



Shoreline School Board

**September 27, 2022**

**5:50 p.m.**

**Via Zoom Only!**

**Link to Meeting:**

<https://us02web.zoom.us/j/89576813874?pwd=UIFGbVhHVWJyRTJOUFV5bXdBSjRRdz09>

Webinar ID: 895 7681 3874

Passcode: 825414

Dial-In Phone Numbers: 1-253-215-8782 or 1-669-900-6833

## **Special Board Meeting Agenda**

### **Adoption of Consent Agenda**

#### **1. Approval of 2022-2026 SCCA Collective Bargaining Agreement**

[1-Bkgrd-Approval of 22-26 Agreement \(MR\).pdf \(p. 2\)](#)

[1-SCCA TA for Board Packet.pdf \(p. 3\)](#)

#### **2. Approval of Personnel**

##### **a) Certificated**

[2a-Personnel-Certs.pdf \(p. 45\)](#)

##### **b) Administrative**

[2b-Personnel-Administrative.pdf \(p. 46\)](#)

**Adjournment: \_\_\_\_\_ p.m.**

**Shoreline Board of Directors**

**SPECIAL BOARD MEETING**

September 27, 2022

**TO:** Members, Shoreline Board of Directors

**ISSUE:**  X  **ACTION**  Approval of 2022-2026 SCCA Collective Bargaining Agreement--attached

**BACKGROUND INFORMATION:**

The District and the Shoreline Children’s Center Association (SCCA) recently reached a Tentative Agreement for a new contract. Their previous contract lapsed on August 31, 2022. The SCCA ratified the Tentative Agreement on September 22, 2022. The District and the Union had shared interests in being fiscally responsible, being competitive in a difficult employment marketplace, and to serve the Shoreline community well. Both parties worked hard to find solutions that were beneficial to all affected by the agreement. This agreement provides for stability in the coming four years.

If approved, this contract will be in effect from September 1, 2022 through August 31, 2026.

**FISCAL IMPACT:**

General Fund Operating Budget

**RECOMMENDED DECISION:**

The Superintendent recommends Board approval of this SCCA ratified agreement.

**Report prepared by:**  Mark Roschy, Executive Director of Human Resources

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1                                   **SHORELINE SCHOOL DISTRICT NO. 412**

2                                   **Salary Schedule and Provisions for**  
3                                   **SHORELINE CHILDREN'S CENTER ASSOCIATION/**  
4                                   **WASHINGTON EDUCATION ASSOCIATION**

5                                   **Effective September 1, 2018 through August 31, 2021**

6  
7                   **1.0    PREAMBLE**

8  
9                   1.1    This Agreement is by and between the Shoreline School District  
10                   No. 412 ("District") and the Shoreline Children's Center Association  
11                   ("SCCA"). The Shoreline Children's Center Association  
12                   (SCCA/WEA) is an affiliate of the Washington Education  
13                   Association and the National Education Association.

14  
15                   1.2    The Shoreline Children's Center is designed as a self-sustaining  
16                   program and the SCCA recognizes that the Center operates as a  
17                   convenience to the parents and community.

18  
19                   1.3    The Head Start program is funded through federal grants and  
20                   operates as a self-sustaining program, and the SCCA recognizes  
21                   that the program operates as a service to eligible parents and  
22                   students.

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24                   **2.0    RECOGNITION**

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26                   2.1    The District recognizes the Association as the exclusive bargaining  
27                   representative for all regular day care early learning and Children's  
28                   Center extended care provider personnel of the Shoreline School  
29                   District, excluding supervisors, confidential employees and  
30                   employees represented in other bargaining units. The Association  
31                   was certified by the Public Employment Relations Commission on  
32                   May 6, 1994, Decision 4701 - PECB following a Public Employment  
33                   Relations Commission election of April 27, 1994.

34  
35                   **3.0    DEFINITIONS**

36  
37                   3.1    **Probationary Employees:** The first ninety (90) working days of  
38                   employment, excluding summer school, is considered the  
39                   employee's probationary period. At the end of this period, if the  
40                   employee's work performance is satisfactory, such status will be  
41                   changed to that of a regular employee.

42  
43                   3.2    **Regular Employees:** An employee who regularly works on a  
44                   continuing basis and who has completed the probationary period is  
45                   considered a regular employee and entitled to prorated benefits if

1 she/he is scheduled to work twenty (20) or more hours per week.  
2 Regular employees taking a temporary leave replacement remain  
3 regular employees.  
4

5 3.3 **Temporary Employees:** A temporary employee is an employee  
6 who is hired on a temporary basis for the completion of a specific  
7 task or project, to accommodate a fluctuation in enrollment or to  
8 replace an employee who is on an approved leave. Temporary  
9 employees performing work in excess of ninety (90) continuous  
10 working days (excluding summer school) shall become members of  
11 the bargaining unit.  
12

13 3.4 **COBRA** - Consolidated Omnibus Budget Reconciliation Act of  
14 1985. Provides for continuation of health benefit plans under  
15 specific situations with the premium being paid by the employee or  
16 dependent and as allowed by the insurance carrier.  
17

#### 18 4.0 **SEVERABILITY**

19  
20 4.1 In the event that any provision of this Agreement shall, at any time,  
21 be declared invalid by any court of competent jurisdiction, or  
22 through government rule or regulation affecting this Agreement,  
23 such decision shall not invalidate the entire Agreement, it being the  
24 express intention of the parties hereto that all other provisions not  
25 declared invalid shall remain in full force and effect.  
26

27 4.2 If any provision of this Agreement is held to be contrary to law or  
28 declared invalid through rule or regulation affecting this Agreement,  
29 upon written request of either party, bargaining on the provision(s)  
30 shall commence within ten (10) working days of said notice.  
31

#### 32 5.0 **NON-DISCRIMINATION**

33  
34 5.1 There shall be no abridgement of citizenship rights or unlawful  
35 discrimination by either the District or the Association for reason of  
36 gender, race, color, religion, national origin, ancestry, pregnancy,  
37 age, marital status, medical condition or physical disability.  
38

39 5.2 Employees have the right to work in an environment free from  
40 sexual harassment as defined by and under the provisions of  
41 applicable laws. An employee who has a complaint regarding  
42 sexual harassment may file that complaint according to District  
43 policy and procedures. This provision does not grant the employee  
44 the right to file a grievance regarding sexual harassment through  
45 the provisions of this Collective Bargaining Agreement. However, it  
46 does not prohibit the employee from exercising his or her rights in  
47 any other appropriate legal forum.

1  
2 **6.0 SCOPE OF AGREEMENT**  
3

4 6.1 It is agreed that the relations between the parties shall be governed  
5 by the terms of this Agreement only; no prior agreements,  
6 understandings, past practices, existing conditions, prior benefits,  
7 oral or written, shall be controlling or in any way affect the relations  
8 between the Parties, or the wages, hours and working conditions  
9 unless and until such Agreement, understandings, past practices,  
10 existing conditions, and prior agreements shall be reduced to  
11 writing and duly executed by both parties, subject to the date of this  
12 Agreement.  
13

14 **7.0 TRAVEL REIMBURSEMENT**  
15

16 7.1 Employees who travel between two or more work sites during the  
17 workday or utilize their own vehicles on District approved business  
18 shall receive mileage reimbursement at the Washington State  
19 mileage rate. This provision does not cover an employee working a  
20 split or additional assignment, at the employee's request.  
21

22 **8.0 JOB DESCRIPTIONS**  
23

24 8.1 Employees may be required to perform related tasks within the  
25 bargaining unit which are not specifically referred to on the job  
26 description. Job descriptions shall be maintained by the Human  
27 Resources Office and shared with the Association. Any revisions to  
28 the job description will be shared with the Association. All revisions  
29 that impact workload shall be bargained before taking effect. The  
30 District will have active job descriptions for the following positions  
31 upon signature of this agreement:

- 32 \_\_\_\_\_ Preschool Lead Teacher
  - 33 \_\_\_\_\_ Preschool Assistant
  - 34 \_\_\_\_\_ Extended Care Lead Teacher
  - 35 \_\_\_\_\_ Extended Care Assistant
  - 36 \_\_\_\_\_ Instructional Aide
- 37

