIONAL STAFF ASSOCIATES:**

The following categories shall be the evaluative criteria for evaluation of 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.

In the event an educational 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, Article 29 of the current Collective Bargaining Agreement, will be referred to as "Summative Evaluation."

- A) The Summative Evaluation System is required for certificated 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 certificated employees of the bargaining unit be evaluated on the Summative Evaluation System once every third year. It is noted herein,

that such a Summative System in Northshore continues to encourage goal setting and professional growth during this required "Summative" Evaluation year.

## II. PROFESSIONAL GROWTH OPTION

- A) The Professional Growth Option (PGO) shall be voluntary to certificated staff who have successfully completed four years of satisfactory summative evaluations, at least two of which must be in the Northshore School District.
- 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) To implement the Professional Growth Option, the District will determine up to one-third of the eligible staff to begin each year for 1993-94, 1994-95 and 1995-96 and continue such a process for following years. As of December 1, new potential PGO participants for the following year will be identified and those voluntarily accepting the Professional Growth Option will commit to attend one-half (1/2) day of release time hours of PGO inservice regarding goal setting, communication and the improvement of instruction. Educational Employee(s) and Administrator(s) from each work site will be offered such training together.
- F) 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.
- G) Prior to November 1 of the first year of participation in the Professional Growth Option, the employee shall be responsible for assessing his/her professional growth and for considering goal(s) to be included in the Growth Plan and will

utilize one or more of the following sources of information in measurement of progress toward implementation of his/her plan:

- 1) peer review;
- 2) information/feedback from parents;
- 3) information/feedback from students;
- 4) video taping;
- 5) achievement data obtained by the employee;
- 6) an analysis of student work done by self or other(s);
- 7) records or such other means as may be identified in the initial plan; OR,
- 8) an assessment tool mutually agreed upon between the employee and supervisor.

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; and,
- 6) in addition to numbers 1 through 5, personal goal(s) which promotes well-being of the individual.

H) 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.
- In addition to professional goal(s) and/or as related to professional goal(s), address a personal need to promote the general well being of the employee.

I) During the year, the participant(s) and supervisor shall discuss progress on the goals and refine and update needs for resources.

- J) During April or May, a final meeting shall be held to analyze data and 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. The participant(s) will identify the self-evaluation instrument utilized, as noted in G, above.
- K) 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.
- L) At all times during use of the Professional Growth Option, collaborative interaction, based on trust and confidence, is encouraged.
- M) If the participant or the supervisor believe 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. Depending on the complexity of the goal, certificated employees may choose one to four goals.
2. All data collected during use of the Professional Growth Option, with the exception of the Employee's Planning Worksheet and the PGO Verification Form, shall be returned to the certificated employee at the end of the year.
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.

## PROFESSIONAL GROWTH OPTION

### LOGISTICS

	GROUP I	GROUP II	GROUP III
1993-94	PGO	SUMMATIVE	SUMMATIVE
1994-95	PGO	PGO	SUMMATIVE
1995-96	SUMMATIVE	PGO	PGO
1996-97	PGO	SUMMATIVE	PGO
1997-98	PGO	PGO	SUMMATIVE
1997-98	SUMMATIVE	PGO	PGO
1999-00	PGO	SUMMATIVE	PGO

The Professional Growth Option is available to employees upon completion of their fourth year of experience as a Certificated Employee. At least two of those years must be in the Northshore School District.

For initial implementation of the program, up to one third of the eligible certificated staff in each work site may voluntarily choose the professional growth option. This original one third may remain in the professional growth option for two years. The second year, an additional one third may choose the option and the third year, the final third may select this option.

Selection of staff for the professional growth option will be made by the school's administrative staff and will be on a voluntary basis by the employee(s). Consideration may be given to grade level and department participation to produce a balance within the staff.

The District will provide one-half (1/2) day of release time inservice to participants and administrative staff and staff choosing to be on the Formative Evaluation System will agree to participate in such inservice. Participants are encouraged to utilize two (2) hours of Optional Professional Time for further training and/or meetings regarding the Professional Growth Option.

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 Personnel File  
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 RCW 28A.67.065.