38  
39  
40 8.2 Orientation training will be provided for newly hired employees by a  
41 supervisor or designee prior to placement of the new employee into  
42 their work assignment. Training shall include, but not be limited to,  
43 current curriculum, assessment tools, and any applicable  
44 requirements of the Head Start grant. Employees who attend such  
45 training shall be paid their regular hourly rate, if the training is  
46 provided outside of the employee's scheduled workday/time.  
47 Current employees covered by this agreement are not responsible

**Deleted: 8.2 - PRESCHOOL LEAD TEACHER:** The education requirements for this position are an ECE Initial Certificate (12 credits) to be completed within 5 years of implementation of the new licensing requirements for the State of Washington and the ECE Short Certificate (20 total credits) to be completed within 7 years of implementation of the new licensing requirements for the State of Washington. In addition, preference will be given to candidates with experience employed in an early childhood education setting. Educational requirements for Preschool Lead Teachers hired prior to September 1, 2018 shall be governed by the MOU regarding professional development, effective September 1, 2018 through August 31, 2021. Lead Teachers will plan and implement the daily activities for the classroom in accordance with the policies and philosophy of the District and the Center. ¶

¶ **8.3 - PRESCHOOL ASSISTANT:** The education requirements for this position are an ECE Initial Certificate (12 credits) to be completed within 5 years of implementation of the new licensing requirements for the State of Washington. Assistants who work in a Head Start classroom will be required to earn their ECE Initial Certificate within 2 years of starting work in said classrooms. Educational requirements for Preschool Assistants hired prior to September 1, 2018 shall be governed by the MOU regarding professional development, effective September 1, 2018 through August 31, 2021. The Preschool Assistant will provide support services for the care and instruction of children by working closely with the Lead Teacher. ¶

¶ **8.4 - EXTENDED CARE LEAD TEACHER:** Preference for this position will require a two year Early Childhood Education degree or equivalent experience/education. Lead Teachers will plan and implement the daily activities for the classroom in accordance with the policies and philosophy of the District and the Center. ¶

¶ **8.5 - EXTENDED CARE ASSISTANT:** This position will require graduation from high school with experience and/or interest in working with children. The Assistant will provide support services for the care and instruction of children by working closely with the Lead Teacher. ¶

¶ **8.6 - INSTRUCTIONAL AIDE:** This position will require graduation from high school with experience and/or interest in working with children. The Instructional Aide will provide short-term break coverage for teachers and assistants in Early Learning preschool or extended care classrooms, and work in the presence of another employee or supervisor. ¶

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1 for training newly hired employees regarding job responsibilities or  
2 administrative procedures, although they are expected to provide a  
3 welcoming work environment to newly hired employees and  
4 respond to simple questions regarding workplace protocols.

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6 **9.0 COMPENSATION AND GROUP INSURANCE**

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8 9.1 All employees are paid on an hourly basis. The hourly rates of pay  
9 are shown on Salary Attachment A.

10  
11 9.1.1 Rate increases will be applied to the entry rate of the Preschool Lead and  
12 all other rates will be indexed from that rate in the following manner:

- 13 • The Extended Care Lead entry rate will be \$0.97 less  
14 per hour than the Preschool Lead entry rate.
- 15 • The Childcare Assistant entry rate will be \$7.49 less  
16 per hour than the Preschool Lead entry rate.
- 17 • The Instructional Aide entry rate will be \$10.24 less  
18 per hour than the Preschool Lead entry rate.

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21 9.1.2 The Longevity column rates in the Salary Attachment A will  
22 be indexed using the following increases:

- 23 • The Preschool Lead hourly rate will be increased by  
24 \$2.00 per hour for each longevity column.
- 25 • The Extended Care Lead hourly rate will be increased  
26 by \$1.25 per hour for each longevity column.
- 27 • The Childcare Assistant hourly rate will be increased  
28 by \$0.95 per hour for each longevity column.
- 29 • The Instructional Aide hourly rate will be increased by  
30 \$0.80 per hour for each longevity column.

**Deleted:** The hourly rate for Lead Teachers with 1-3 years of experience shall equal 65% of the effective hourly rate for the SEA beginning teacher minimum base salary mandated by the State, plus the value of the guaranteed days of Professional Development included in the SEA contract for the beginning teacher TRI pay, unless said rate results in a decrease in pay, at which time the Parties agree to reopen compensation. The hourly rate for Lead Teachers with 4-7 years of experience shall equal a 5% increase over the rate for 1-3 years of experience, the rate for Lead Teachers with 8-9 years of experience shall equal a 10% increase over the rate for 1-3 years of experience, and the rate for Lead Teachers with 10+ years of experience shall equal a 15% increase over the rate for 1-3 years of experience....

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31  
32 9.1.3 Longevity Pay. Effective September 1<sup>st</sup> of each year, the  
33 longevity increments are aligned to the longevity columns in the  
34 salary schedule based on the employees' years of employment  
35 with the Shoreline Children's Center. For the purpose of calculating  
36 eligibility for Longevity Pay, an employee must start working as a  
37 regular employee for the Children's Center on or before October 1<sup>st</sup>  
38 of each school year and remain employed through the end of that  
39 school year in order for the year to count for Longevity Pay. Work  
40 during summer session, break sessions, and/or substitute time  
41 does not count towards Longevity Pay eligibility.

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**Deleted:** The hourly rate for the Childcare Assistant shall equate to 76% of the Lead Teacher rate. The hourly rate for the Instructional Aide shall equate to 65% of the Lead Teacher rate. Employees assigned as Instructional Aides who were employed as Childcare Assistants prior to September 1, 2018 shall be grandfathered at the Childcare Assistant rate until they resign or retire from the District.¶

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42  
43 9.1.4 Experience for placement on the pay scale shall include  
44 work experience, exclusive of substitute work, in a Shoreline  
45 School District preschool classroom or in another public preschool  
46 program. Such employment experience shall be documented by the  
47 former employer(s) and confirmed by HR before it is recognized through



placement on the pay scale. Total years of experience shall be rounded to the nearest whole number, with a sum of less than .5 years of experience rounded down and a sum of .5 years of experience or more rounded up.

9.1.5 If qualified, site Assistant staff shall have first right to substitute for absent Lead staff at his/her program site. Assistant staff that substitutes for Lead staff shall be paid \$2.00 per hour more on top of their current rate of pay to be reported on a timesheet.

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Deleted: at the Lead staff hourly rate based on the Assistant's years of experience at the Children's Center....

## 9.2 Educational Incentive

9.2.1 To encourage and recognize personal and professional growth beyond what is required in the position held, the following annual educational incentive stipends will be paid to positions that hold advanced education beyond what is required for their position and relevant to the work being performed. These incentives would be applied upon verification based on the highest educational level achieved for fulltime Children's Center employees in a regular position as defined below. Employees who have received an educational incentive prior to 8/31/22 will be grandfathered in at their highest degree level as of 8/31/22. The negotiated rate will be applied to that grandfathered level moving forward.

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ECE Initial Certification	\$700
Associate degree or ECE Short Certification	\$850
Bachelor's degree	\$1175
Master's degree	\$1300

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In 2024-25, \$25.00 will be added to each educational incentive level.

In 2025-26, an additional \$50.00 will be added to each educational incentive level.

Definition of "Fulltime" and Pro-ration for Part-time. For the purpose of calculating Educational Incentive pay, only, "fulltime" is defined as regularly scheduled to work 6 or more hours per day during the school year program. Employees regularly scheduled to work less than 6 hours per day during the school year program will receive a pro-rated amount of the educational incentive pay. For example, an employee regularly scheduled to work 3 hours per day would receive one-half of the annual educational stipend. Substitutes and employees working only summer and/or break sessions are not eligible for an Educational Incentive Stipend unless or until hired into a regular position for the school year program.

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- a. Payment of Educational Incentive Stipend. The annual educational incentive stipend will be paid monthly in twelve (12) equal installments
- b. Verification of Degree or Certification. Official transcripts need to be received by Human Resources on or before October 15<sup>th</sup> in order for an employee to receive a stipend for a degree received.
- c. Multiple Degrees. Employees with multiple degrees (such as an Associate and a Bachelor degree) will receive only one Educational Incentive Stipend, to be paid for the highest level degree.

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### 9.3 Group Insurance

#### 9.3.1 SCHOOL EMPLOYEES BENEFIT BOARD (SEBB) PROGRAM:

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

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

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

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- Basic Life and Accidental Death and Dismemberment insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental including orthodontia
- Medical Plan

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9.3.1.4 Employees are eligible to participate in the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) offered by SEBB. Employees will also have the option of enrolling in a Health Savings Account (HSA) when they select a qualifying High Deductible Health Plan (HDHP) for their medical insurance. In addition, employees will be able to utilize payroll deduction for any supplemental insurance that they choose to enroll in through SEBB (e.g., increased Life, AD&D, Long-term disability, etc.).

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9.3.1.5 Eligibility:

9.3.1.5.1 All employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in an eligibility year, so long as they maintain an employee/employer relationship. Once eligibility is established, it shall be maintained for the remainder of the eligibility year.

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9.3.1.5.2 Should an employee who previously was not expected to be eligible for benefits under SEBB works 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours.

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9.3.1.5.3 When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year, and there are not enough days remaining in the year to achieve 630 hours, that employee will be provided with benefits coverage.

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9.3.1.5.4 Any employee who has worked 630 hours in the previous two years and is returning to a similar position(s) at the same or greater FTE will be deemed eligible for benefits.

9.3.1.5.5 All compensated hours in any position within the district shall count for purposes of establishing eligibility. Part-time employees may document all hours worked for the district, including overtime hours, in order to meet benefit eligibility requirements.

9.3.1.6 Benefit Enrollment and Continuity of Coverage:

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9.3.1.6.1 In the month of September, benefit coverage for eligible employees begins their first day of work, so long as the employee works on or before the first day of school. For all other eligible employees, benefit coverage will begin the first day of the month which follows the employee's first day of work.

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9.3.1.6.2 Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to their first day of

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work will have uninterrupted benefit coverage if they meet the eligibility requirements above.

9.3.1.7 Leaves:

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

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

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9.3.1.8 Benefit Termination:

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

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

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9.3.1.9 Substitutes:

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

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

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9.3.2 The District and the Association agree to continue participation in a medical reserve trust program on a year-to-year basis for employees separating from employment and eligible for sick leave cash-out. In addition, the District and the Association agree to participate in a medical reserve trust program on a year-to-year basis for employees who have accumulated 180 or more days of sick leave.

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1 9.3.3 The District Insurance Advisory Committee shall periodically evaluate  
2 supplemental insurance programs. The Association shall appoint one  
3 (1) representative to the Committee.  
4

5 **10.0 PAY DAY**

6  
7 10.1 All employees shall be paid on the last business day of the month.  
8 Pay will be based on annual assigned work calendars, hours per  
9 day, and pay per hour. Pay will be annualized over a 12-month  
10 period. Additional hours worked or approved unpaid leave will be  
11 reported monthly and will be paid or deducted accordingly.  
12

13 **11.0 WORK WEEK/WORK DAY**

14  
15 11.1 Employees interested in obtaining extra hours (non-overtime) may  
16 notify the program administrator in writing of his/her request.

17  
18 11.2 In the event additional hours become available, the following  
19 procedure will apply:

20  
21 a. Additional hours will be offered first to employees in the  
22 affected room or extended care site on the basis of  
23 availability, seniority, qualifications, performance evaluations  
24 and experience.

25  
26 b. If affected room or extended care site employees decline the  
27 additional hours, bargaining unit employees that have  
28 requested extra hours per Section 11.1 will be offered the  
29 additional hours based on availability, seniority,  
30 qualifications, performance evaluations and experience.  
31

32 11.3 Employees working four (4) continuous hours per day shall receive  
33 a fifteen (15) minute relief break scheduled as close to mid-way  
34 through the employee's shift as possible. All breaks shall be given  
35 in accordance with legal requirements.  
36

37 11.4 An employee working more than five (5) continuous hours per day  
38 shall be granted a thirty (30) minute unpaid duty-free lunch break,  
39 in addition to the paid break identified in Section 11.3.  
40

41 11.5 An employee whose assignment (as determined by the  
42 administrator) requires traveling between work sites of forty-five  
43 (45) minutes or less, shall receive pay for this time. Split  
44 assignments in excess of thirty (30) minutes or additional hours  
45 when requested by the employee (even if contiguous) are not  
46 covered by this provision.  
47

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Deleted: 9.3.1 - Each employee working on a regular  
schedule four (4) or more hours per day during the school  
year program is eligible to participate in the District's Basic  
Group Insurance Program. Employees beginning their  
employment with the summer program will not be eligible for  
benefits unless and until hired into a regular position for the  
school year program. Employees working only summer and/or  
break sessions will not be eligible for benefits. ¶

¶  
→ 9.3.2 - The District shall contribute the state apportioned  
amount for medical benefits toward the monthly premium cost  
of mutually-agreed employee insurance plans. The cost of  
mandatory group dental insurance, long term disability (LTD),  
vision and term life insurance (which pays the annual salary of  
the employee) will be subtracted from the state apportioned  
amount, and the remainder may be applied toward any District  
approved medical insurance coverage. Any remaining portion  
of the medical insurance premium shall be deducted from the  
employee's salary warrant. The District will continue to pay the  
monthly retiree carve-out costs as determined by the State of  
Washington. No portion of the retiree carve-out payments will  
be deducted from the insurance pooling of Children's Center  
employees. ¶

¶  
→ Full-time employees shall be any employees working  
1,440 or more regular scheduled hours during the school year.  
Employees working less than 1,440 hours shall receive a  
prorated share of the state apportioned amount per month for  
twelve (12) months. ¶

¶  
→ Potential Adjustment - No later than October 31, of each  
year, and quarterly thereafter, the District and the Union will  
examine the cost to the District of insurance benefits as  
reported through the S-275 process. If the costs to the District  
per full-time equivalent are less than the state apportioned  
amount for the contract year the maximum District contribution  
for each eligible employee will be increased each month so  
that the District payment will be within one-tenth of one  
percent of the state apportioned amount per month per full-  
time equivalent reported through the S-275 process. ¶

→ ¶  
9.3.3 - Full-time employees shall be any employee working  
1,440 or more regular schedule hours during the school year.  
Employees working less than 1,440 hours shall receive a  
prorated share of the state apportioned amount. ¶

¶  
→ 9.3.4 - Optional Supplemental Insurance. ¶  
→ An employee may elect to have optional group insurance  
programs approved by the District (e.g. Supplemental Life,  
two times annual salary; American Fidelity Short Term  
Disability Insurance; and INA - High Limit Accident) deducted  
from their salary warrant. The entire premium for any of these  
optional supplemental insurances will be a full salary  
deduction. None of the unused contribution from the Basic  
Group Insurance as described above can be applied to the  
optional supplemental insurance premiums. ¶

¶  
9.3.5 - The District Advisory Insurance Committee shall assist  
in determining the types of insurance to be provided to  
employees subject to approval by the Board. ¶

¶  
→ 9.3.6 - The District will continue to offer a Section 125 plan  
for health care and/or dependent care expenses. ¶

¶  
→ 9.3.7 - The above group insurance provisions shall be re-  
bargained annually in accordance with state law. ¶

[1]

1 **12.0 OVERTIME/COMPENSATORY TIME**

- 2
- 3 12.1 All salaries and other provisions shall be in compliance with state  
4 and federal laws and the Fair Labor Standards Act for all  
5 employees.
- 6
- 7 12.2 Except for an unforeseen circumstance, employees must obtain  
8 prior approval to work beyond their assigned hours.
- 9
- 10 12.3 Subject to mutual agreement between the employee and the  
11 immediate supervisor, compensatory time worked beyond the  
12 employee's regular scheduled hours may be provided in lieu of  
13 salary on an hour for hour basis.
- 14
- 15 12.4 Employees working forty (40) or more hours within any work week  
16 shall receive time and one-half (1-1/2) for all such time worked.  
17 Compensatory time, upon mutual agreement, may be provided at  
18 time and one-half (1-1/2) for hours worked beyond forty (40) per  
19 week.
- 20
- 21 12.5 Compensatory time unused within the pay period earned shall be  
22 paid to the employee during the following pay period.