Summary of 30 minutes of observation:

Date \_\_\_\_\_ Staff Member \_\_\_\_\_  
Signature

Date \_\_\_\_\_ Supervisor \_\_\_\_\_  
Signature

Original to Personnel File  
Copy to Employee and Supervisor

## **Addendum B-2**

### **Teacher Evaluative Criteria and Descriptors**

#### INSTRUCTIONAL SKILL

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

#### CLASSROOM MANAGEMENT

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

#### PROFESSIONAL PREPARATION AND SCHOLARSHIP

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

#### EFFORT TOWARD IMPROVEMENT WHEN NEEDED

- o Explores and provides methods that will improve the educational program.
- o Responds to appraisals of observations and annual evaluation.
- o Continues to develop professional skills.

- o Collaborates with the other teachers and staff.
- o Analyzes actions and lessons and seeks ways for improvement.

#### HANDLING STUDENT DISCIPLINE AND ATTENDANT PROBLEMS

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

#### INTEREST IN TEACHING PUPILS

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

#### KNOWLEDGE OF SUBJECT MATTER

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

<b>ADDENDUM B-3</b>
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<b>EDUCATIONAL STAFF ASSOCIATE EVALUATIVE CRITERIA AND DESCRIPTORS</b>
--

KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD

- o Provide a theoretical rationale for the use of various procedures.
- o Demonstrate understanding of the basic principles of human growth and development.
- o Demonstrate awareness of personal and professional limitations and have the ability and knowledge to make appropriate referrals.
- o 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

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

- o Select or recommend testing and non-testing devices, materials, equipment appropriate to student needs.
- o Demonstrate the use and an understanding of the limitations and restrictions of devices, materials, and procedures, etc.
- o 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

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

**INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL**

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

**NORTHSHORE SCHOOL DISTRICT  
1994-95 TEACHERS' SALARY SCHEDULE**

Addendum C-1

**INITIAL SCHEDULE 29**

\*

YRS.	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90
									or PhD
CLASS	01	02	03	04	05	06	07	08	09
STEP									
0	22,478	23,085	23,714	24,344	26,366	27,670	26,950	28,973	30,276
1	23,214	23,841	24,491	25,162	27,244	28,565	27,768	29,850	31,171
2	23,966	24,612	25,281	26,017	28,134	29,495	28,623	30,740	32,100
3	24,755	25,421	26,109	26,886	29,040	30,461	29,492	31,646	33,067
4	25,558	26,266	26,973	27,792	30,002	31,462	30,398	32,608	34,068
5	26,399	27,125	27,852	28,732	30,979	32,497	31,338	33,585	35,103
6	27,275	27,998	28,766	29,709	31,989	33,546	32,315	34,595	36,152
7	28,165	28,906	29,693	30,697	33,033	34,649	33,303	35,639	37,255
8	29,067	29,850	30,655	31,742	34,111	35,785	34,348	36,717	38,392
9		30,828	31,672	32,798	35,222	36,954	35,403	37,829	39,560
10			32,702	33,909	36,365	38,155	36,515	38,971	40,761
11				35,052	37,562	39,387	37,658	40,168	41,994
12				36,159	38,791	40,671	38,847	41,397	43,277
13					40,049	41,986	40,075	42,656	44,592
14					41,315	43,350	41,342	44,003	45,956
15					42,389	44,477	42,416	45,147	47,151

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

Adopted by the Board of Directors  
on May 23, 1994

SCHEDULE 23

NORTHSHORE SCHOOL DISTRICT NO. 417  
1994-95 ACTIVITY SCHEDULE

Addendum C-2

Effective September 1, 1994

SENIOR HIGH	
1. Principals Discretionary	2,335
2. Building Discretionary	2,000 #
3. Stage Manager	2,218
4. Ticket Supervisor	348
(1.5% for each gate-pay sport)	
5. Detention Supervisor	1,187
6. Honor Society	409
7. Natural Helpers	409
8. Senior Class Advisor	759
9. Junior Class Advisor	583
10. Sophomore Class Advisor	409
11. Activity Coordinator	B
12. Athletic Director	B
13. Annual	C
14. Chess	F
15. Dance Supervisor	G
16. Debate	C
17. Drama	C
18. Music - Band	A
19. Music - Vocal	B
20. Music - Orchestra	C
21. Newspaper	C
22. Pep Staff	F
23. Service Club	D
24. Student Store	F
(If not compensatory time)	
25. Baseball (Head)	B
26. Assistant (s)	C
27. Basketball (Head)	A
28. Assistant (s)	B
29. Bowling	D
30. Cross Country (Head)	C
31. Assistant (s)	D
32. Football (Head)	A
33. Assistant (s)	B
34. Golf	D
35. Gymnastics (Head)	B
36. Assistant (s)	C
37. Soccer (Head)	B
38. Assistant (s)	C
39. Softball (Head)	B
40. Assistant (s)	C
41. Swimming (Head)	B
42. Assistant (s)	C
43. Tennis (Head)	C
44. Assistant (s)	D
45. Track (Head)	B
46. Assistant (s)	C
47. Volleyball (Head)	B
48. Assistant (s)	C
49. Wrestling (Head)	A
50. Assistant (s)	B
51. Dance Team Advisor	E