23

24 **13.0 WORK YEAR**

- 25
- 26 13.1 The employee work year shall coincide with the Shoreline School  
27 District calendar. Prior to setting the school year calendar, SCCA  
28 will be included as a respondent in any survey conducted by the  
29 District. Additional days may be offered to employees based on  
30 enrollment and program needs beyond the normal school calendar  
31 including vacation periods.
- 32
- 33 13.2 Transition between Major Sessions. Prior to the start of the  
34 Children's Center summer school session, employees working  
35 during the summer school session will be entitled to work up to  
36 eight (8) hours for the setup of classrooms for the upcoming  
37 summer session. Employees who are changing classroom or age  
38 level for the summer school session are entitled to work up to an  
39 additional four (4) hours.
- 40
- 41 Prior to the start of the regular school year session, employees are  
42 entitled to work up to eight (8) hours to set up classrooms for the  
43 upcoming session. Employees who are changing classroom or age  
44 level for the regular school year session are entitled to work up to  
45 an additional four (4) hours.
- 46

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13.3 Release time for Head Start grant responsibilities. Each Head Start Lead Teacher shall be eligible for no more than 4 release days, approved in advance by the Administrator, to complete specific responsibilities of the Head Start grant that cannot be completed within the employee's regular work schedule.

13.4 The District shall supply and equip the Center facility used for summer school at such a level that movement of equipment and supplies from the satellite centers to the summer facility prior to and following the end of the summer session will not be necessary.

13.4 5 The District shall schedule a pre-session in-service work day of eight (8) hours in length for all employees working the school year for coordination purposes.

13.5 6 Holidays: Employees hired for the school year program shall receive pay for nine (9) holidays:

- Labor Day
- Veterans Day
- Thanksgiving Day
- December 25<sup>th</sup>
- ~~New Years Eve~~
- New Year's Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Juneteenth

The Friday after Thanksgiving, December 24<sup>th</sup>, and New Year's Eve will not be workdays on the annualized calendar. The compensation for these days will be moved into the employee hourly rate.

13.6 7 Juneteenth Holiday: Employees assigned to work the business day immediately before and the business day immediately following the Juneteenth Holiday shall be paid for the Juneteenth Holiday. This provision does not apply to substitutes.

Independence Day (4<sup>th</sup> of July) Holiday: Employees assigned to the Summer Program who work the business day immediately before and the business day immediately following the Independence Day Holiday shall be paid for the Independence Day Holiday. This provision does not apply to substitutes.

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Deleted: Friday after Thanksgiving Day  
December 24<sup>th</sup>

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13.7 **8** Assignment of work on District non-student days, early release days (other than weekly early release days) and school breaks shall be first on a voluntary basis. If not enough employees volunteer to meet the student need, assignment shall be on an annual rotation basis based on reverse seniority. No more than forty-one hours will be assigned to any employee under this provision in any given year, and any hours volunteered by the employee will count toward his or her total assigned hours, according to the following:

1 to 5 years	41 hours
6 to 10 years	35 hours
11 to 15 years	29 hours
16 to 20 years	23 hours
21 to 25 years	18 hours
Plus 25 years	12 hours

Site employees who work three (3) or four (4) consecutive half days, in accordance with the Shoreline School District Calendar and in addition to working their regularly assigned two (2) shifts per day, will have five (5) hours per day deducted from their total number of hours.

The above language is not intended to limit the number of hours an employee may volunteer. All employees who volunteer to work during non-student days and non-summer breaks shall be paid an additional \$1.50 per hour. To be eligible for this incentive, employees must volunteer by the deadline established in Article 19.8.b.

13.8 **9** Lead Teachers will be allocated \$150.00 at the beginning of the school year and \$20.00 per month per class and/or site session in order to purchase supplies for their classrooms and students. Lead teachers at sites with at least 75 students enrolled will receive a total of \$40 per month. For the purpose of ensuring an inclusive and culturally-responsive learning environment, supervisors will review and approve supplies to be purchased with this allocation, which approval shall not be unreasonably withheld and shall be given or denied within three (3) business days of receipt of the request from the teacher.

**14.0 LEAVES**

14.1 Sick Leave. An employee shall be granted ten (10) days annually for sick leave. These days will be frontloaded. Any unused sick leave shall be accumulated up to 180 days (as measured on September 1 each year). Employees shall be compensated



1 annually and/or upon retirement or death for unused sick leave in a  
2 timely manner and in accordance with District policies and the laws  
3 of the State of Washington.  
4

5 14.2 Accumulated days of sick leave may be used for illness or  
6 disability, including medical or dental appointments which cannot  
7 be scheduled outside the regular workday, maternity leave, and to  
8 care for a child of the employee under the age of eighteen with a  
9 health condition that requires treatment or supervision up to the  
10 limit of accumulated days. Supporting statements from the  
11 attending physician or licensed practitioner may be required for  
12 each personal illness or disability absence of five (5) or more  
13 consecutive workdays or for each absence for five (5) or more  
14 consecutive workdays to care for a child under the circumstances  
15 described above. Sick leave may also be used for serious  
16 immediate family or household member illness other than to care  
17 for a child of the employee under the age of eighteen with a health  
18 condition that requires treatment or supervision. Following  
19 childbirth or adoption, sick leave may also be used for care of a  
20 newborn (or adoptee) or spouse who gave birth, provided the need  
21 for the employee's care is verified by the treating physician.  
22

23 14.2.1 The immediate family shall consist of spouse, domestic  
24 partner, other children, parents, grandparents, and siblings  
25 of the employee or spouse.  
26

### 27 14.3 Vacation Leave

28  
29 14.3.1 Effective September 1, 2022, vacation leave will be moved  
30 into the salary schedule as compensation. Employees who  
31 have accrued carryover vacation can utilize it per the  
32 procedures in 14.3.2 until it is exhausted or can choose to  
33 cash out their existing vacation balance if requested prior  
34 to October 15, 2022. The one-time cash out will be paid at  
35 150% value.  
36

### 37 14.3.2 Procedures

- 38 a. Except in the case of illness or unplanned personal  
39 emergencies, use of vacation leave must be approved  
40 by the Center administrator at least one week in  
41 advance and subject to the ability to cover the  
42 absence. No more than ~~two~~ 5% of the employees at  
43 the Children's Edwin Pratt Early Learning Center  
44 (including summer) and ~~two~~ 5% of the employees in  
45 the before and after school program may use vacation  
46 leave on the same day. (If 5% equates to fewer than

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two employees in either case, a minimum of two employees may be approved to use vacation leave on the same day.) Scheduling of the use of vacation leave will be done on a first come, first serve basis.

b. School year employees working during summer school may use accumulated vacation leave during such period.

e. ~~\_\_\_\_\_~~

d. c. All absences from work require adherence to the district reporting process.

e. d. Employees may cash out any unused current year's vacation allocation or may carry over a maximum of thirty (30) days of unused vacation annually. A maximum of thirty (30) days of unused vacation may be cashed out upon termination or retirement at the individual's per diem rate of pay.

**Deleted:** An employee shall have the right to take a salary deduction for absence instead of use of accumulated and unused vacation leave provided such time does not exceed three (3) days during any given work year.¶

**Deleted:** submission of a - district-

**Deleted:** approved form.¶

14.4 Personal Leave

Three (3) days personal leave shall be allocated each employee each year. Employees may carryover a maximum of one year's unused allocation. These days will be frontloaded. Employees are encouraged to provide advance notice of use of personal leave. Absences for personal leave shall be reported on the district-approved form.

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14.5 Leave of Absence

14.5.1 Upon written request by an employee, the Director of Human Resources or designee may grant leave of absence without pay for such things as: a) illness, b) family emergency, c) maternity, upon the exhaustion of all compensated leave. This leave of absence will terminate at the end of the calendar year (August 31) in which such leave was granted. Additional leave time may be granted, upon written request, for up to an additional three (3) month period.

14.5.2 Jury Duty Leave

a. An employee who is absent because of jury duty shall be paid his/her regular rate of pay.

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b. The employee will report to work when released from any jury duty during any scheduled work day.

14.5.3 Bereavement Leave (non-accumulative)

a. A maximum of five (5) days bereavement leave shall be allowed for each death in the employee's family or household and up to two (2) days each for funerals of other relatives and/or close friends. Such absence shall be reported on Form PS 102. An additional five (5) days bereavement leave for death in the employee's family or household may be granted upon written request to the Director of Human Resources. These additional days shall be deducted from sick leave under Article 14, Section 1.

b. Such absence shall be reported on the district-approved form.

14.5.4 Sick Leave Coordination - Industrial Insurance

a. Employees suffering illness or injury compensable under state industrial insurance shall be allowed, upon written request, to use sick leave to the amount accumulated less any industrial insurance payments received. Sick leave charged to the employee shall be proportionate to that portion of the employee's salary paid by sick leave. The combined insurance and sick leave payments cannot total more than the employee's normal base pay.

14.5.5 Association Leave

a. The Association may be allowed up to one hundred twenty (120) hours of leave for Association business. The Association shall pay the cost of the substitute. The Association shall make request to the District at least seven (7) days in advance of such absence on the district-approved form to the Human Resources Office.

b. When a member of the Association is elected or appointed to a council, state or national association office, up to an additional twenty (20) days of leave may be provided, with all substitute costs borne by the Association.

14.5.6 Family and Medical Leave

**Deleted:** A maximum of three (3) days of non-cumulative bereavement leave with pay shall be allowed for each death in the employee's immediate family and up to one (1) day for funerals of other relatives and/or friends. ...

1 The parties agree that District Policy and Procedure  
2 5321 governing family and medical leave shall apply.  
3 Policies and procedures are available on the District's  
4 website.

5  
6 **15.0 PERSONNEL FILE**

7  
8 15.1 Upon request to the Human Resources Office, an employee shall  
9 have the right to inspect and review his or her personnel file(s) kept  
10 by the District and its administrators and may be provided a copy of  
11 evaluation/performance reports and other personnel materials  
12 contained within the file(s). The employee shall be notified of those  
13 communications that are related to job performance and included in  
14 the personnel file.

15  
16 a. The employee shall have the right to add relevant  
17 information into the personnel file.

18  
19 15.2 An employee shall be allowed to authorize inspection of his/her  
20 personnel file to a representative of the Association by submitting a  
21 written request to the Human Resources Office.

22  
23 15.3 Letters of reprimand shall be removed from the personnel file upon  
24 request provided that twenty-four (24) months have elapsed and no  
25 further disciplinary action has occurred during that period of  
26 employment, except for information about verbal or physical abuse  
27 or sexual misconduct that must be retained pursuant to Chapter 29,  
28 2004 Laws of Washington, and any implementing regulations  
29 thereunder, when the district has made a determination that there is  
30 sufficient information to conclude that the abuse or misconduct has  
31 occurred.

32  
33 **16.0 RESIGNATION**

34  
35 16.1 Employees shall give fifteen (15) calendar days notice when the  
36 employee plans to resign or retire. If there are circumstances that  
37 require resignation with less than fifteen (15) calendar days' notice,  
38 approval must be obtained from the school district.

39  
40 **17.0 DISCIPLINE AND DISCHARGE**

41  
42 17.1 The District and the Association agree to support a practice of  
43 administrative discipline when such action is required to maintain  
44 professional standards as established by this Agreement and  
45 District policy. When administrative discipline is required,  
46 confidentiality, fairness and respect for the individual receiving the  
47 discipline shall be the standard application.

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- 17.2 Employees shall have the right to full due process regarding any formal disciplinary action taken by the District. Due process shall include notice of the proposed disciplinary action and the right of the employee to respond prior to any formal action being taken.
- 17.3 The District supports the concept of progressive discipline including non-formal oral warnings, formal written reprimands and/or suspension and termination. The degree of progressive discipline may vary depending upon the seriousness of the employee's conduct. No employee shall be disciplined without just cause.
- 17.4 Employees shall have the right to have a union representative of his/her choice present at an investigatory interview pertaining to the potential discipline, discharge, or suspension of that employee or when being formally disciplined by any member of the administration; such request shall not unreasonably delay the meeting. The Association shall provide a list of union representatives for this purpose.

**18.0 NEW EMPLOYEE PROBATION**

- 18.1 A probationary period for all new employees of ninety (90) calendar days will be required, exclusive of summer school.
- 18.2 Termination procedures and grievances regarding termination are not applicable to new employees during their probationary period.
- 18.3 New employees shall be entitled to all other provisions of this Agreement.
- 18.4 New employees will be required to undergo a background and criminal records check, including a fingerprint check, by both the State Patrol and the FBI in accordance with the applicable provisions of RCW 28A.400 and RCW 43.43.

**19.0 VACANCIES AND PROMOTIONS**

- 19.1 A vacancy is a newly created position or a position currently not staffed and the District has determined that the position shall be staffed. All vacancies will be visibly posted during the school year. Summer vacancies will be posted and updated regularly on the District's website.
- 19.2 Positions outside the bargaining unit which allow for promotion will be posted in work locations during the school year. Summer vacancies will be posted in the Human Resources Office and updated regularly on the District's website.

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19.3 ~~Shoreline Children's Center~~ Employees covered by this agreement are encouraged to apply for any position available. An employee is encouraged to seek a career conference when the individual is interested in a transfer or reassignment or promotion from their current position.

19.4 The criteria for filling vacancies ~~at the Children's Center~~ covered by this agreement shall be program need.

19.5 Employees may apply for positions during the summer session and break sessions. Summer school child care is optional for the employee, but position availability is based upon student enrollment and attendance, and is not necessarily guaranteed. Employees working during the regular school session shall be given first consideration in accepting employment for the summer school program before employment for the summer school program is offered to outside candidates.

A priority will be to create consistent staffing for all children attending summer and/or break sessions; to that end, a preference will be to assign staff to the same age level as their regular assignment and to select staff who are able to work the same assigned shift during the entire break period. First consideration will be given on the basis of seniority, qualifications, performance evaluations and experience.

19.6 During break sessions and summer sessions, class size and staffing levels will be consistent with class size and staffing levels during the regular school year program.

19.7 Employees assigned to a position at the beginning of a program (school year, summer) and additional non-student days will receive written notification of placement at least five (5) business days following the deadline established in 19.8.b below but no later than five (5) days prior to the beginning of the assignment. Administrators will identify the minimum number of classrooms that will be staffed by the deadline established in 19.8.b below, and reserve the right to add classrooms after that deadline based on enrollment.

Staff who are assigned to work breaks during the year will be invited to participate in a committee to identify themes for each break. The committee will complete its work prior to the last work day of September and the themes will be communicated in announcements pertaining to breaks.

1 Staff who have volunteered to work during a break but are not  
2 assigned will have an opportunity to unenroll their child(ren) from  
3 program participation during that break without penalty, provided  
4 their notification of withdrawal is received within five (5) days of  
5 notice they were not assigned.  
6

7 19.8 Administrators shall identify the following deadlines prior to the first  
8 day of the new school year:  
9

- 10 a. Dates for parents to register their child(ren) for each break in the  
11 school calendar;
- 12 b. Dates for staff to volunteer to work each break during the year;
- 13 and
- 14 c. The date for administrators to implement the process described  
15 in Article 13.8.  
16

17 19.9 Lead and Assistant Positions  
18

19 19.9.1 Vacant Lead positions will be posted and hired at the  
20 beginning of the school year as Regular positions.  
21 Employees will assume Regular employee status upon  
22 completion of the 90-day probationary period. Lead  
23 positions are considered Regular except for the following:  
24 Openers and Closers.  
25

26 19.9.2 Any Lead position that becomes vacant and is filled by  
27 January 31 will be hired as a Regular employee with a 90-  
28 day probationary period. The position will not have to be  
29 reposted at the end of the year.  
30

31 19.9.3 A Lead position that becomes vacant and is filled after  
32 January 31 will be filled on a temporary basis for the  
33 remainder of the school year. Lead positions which  
34 become vacant mid-year will be posted as Temporary.  
35 The position will then be re-posted at the end of the current  
36 school year as a Regular position to be filled for the  
37 upcoming school year.  
38

39 19.9.4 If an Assistant applies for and moves into a leave  
40 replacement or temporary Lead position, that Assistant  
41 may retain and return to the original Assistant hours at the  
42 end of the leave replacement assignment or end of the  
43 school year.  
44

45 **20.0 TRANSFERS**

46 **20.1 DEFINITIONS**  
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A transfer shall be defined as a change in assignment by an employee from one bargaining unit assignment to another.