JUNIOR HIGH	
1. Principals Discretionary	2,672
2. Building Discretionary	2,000 #
3. Bus Supervisor	849
4. Honor Society	423
5. Parking Supervisor	423
6. Detention Supervisor	1,187
7. Natural Helpers	409
8. Academic Clubs	1,300
9. Handbook/Yearbook	W
10. Music - Band	U
11. Music - Vocal	V
12. Music - Orchestra	V
13. Musical/Variety	Y
14. Newspaper	X
15. Pep Club	Y
16. Visual Aids	W
17. Baseball (Head)	U
18. Assistant (s)	V
19. Basketball (Head)	U
20. Assistant (s)	V
21. Cross Country	U
22. Football (Head)	U
23. Assistant (s)	V
24. Drill Team (Head)	U
25. Assistant (s)	V
26. Soccer (Head)	U
27. Tennis (Head)	U
28. Track (Head)	U
29. Assistant (s)	V
30. Volleyball (Head)	U
31. Assistant (s)	V
32. Wrestling (Head)	U
33. Assistant (s)	V
34. Softball (Head)	U
35. Assistant (s)	V

SECONDARY ALTERNATIVE	
1. Principals Discretionary	2,335
2. Building Discretionary	2,000 #

ELEMENTARY	
1. Principals Discretionary	3,280
2. Building Discretionary	1,400 #
3. Discipline	1,187
4. Bus Supervisor	467
5. School Safety Patrol	467
6. Intramurals	4,000
7. Cross Country	J
8. Track and Field (Head)	I
9. Assistant	K
10. Special Olympics	I
(Four sporting events)	
11. Music - Instrumental	H
12. Music - Vocal	J

\* Depending on the duties, the positions of Bus Supervisor, School Safety Patrol and Discipline may be paid additional compensation from discretionary monies.

\*\* Stipends for Basketball will remain as assigned for 1994-95

SENIOR HIGH EXPERIENCE SCHEDULE				
St.	00	01	02	03
A	2,800	3,033	3,502	3,735
B	1,867	2,101	2,567	2,800
C	1,517	1,748	1,984	2,218
D	1,187	1,401	1,633	1,867
E	934	1,051	1,283	1,517
F	701	817	1,051	1,283
G	467	581	817	1,051

JUNIOR HIGH EXPERIENCE SCHEDULE				
St.	00	01	02	03
U	1,380	1,590	1,803	2,017
V	1,060	1,273	1,485	1,697
W	849	955	1,167	1,380
X	636	742	955	1,167
Y	423	530	742	955

ELEMENTARY EXPERIENCE SCHEDULE				
St.	00	01	02	03
H	1,414	1,630	1,849	2,066
I	653	761	979	1,195
J	436	542	761	979
K	218	326	542	761

# Building discretionary funds increased to accommodate academic clubs/activities

Adopted by the Board of Directors on June 29, 1994

Addendum C-3  
 Addendum C-4  
 Addendum C-5  
 Addendum C-6

NORTHSHORE SCHOOL DISTRICT NO. 417

**1994-95 SALARY SCHEDULES FOR:  
 ASSIGNED RESPONSIBILITY,  
 DEPARTMENT HEAD,  
 HOURLY WORK ON SUPPLEMENTAL ASSIGNMENTS  
 TECHNOLOGY RESOURCE TEACHER**

SCHEDULE 24

**ADDENDUM C-3**

ASSIGNED RESPONSIBILITY SCHEDULE		
		Annual Amt.
FIRST YEAR	*****	\$2,486
SECOND YEAR	*****	\$2,693
THIRD YEAR	*****	\$2,901
FOURTH YEAR	*****	\$3,106
FIFTH YEAR	*****	\$3,313

**ADDENDUM C-4**

DEPARTMENT HEAD SCHEDULE		
ANNUAL AMOUNT	*****	\$1,919

**ADDENDUM C-5**

HOURLY WORK ON SUPPLEMENTAL ASSIGNMENTS SCHEDULE		
HOURLY RATE	*****	\$20.80

**ADDENDUM C-6**

TECHNOLOGY RESOURCE TEACHER		
ANNUAL AMOUNT	*****	\$750.00

Adopted by the Board of Directors  
 on June 29, 1994

<b>ADDENDUM C-4</b>
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<b>DEPARTMENT HEADS</b>
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- A. Department head positions will be funded at the fixed rate of \$1,919 for seven (7) FTE department heads in each high school and six (6) FTE department heads in each junior high school, and two (2) FTE department heads in each elementary school. In addition, one department head will be funded for each of the following assignments: SAS Anderson School, OT/PT, Psychologists, and CDS.
- B. In each secondary school building, the principal, in consultation with the department head of the previous year, will determine the distribution of the stipend allocation for that building. A full department head shall be paid \$1,919 and fractional department heads shall be paid proportionally.
- C. A maximum of nine (9) days per year of released time from teaching classes, through the employment of a substitute teacher, will be provided for each FTE department head position.
- D. 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.

**ADDENDUM C-6****TECHNOLOGY RESOURCE TEACHERS**

Technology resource teacher positions will be funded at the rate of \$750.00 annually for six (6) FTE positions in each high school, four (4) FTE positions in each junior high school, and two (2) FTE positions in each elementary school and at SAS Anderson School

# Northshore School District

ADDENDUM D

## 1994 - 1995 CALENDAR

1994 - 1995

1994 - 1995

MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI
<b>JULY</b>					<b>JANUARY</b>				
				1	2	3	4	5	6
4	5	6	7	8	9	10	11	12	13
11	12	13	14	15	16	17	18	19	20
18	19	20	21	22	23	24	25	26	27
25	26	27	28	29	30	31			
<b>AUGUST</b>					<b>FEBRUARY</b>				
1	2	3	4	5			1	2	3
8	9	10	11	12	6	7	8	9	10
15	16	17	18	19	13	14	15	16	17
22	23	24	25	26	20	21	22	23	24
29	30	31			27	28			
<b>SEPTEMBER</b>					<b>MARCH</b>				
			1	2			1	2	3
5	6	7 ●	8	9	6	7	8	9	10
12	13		15	16	13	14	15	16 +##★	17
19	20	21	22	23	20	21	22	23	24
26	27	28	29	30	27	28	29	30	31
<b>OCTOBER</b>					<b>APRIL</b>				
3	4	5	6	7	3	4	5	6	7
10	11	12	13+ #	14	10	11	12	13	14
17	18	19	20	21	17	18	19	20	21
24	25	26	27	28	24	25	26	27	28
31									
<b>NOVEMBER</b>					<b>MAY</b>				
	1	2	3	4	1	2	3	4	5
7	8	9	10+	11	8	9	10	11	12
14	15	16	17+	18+	15	16	17	18	19
21+	22+	23+	24	25	22	23	24	25	26
28	29	30			29	30	31		
<b>DECEMBER</b>					<b>JUNE</b>				
			1	2#★				1	2
5	6	7	8	9	5	6	7	8	9
12	13	14	15	16	12	13	14	15	16 +#
19	20	21	22	23	19★	20★	21■	22	23
26	27	28	29	30	26	27	28	29	30

● First Day of School, Sept. 7

□ Legal Holidays

○ District Holidays

▽ District Inservice Days

△ Professional Days

■ Last Day of School, June 21 (early dismissal)

+ Elementary Early Dismissal (No AM or PM Kgdn.)

# Junior High Early Dismissal

★ High School Early Dismissal

Trimesters end: Dec. 2 (59 days), March 16 (59 days), and June 21 (62 days).

Parent Conference Week: Nov. 17 to 23, 1994

Emergency Make Up: Added to end of the year

<b>ADDENDUM E</b>
<b>Complaint Against An Employee of Northshore School District Number 417</b>

TO: SUPERINTENDENT  
NORTHSHORE SCHOOL DISTRICT NO. 417  
18315 BOTHELL WAY N.E.  
BOTHELL, WASHINGTON 98011

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 \_\_\_\_\_, 19\_\_, at \_\_\_\_\_, WA.