A voluntary transfer shall be defined as an employee-initiated reassignment.

An involuntary transfer shall be defined as an Employer-initiated reassignment of an employee.

For the purpose of this section, a day shall be defined as a district business day.

For the purpose of this section, good standing shall be defined as: the employee's most recent evaluation has been satisfactory; they have not been disciplined within three years of the transfer opportunity; and they have participated in all mandatory training within the past year.

**20.2 VOLUNTARY TRANSFER PROCEDURE**

Employees shall have five (5) days after the posting date of a vacancy to file a voluntary transfer request with the Employer.

The most senior employee in good standing requesting the transfer, who meets the stated position certification, license, and/or entry level qualifications, shall be interviewed for the position. Every employee in good standing requesting a transfer to the same position in another location shall be interviewed for the position.

An employee making a request for a voluntary transfer to a vacancy, and whose request is denied, shall be given written reasons for the denial. A denial shall not be based on the District's desire to keep an employee in a position that may be perceived as harder to fill.

No external applicant shall be hired for a position until all internal transfer requests have been considered as described in the prior paragraph.

**20.3 INVOLUNTARY TRANSFER PROCEDURE**

An involuntary transfer may be initiated by the District to address staffing requirements at a location. In rare instances the District may also initiate an involuntary transfer to improve the educational and/or work environment. Prior to providing notice to the employee of the District's intention to implement an involuntary transfer, the Human Resources Director and Association Representative(s) shall



1 meet and discuss the circumstances of, and necessity for, the  
2 proposed involuntary transfer.

3  
4 In the event the District needs to address staffing requirements at a  
5 location, the District will first request volunteers for transfer. Should  
6 transfers be necessary beyond those accommodated by  
7 volunteers, the District may transfer the least senior employee who  
8 meets the stated qualifications for the position.

9  
10 Any employee involuntarily transferred shall be given written  
11 reason(s) for such transfer.

12  
13 Members working at the ~~Shoreline Children's~~ Edwin Pratt Early  
14 Learning Center shall not be involuntarily transferred to extended  
15 care sites and vice versa, without mutual agreement of the  
16 Association and the District.

17  
18 **21.0 SENIORITY**

19  
20 21.1 Seniority for the purpose of this agreement shall mean bargaining  
21 unit seniority based on the employee's hire date into a Regular or  
22 Temporary position, unless otherwise noted.

23  
24 21.2 Substitute experience does not qualify an individual to accumulate  
25 seniority.

26  
27 21.3 If an employee takes a leave of absence, seniority is retained but  
28 does not accumulate during the leave period.

29  
30 21.4 If an employee resigns his/her position with the Children's Center  
31 seniority is not retained and is not accumulated.

32  
33 **22.0 LAYOFF AND RECALL**

34  
35 22.1 If at any time during the year the District determines that a  
36 reduction in force is necessary due to loss of enrollment and fiscal  
37 considerations the following procedures shall apply:

38  
39 Retention of staff shall be by seniority where ability and  
40 qualifications are substantially equal and the employee possesses  
41 the required job skills and qualifications stated in the official job  
42 descriptions.

43  
44 22.2 The District will meet with designated SCCA representatives to  
45 review the seniority list, the positions to be eliminated, the open  
46 positions, and the position to be offered to affected employees in  
47 seniority order.

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- 22.3 Except for an unforeseeable situation, a minimum of fifteen (15) days notice shall be provided to the employee who will be laid off.
- 22.4 In cases where more than one employee has the same anniversary date and accumulated seniority, lay-off will be determined by lottery.
- 22.5 Laid off employees will be placed in a recall pool. Employees in the recall pool shall be given priority for 12 months for available positions for which they are qualified.
- 22.6 Employees in the recall pool shall be notified of new job openings. Employees will inform the Human Resources Office of a current address, email address and/or phone number for this purpose. The employee must respond within five (5) calendar days. Refusal of an offer of employment shall remove the employee from the recall pool. Employees may remain in the recall pool for a total of twelve (12) months.
- 22.7 All employees reinstated shall assume their previously accumulated seniority and longevity.

**23.0 PROVISION FOR SUBSTITUTES**

- 23.1 A substitute will be provided for an absent employee when needed as determined by the program administrator based on program enrollment/attendance. Toward this end, the Center will advertise and post positions for substitutes on a regular basis for the Children’s Center. Substitutes may be accessed through the Children’s Center office.
- 23.2 The District shall provide twenty-four hour communication equipment available to employees which may be used by employees to report absence to the Center.

**24.0 WORKING OUT OF CLASSIFICATION**

- 24.1 When an assistant is temporarily assigned to fill a lead position, the employee shall receive the higher rate of pay.

**25.0 STAFF MEETINGS**

- 25.1 Six (6) staff meetings of a minimum of one (1) hour in length shall be held per year. Attendance at such meetings is mandatory and will be paid at the employee's regular hourly rate.

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25.2 One (1) staff meeting of one (1) hour in length will be mandatory for summer program staff.

**26.0 STAFF DEVELOPMENT**

26.1 The staff development program, designed for the professional development of employees, is a cooperatively planned program sponsored by the District. This program is designed to assist employees in their professional education to increase skills, performance and other related areas consistent with job requirements.

26.2 Employees are encouraged to continually enhance their knowledge and skills through continuing education and through District-sponsored staff development activities.

26.2.1 All employees shall be granted eight (8) hours of professional development. Such hours must be used in the year they are granted.

26.2.2 Employees will be paid up to eight (8) hours at their regular rate for attendance at pre-approved professional development classes, workshops or other experiences. Said professional development must be educational in content and relevant to improving the staff member's ability to perform his/her job duties and responsibilities.

26.2.3 Application for pre-approval must be made to the ~~Children's Center~~ Administrator prior to attendance at the desired training.

26.2.4 Professional development hours may be used for the following committee work: Summer/Break Planning, Emergency, Scheduling, Curriculum, and Race and Equity.

26.2.5 Beginning February 1 of the current school year, any unused or undesignated professional development hours will be put into a Professional Development (PD) pool. At that time, all employees assigned to the same program (Shoreline Children's Center, Head Start) will have access through the application process to pool hours through the application process. To the best of the administrator's ability, the parties agree that pooled hours will be shared equitably between employees assigned to the same program requesting additional hours. to the best of the administrator's ability.

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- a. On February 1 and continuing through August 31 of the current school year, any employee may request usage of pooled hours, per the above parameters.
- b. Application for pooled hours must include the name and subject matter of the course, the hours needed from the pool, and the date said hours will be used. A form will be available for this purpose. An application must be submitted to the ~~Children's Center~~ Administrator prior to attendance at the training/experience.
- c. Employees who wish to reserve their pool hours for use after January 31 can do so by emailing a reservation request to the ~~Children's Center~~ Administrator stating the employee's intent to use the hours. The reservation must include the name and subject matter of the course, the hours need to participate, and the date(s) of intended use.

26.2.6 The District shall track employee usage of Professional Development funds and provide updates to the Labor Management Committee upon request.

26.2.7 Employees are encouraged to bring any questions to the Labor Management Committee through their SCCA building representative or Children's Center Administrator.

26.3 CPR and First Aid Training

26.3.1 The District shall provide CPR, Food Handler, and First Aid Training if it is required.

26.4 District Required Safeschools Training

26.4.1 Annual Safeschools training will be provided by the SCC Director or designee. Training that is not provided and completed during the employee workday prior to October 15 of each year can be completed by employees outside of their working hours and submitted on a timesheet between October 16 and November 30.