Signature(s) \_\_\_\_\_

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

ADDENDUM F-1

STEP 1 COMPLAINT BY THE AGGRIEVED

Aggrieved Person \_\_\_\_\_

Date of Filing Claim \_\_\_\_\_

Date of Formal Presentation \_\_\_\_\_

Work Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

School/Building \_\_\_\_\_ Subject Area/Grade \_\_\_\_\_

Supervisor Against Whom Grievance is Filed \_\_\_\_\_

Association Grievance Representative(s) \_\_\_\_\_

\_\_\_\_\_

Statement of Grievance:

Relief Sought:

\_\_\_\_\_  
Signature of Aggrieved

c: Superintendent  
NSEA President  
Grievance Representative(s)

ADDENDUM F-2

STEP ONE DECISION OF SCHOOL PRINCIPAL OR SUPERVISOR

(To be completed by school principal or supervisor against whom the grievance is filed within ten (10) school days after meeting with the grievant.)

Aggrieved Person \_\_\_\_\_

Date of Formal Presentation \_\_\_\_\_

School/Building \_\_\_\_\_

Principal/Supervisor \_\_\_\_\_

Decision of School Principal or Supervisor and Reasons:

ADDENDUM F-2.1  
STEP ONE

Decision of School Principal/Supervisor, page \_\_\_\_\_

Date of Decision \_\_\_\_\_

\_\_\_\_\_  
Signature of Principal or  
Supervisor

Aggrieved Person's Response:

(Complete within five (5) school days of receipt of above response.)

\_\_\_\_\_ I accept the above decision.

\_\_\_\_\_ I hereby refer the above decision to the Superintendent for review.

Date of Response \_\_\_\_\_

\_\_\_\_\_  
Signature of Aggrieved

- c. Grievant
- Superintendent
- NSEA President
- Grievance Representative(s)

**ADDENDUM F-3  
STEP 2**

**Decision of Superintendent or Designee**

(To be completed within ten (10) school days after receipt of the grievance.)

Aggrieved Person \_\_\_\_\_

Date of Oral Presentation \_\_\_\_\_

Date of Appeal Received \_\_\_\_\_ Date Hearing Held \_\_\_\_\_

**Decision of Superintendent or Designee and Reasons:**

ADDENDUM F-3.1

STEP 2 AND 3

Decision of Superintendent or Designee, page \_\_\_\_\_

Date of Decision \_\_\_\_\_  
Signature of Superintendent or Designee

AGGRIEVED PERSON'S RESPONSE: STEP 3

(To be completed by aggrieved within twenty (20) school days of decision.)

\_\_\_\_\_ I accept the above decision.

\_\_\_\_\_ I reject the above decision but elect to waive arbitration.-

\_\_\_\_\_ I hereby refer the above decision to the Association for possible arbitration.

Date of Response \_\_\_\_\_  
Signature of Aggrieved

- c. Grievant
- Superintendent
- NSEA President
- Grievance Representative(s)

ADDENDUM F-4

CLAIM OF DISPUTE

I hereby attest that on \_\_\_\_\_, I met with \_\_\_\_\_ in an attempt to solve this dispute. An answer was received on \_\_\_\_\_ which does not accomplish resolution. This dispute is, therefore, filed with the Superintendent or Designee.

Disputant \_\_\_\_\_

Date of Filing Claim \_\_\_\_\_

Date of Formal Presentation \_\_\_\_\_

Work Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

Principal/Supervisor Against Whom Claim is Filed \_\_\_\_\_

Subject Area or Grade \_\_\_\_\_

Association Representative(s) (if desired) \_\_\_\_\_

\_\_\_\_\_

Statement of Dispute:

RESOLUTION DESIRED:

\_\_\_\_\_  
Signature of Disputant

- c. Superintendent
- NSEA President
- Association Representative(s)

ADDENDUM F-4.1

CLAIM OF DISPUTE

Decision of Superintendent or Designee

Disputant \_\_\_\_\_

Date of Formal Presentation \_\_\_\_\_

School/Building \_\_\_\_\_

School Principal/Immediate Supervisor \_\_\_\_\_

Decision of Superintendent or Designee and Reasons:

\_\_\_\_\_  
Date of Decision

\_\_\_\_\_  
Signature of Superintendent or Designee

- c. Superintendent  
NSEA President  
Association Representative(s)

**ADDENDUM G****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, but for the purposes of payment for such unused leave shall not exceed twelve (12) days per year.
  - B. For purposes of payment for unused illness, injury or emergency leave, no more than one day's leave can accumulate each calendar month that the employee is under contract with and/or is an employee of the District.
  - C. Any leave for injury, illness or emergency accumulated up to a maximum of forty-five 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. An eligible employee is a current employee
    - (1) Who has accumulated greater than sixty (60) full 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) full day per month as of the end of the previous calendar year; and
    - (3) Who provides written notice to the Personnel Office by January 15 of his or her intent to convert his or her excess illness, injury or emergency leave to monetary compensation.
  - C. The number of illness, injury or emergency leave days in excess of sixty (60) full days that were accumulated by the employee during the previous calendar year at a maximum of twelve (12) days per year; and
    - (1) Taking the number of illness, injury, or emergency leave days in excess of sixty (60) full days that were accumulated by the employee during the previous calendar year at a maximum of twelve (12) days per year; and

- (2) Subtracting therefrom 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.

- D. 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, full-time daily rate of compensation for each full day of eligible illness, injury or emergency leave.
- E. The term "full-time daily rate of compensation" shall mean the salary of an employee or classification of employees for each full day of employment exclusive of supplemental pay such as overtime pay, standby pay and premium pay, and exclusive of fringe benefits such as health insurance premiums and other forms of insurance premiums.
- F. Partial days of eligible illness, injury or emergency leave shall be converted on a pro rata basis.
- G. 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.
- 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 full 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 full-time daily rate of compensation at the time of termination of employment for each full day of eligible illness, injury, emergency leave.
- F. The term "full-time daily rate of compensation" shall mean the salary of an employee or classification of employees for each full day of employment exclusive of supplemental pay such as overtime pay, standby pay and premium

pay and exclusive of fringe benefits such as health insurance premiums and other forms of insurance premiums.

- G. Partial days of eligible illness, injury, emergency leave shall be converted on a pro rata basis.

#### 4. POST RETIREMENT CONSIDERATIONS

- A. In addition to standard direct payment to the employee, the District will provide for retiring employees and employees with 180 days sick leave accumulated to elect sick leave buy out payments to be remitted directly to VEBA III (a VEBA post retirement medical reserve trust account) as allowed within IRS Section 419 on a pre-tax basis.
- B. Moneys 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.

**ADDENDUM H****PROVISIONS FOR LEAVE SHARING**

Under the provisions of District Policy 2235 and 4320 and RCW 28A.400.380 as well as WAC 392-12.6, a Leave Sharing Program is established on a voluntary basis which permits employees to donate annual vacation or 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 which has caused or is likely to cause the employee to take leave without pay or terminate employment.

**Procedures****A. Eligibility**

1. The employee's job is one in which annual and/or 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. Annual leave and/or 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 Annual Leave - An employee may donate annual (vacation) leave to specific individuals using the following criteria:**

1. The employee may donate any amount of annual leave provided the donation does not cause the employee's annual leave balance to fall below ten days.
2. Employees may not donate excess annual leave that the donor would not be able to take because of an approaching date after which the annual leave cannot be used.

**C. Donation of Sick Leave - An employee may donate sick leave to specific individuals using the following criteria:**

1. The employee must be in a job in which annual leave is not accrued.
2. The employee must have accrued more than sixty days of sick leave.
3. Employees may not donate more than six days of sick leave during any twelve-month period.
4. Employees may not donate an amount of sick leave that will result in their sick leave account going below sixty days.

Appendix H  
(Provisions for Leave Sharing)

- D. 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 two-hundred-sixty-one (261) 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.
- E. 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.
- F. Calculation
1. The dollar value of the leave donated shall be ignored and the leave shall be calculated on a day-donated and day-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 both annual and sick leave.

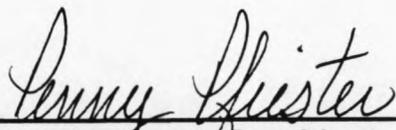
**Attachment # 1**

**LETTER OF AGREEMENT**  
between  
**Northshore School District No. 417**  
and  
**Northshore Education Association**  
**June 10, 1994**

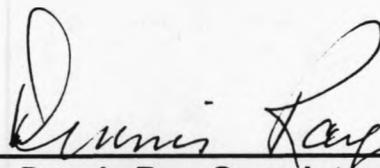
This Letter of Agreement sets forth the understandings and agreements that Northshore School District No. 417 and Northshore Education Association have reached concerning 1994-95 legislative appropriations for instructional materials and technology related investments. This Letter of Agreement shall expire August 31, 1995, except as otherwise agreed by the parties.