**27.0 RIGHTS**

27.1 District Rights

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In order to operate its program, the District retains and shall have the following rights: to determine the number, location and type of facilities; to determine the type and/or quality of services rendered; to determine the methods, techniques and equipment utilized; to hire, supervise, evaluate; to assign work; to establish and make known reasonable administrative procedures and safety rules for all employees; and to determine the number of employees assigned to any particular operation or shift. All other traditional rights of management are also expressly reserved to the District and the express provisions of this Agreement constitute the only limitations upon the District's right to manage its program.

27.2 Rights to Subcontract: The District retains the right to subcontract or otherwise change the operation of the program covered by this Agreement such that it is operated by any other party subject to the following procedures:

27.2.1 The District shall notify the Association of such proposal at least ninety (90) calendar days prior to such subcontract or change.

27.2.2 The District shall also notify prospective subcontractors that preference in employment of employees covered by this Agreement shall be given to such employees on the basis of seniority.

27.2.3 The District shall make every effort to assure that any subcontracting or other change shall not result in the lowering of working conditions or benefits of current employees.

27.2.4 Employees impacted by such subcontract, at their request and in seniority order, shall have priority for employment as substitute instructional assistants within the school district.

27.2.5 For one (1) year following the beginning of the subcontract or change in the operation of the program, employees impacted shall be interviewed for all advertised positions within the district providing such employees submit an application for the advertised vacancy and meet minimal qualifications.

27.3 Association Rights

27.3.1 Dues and Association Fees

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- a. The District agrees to deduct from the paycheck of each employee who has authorized it, the regular monthly dues uniformly required of members of the Association and any additional amount the employee voluntarily authorizes for deduction for political purposes. The amounts deducted shall be transmitted monthly to the Association on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon written request.
  - b. The District agrees to provide written notification monthly as applicable to the Association of all newly hired bargaining unit members and indicate the hourly rate, number of hours, and days to be worked so that the Association can notify the District of the amount of monthly Association dues deduction.
  - c. The Association agrees to indemnify and save harmless the employer from any and all liability resulting from the dues check off system.
- 27.3.2 The District agrees that a designated representative of the Association and the Association president or designee shall have access to District facility premises during regular school hours to conduct Association business so long as such business does not disrupt program activities, as determined by the ~~Children's Center~~ Director or building principals.
- 27.3.3 The Association shall have the right to post notice of activities and matters of Association concern on a bulletin board identified solely for the use of the Association, located at the Edwin Pratt Early Learning Center.
- 27.3.4 The District shall provide a copy of the final Shoreline School District budget to the Association president in advance of the public hearing. The Board meeting visitor's agenda may be accessed on the District website twenty-four (24) hours prior to a scheduled board meeting.
- 27.3.5 The Association shall have access to staff mail boxes and District email for communication purposes.
- 27.3.6 No rival organization shall enjoy any of the rights contained herein except as provided by law.

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27.3.7 The District agrees to post the collective bargaining agreement on the District's website.

27.4 Employee Rights

27.4.1 In accordance with Board Policy No. 8310, the Board shall hold employees harmless and defend them from any financial loss, including reasonable attorney's fees, arising out of any act or failure to act, provided that at the time of the act or omission complained of the employee so indemnified was in compliance with policies and procedures of the District.

27.4.2 District insurance will be provided for employees' personal property that is damaged, stolen or destroyed which is being utilized within the classrooms for program purposes.

27.4.2.1 In order to be considered for coverage under the District insurance program, the item must have been approved in writing by the administrator and listed on a property inventory form maintained by the District.

27.4.3 It is agreed that employees' personal property, such as clothing, eyeglasses or other personal effects, which is accidentally damaged in the performance of their duties will be covered under the District's insurance program.

27.4.4 Employees who administer or dispense medication shall be informed of and expected to follow District policies and procedures.

27.4.5 Employees shall have the right to representation in matters relating to disciplinary action.

27.4.6 The District agrees to inform all new bargaining unit employees of the Association's exclusive recognition and shall provide present and future employees with a copy of the Agreement.

27.4.7 Student behavioral concerns which require an office referral by the employee should be documented on a Student Conduct Form. A copy of the completed form will be returned to the employee following conclusion of the referral process.

1 27.4.7.1 It is understood that students suspended or  
2 expelled from other Shoreline Schools will be  
3 excluded from the Children's Center until  
4 completion of the suspension period or re-  
5 admission if expelled.

6  
7 27.4.7.2 Employees at the work site shall be notified as  
8 soon as reasonably possible of the student's  
9 suspension or expulsion.

10  
11 27.4.8 Tuition Discount ~~for Children's Center Staff~~. Staff covered  
12 by this Agreement will receive a twenty (20) percent  
13 discount on tuition charges when enrolling their child(ren)  
14 at the Shoreline Children's Center and/or Extended Care  
15 sites.

16  
17 **28.0 PERFORMANCE EVALUATION**

18 28.1 A performance evaluation of each employee shall be completed  
19 annually no later than June 7 using the form provided as  
20 Attachment C to this Agreement.

21  
22 28.2 The District administrator will discuss any performance difficulties  
23 with an employee, as soon as the concerns become known to the  
24 administrator and will work with the employee to improve his or her  
25 job performance.

26  
27 28.3 Performance evaluations must be signed by the employee to  
28 acknowledge receipt and a space shall be provided for employee  
29 comment. The employee's signature acknowledges receipt of the  
30 evaluation but does not necessarily represent agreement with the  
31 evaluation. Any employee may elect to submit a response to the  
32 performance evaluation within a period of thirty (30) calendar days  
33 for inclusion with the performance evaluation in the personnel file.  
34 (See Attachment C - Evaluation Form.)

35  
36 28.4 A probationary employee will receive an initial performance review  
37 in writing by the designated District administrator during the first  
38 sixty (60) working days (exclusive of summer school) of  
39 employment.

40  
41 **29.0 GRIEVANCE PROCEDURE**

42 29.1 In the event that any difference arises between Shoreline School  
43 District and the Association, or any employee, concerning the  
44 interpretation, application or compliance with the provisions of this  
45 Agreement, such difference shall be deemed to be a grievance and  
46 shall be settled only in accordance with the grievance procedure  
47 set forth herein. Employees who participate as parties in a



1 grievance, whether as grievant(s), witness, representatives, or  
2 designees for the Association, shall be guaranteed fair treatment  
3 and freedom from any adverse action by the District or its  
4 Administrators for their participation in the grievance process.

5  
6 For the purposes of Section 28, "day" is defined as District business  
7 days.

8  
9 Grievance Steps:

10 29.1.1 Informal Resolution

11 The employee or Association shall first discuss the  
12 grievance with the administrator assigned to the program.  
13 At the employee's request, a designated representative of  
14 the Association may be present. Every effort should be  
15 made at this level to resolve the grievance. This provision  
16 may be waived by mutual consent of the parties. All  
17 grievances shall be brought to the attention of the  
18 administrator assigned to the program within thirty (30)  
19 days of the date of the violation or the date when the  
20 employee knew or should have known of the violation.

21  
22 29.1.2 Step One

23 If no settlement is reached at the informal resolution step,  
24 the grievant or the Association may reduce the grievance  
25 to writing within ten (10) days of the informal resolution  
26 meeting and submit to the program administrator. The  
27 grievance shall be submitted in writing using the Form  
28 attached as Attachment B. The program administrator  
29 shall respond to the grievance within ten (10) days.

30  
31 29.1.3 Step Two

32 If no settlement is reached at Step 1, the grievant or the  
33 Association representative shall submit the grievance to  
34 the Director of Human Resources within ten (10) days of  
35 receipt of the Step One response. The District will respond  
36 in writing to the grievance within ten (10) days.