The parties agree that the District (in accordance with ESSB 6224, Section 502, Part 10 and subsequent adopted WAC) will apply for and allocate to the maximum extent of eligibility available supplemental funding for the purchase of instructional materials and technology related investments. The District shall distribute all funds received to a maximum of \$20.61 to each school site on a per K-12 full time equivalent student basis, including special education, without deducting for the indirect costs. These funds shall not be used to supplant expenditures and/or programs which would otherwise be funded by the District.

The expenditure of the funds shall be determined at each school site by the school building staff, parents, and the community where site-based decision-making has been adopted or, where not adopted, by the building staff including itinerant teachers.



**Penny Pfister, President**  
**Northshore Education Association**



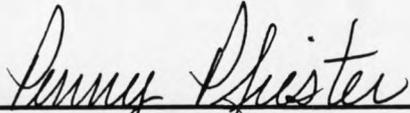
**Dr. Dennis Ray, Superintendent**  
**Northshore School District No. 417**

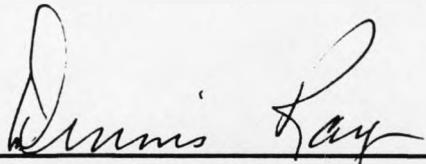
**Attachment # 2**

**LETTER OF AGREEMENT**  
between  
Northshore School District No. 417  
and  
Northshore Education Association  
June 10, 1994

Northshore School District No. 417 and Northshore Education Association agree to implement a procedure to encourage Collegial Time for the 1994-95 school year, as follows:

1. Each building will be allocated a grant of funds equal to one (1) paid day (7.5 hours) at the rate of \$215.00 per day for each certificated NSEA member.
2. Two or more employees will submit a plan for the use of the day to the building principal/supervisor or designated faculty advisory team or, if the building members agree, to their individual department heads for approval. Such plans will be submitted on a district-provided plan sheet and will support building and/or district goals.
3. Days which are unused by March 31 will be allocated for the use of other building members for additional collegial work.
4. Compensation for the work will be paid the month following receipt of the completed planning/time report form. All time reports must be submitted by June 30, 1995.
5. This Letter of Agreement shall expire August 31, 1995, except as otherwise agreed by the parties.

  
\_\_\_\_\_  
Penny Pfister, President  
Northshore Education Association

  
\_\_\_\_\_  
Dr. Dennis Ray, Superintendent  
Northshore School District No. 417

## Attachment # 3

**AGREEMENTS ON 1994-98 SALARIES AND 1994-96 COLLECTIVE BARGAINING  
AGREEMENT BETWEEN NORTSHORE SCHOOL DISTRICT NO. 417 AND  
NORTSHORE EDUCATION ASSOCIATION**

The Northshore School District No. 417 and the Northshore Education Association hereby enter this comprehensive agreement relating to salaries for 1994-98 and a new 1994-96 collective bargaining agreement. This comprehensive agreement consists of the components specified below, each constituting a lawful agreement as contemplated by RCW 41.59.020 (2).

**Agreement on 1994-98 Salaries**

The District and the Association agree that annual salaries for nonsupervisory certificated employees during the school years 1994-95 through 1997-98 shall be set pursuant to the terms of Article 48 as attached hereto. It is further agreed that the provisions of Article 48 which relate to the 1994-95, 1995-96, 1996-97, and 1997-98 school years shall be incorporated in the District-Association collective bargaining agreement(s) covering those school years, except as otherwise modified by mutual agreement.

**1994-96 Collective Bargaining Agreement**

The District and the Association agree that their 1994-96 collective bargaining agreement shall be as reflected in the documents attached hereto, including the applicable provisions of Article 48 as attached hereto.

**Execution**

These Agreements are executed this 30th day of June, 1994, by the undersigned officers acting by the authority of and on behalf of the Northshore School District Board of Directors and the Northshore Education Association.

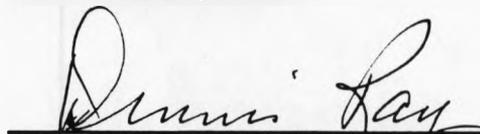
In the event of any conflict between the terms of the agreements set forth herein and the terms of any prior agreements, the former shall govern.

FOR THE ASSOCIATION:

  
\_\_\_\_\_

Penny Pfister, President

FOR THE DISTRICT:

  
\_\_\_\_\_

Dr. Dennis Ray, Superintendent

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