37  
38  
39 29.1.4 Step Three

40 If no settlement has been reached in Step 2 within the  
41 specified time limits, the grievant or the Association  
42 representative may, within ten (10) days of the receipt of  
43 the Step Two response, submit the written grievance to the  
44 Superintendent or designee of the Shoreline School  
45

1 District. The Superintendent or his/her designee shall  
2 provide a written response to the grievant and the  
3 Association within ten (10) days.  
4

5 29.2 Arbitration  
6

7 If the grievance is not resolved at Step 3, the Association, at its sole  
8 discretion, may advance any grievance to final and binding  
9 arbitration within fifteen (15) days of receipt of the Step 3 response.  
10 The arbitrator shall be selected from a list provided by the Federal  
11 Mediation and Conciliation Service (FMCS) or the American  
12 Arbitration Association (AAA). The parties shall separately rank and  
13 strike the names of the arbitrators on the list and return their list to  
14 the appropriate agency for final arbitration selection. Hearings shall  
15 be conducted in accordance with the rules of the agency that was  
16 selected.  
17

18 29.2.1 The Arbitrator shall limit her/his decision strictly to disputes  
19 involving the application, interpretation or alleged violation  
20 of specific articles and/or sections of this Agreement.  
21

22 29.2.2 There shall be no appeal from the Arbitrator's decision if  
23 within the scope of her/his authority. It shall be final and  
24 binding on the Association, the employee(s) involved, the  
25 Administration and the Board.  
26

27 29.2.3 The fees and expenses of the Arbitrator shall be shared  
28 equally by the District and Association. All other expenses  
29 shall be borne by the party incurring them, and neither  
30 party shall be responsible for the expenses of witnesses  
31 called by the other.  
32

33 29.3 Evaluation grievances may only be processed for alleged violations  
34 of the evaluation procedure.  
35

36 29.4 The grievance procedure outlined in this Agreement shall not  
37 preclude the employee and/or the Association from taking legal  
38 steps available to them through the courts of competent jurisdiction.  
39

40 29.5 The Association shall have an opportunity to be present at all  
41 grievance meetings and present the Association's interpretation of  
42 the clause(s) of Agreement in dispute.  
43

44 29.6 If the employee and/or Association fail to submit written grievances  
45 to the next grievance step within the time limit specified, it will be  
46 assumed that the grievant has dropped the grievance or accepted  
47 the resolution of the grievance at that level. If the District at any

step fails to respond within the required time limits, the grievance shall automatically move to the next step; however, the District and the Association may mutually agree to extend the time limits at any one of the steps.

### 30.0 CLASSROOM PREPARATION TIME

30.1 ~~Head Start Leads shall be provided with 120 minutes of classroom preparation time per day, which may include one staff meeting per week that is no more than 60 minutes.~~

30.2 ~~Head Start~~ Assistants shall be provided with a total of thirty (30) minutes of classroom preparation time per day.

30.3 ~~Extended Care Leads shall be provided with thirty (30) minutes of classroom preparation time for the morning shift on M/T/Th/F and 30 minutes of preparation time for the afternoon shift on M/T/Th/F. On Wednesdays, Extended Care leads shall be provided with forty-five (45) minutes of classroom preparation time for the morning shift and fifteen (15) minutes of classroom preparation time for the afternoon shift. Preparation time shall be scheduled by the administrator.~~

30.4 Extended Care Assistants shall be provided with fifteen (15) minutes of classroom preparation time for the morning shift and ~~fifteen (15) minutes of classroom preparation time for the afternoon shift. or vice versa, not to exceed thirty (30) minutes per day. Extended Care Assistants maintaining employment in this role from the 2021-22 school year to the 2022-23 school year will be held harmless; their hours will be maintained in the 2022-23 school year from the 2021-22 school year.~~

30.5 Instructional Aides shall be provided with a fifteen (15) minute preparation time per day.

30.6 To provide for coordination of classroom coverage, scheduling of such classroom preparation time shall be approved by the Administrator.

30.7 Activities appropriate during preparation time are limited to the following:

- a. Planning, setting up and tearing down daily activities
- b. Analysis of assessment data
- c. Communication, including checking and sending emails
  - d. Collaborating with partner leads, if preparation time is concurrent and all parties agree.
  - e. Conferring with assistants

**Deleted:** Preschool Lead Teachers shall be provided with sixty (60) minutes of classroom preparation time per day. Lead teachers responsible for more than two programs per day will receive fifteen(15) minutes of additional classroom preparation time per day, not to exceed a total of seventy-five(75) minutes per day....

**Deleted:** Preschool

**Deleted:** Extended Care Leads shall be provided with a fifteen (15) minute classroom preparation time per session per day, plus an additional fifteen (15) minutes per session if there are 75 or more students enrolled in that session. Preparation time shall be scheduled in 30-minute blocks to the extent possible.

**Deleted:** 30

**Deleted:** forty-five (45)

1 f. Administrator Required Meetings. Employees who are  
2 required to attend meetings during their preparation time  
3 may at their discretion work beyond their regular hours  
4 during the following two work days up to 30 minutes to  
5 complete preparation work. Time for this purpose  
6 beyond 30 minutes must be approved by a supervisor  
7 prior to working. Employees will submit a timesheet for  
8 compensation.  
9

10 **31.0 SAFETY**

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12  
13 31.1 Every employee is responsible for safety. To achieve the goal of  
14 providing a completely safe work place, every employee must be  
15 safety conscious. Employees are to immediately report any unsafe  
16 or hazardous condition directly to their administrator. ~~of the~~  
17 ~~Children's Center.~~ Every effort will be made to remedy problems as  
18 quickly as possible.  
19

20 31.2 In case of an accident involving a personal injury to any person  
21 including employees, students, or visitors, regardless of how  
22 serious, employees are to immediately report such incidents to their  
23 administrator. ~~of the Children's Center.~~ Failure to report accidents  
24 can result in a violation of legal requirements and can lead to  
25 difficulties in processing insurance and benefit claims.  
26

27 31.3 Each Extended Care work site shall be equipped with a walkie  
28 talkie per staff person assigned and a telephone for use by  
29 employees in case of emergency.  
30

31 31.4 The District shall post emergency procedures at each work site for  
32 employees to follow when immediate outside assistance is needed.  
33

34 31.5 In the event of inclement weather or other emergency conditions,  
35 the following applies to the Children's Center and extended care  
36 program at elementary buildings:  
37

38 If Shoreline Schools are operating 2 hours late, the Children's  
39 Center, including preschool and extended care programs, will  
40 operate 2 hours late as well.  
41

42 If Shoreline Schools are closed, the Children's Center, including  
43 preschool and extended care programs, will also be closed.  
44

45 If Shoreline Schools close prior to the end of the normal school day  
46 due to any emergency conditions, extended care programs will not

**Deleted: 30.8** → Early Childhood Developmental Assessments  
↑  
→ 30.8.1 → The District will continue to provide substitutes for primary Lead Teachers when required to perform early childhood developmental assessments (social/emotional and/or academic assessments) two times per year (currently in January and late spring). Substitute coverage is allocated to eligible leads as follows: ↑  
↑  
1 to 30 students = 6 hours of substitute coverage ↑  
31 to 60 students = 9 hours of substitute coverage ↑  
Over 60 students = 12 hours of substitute coverage ↑  
↑  
→ 30.8.2 → Leads may, at their option, elect to conduct and complete assessments without utilizing substitute support. In these situations, the Lead will be paid in addition to their regular salary at the Substitute Lead rate of pay for the allotted hours of substitute coverage not used. ↑  
↑  
→ 30.8.3 → Shared Assessment Responsibilities - When a Lead shares assessment responsibilities with another staff person (Lead or qualified Assistant), the two individuals will share the substitute coverage allocation. Shared responsibility for conducting assessments must be coordinated in advance with the center administrator. ↑

1 open. There will be no after school care at the school building work  
2 sites.

3  
4 If Shoreline Schools close early due to emergency conditions, the  
5 Children's Center will also close. The Children's Center will  
6 operate on limited staffing until all students are picked up.

7  
8 31.6 In the event of inclement weather or other emergency conditions,  
9 the following applies to the Head Start program

10  
11 If Shoreline Schools are operating 2 hours late, the Head Start  
12 program will operate 2 hours late as well.

13  
14 If Shoreline Schools are closed, the Head Start program will also be  
15 closed.

16  
17 If Shoreline Schools close early due to emergency conditions, the  
18 Head Start program will also close. The Head Start program will  
19 operate on limited staffing until all students are picked up.

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22  
23 31.6 7 No fewer than two (2) teachers will be on site to open and close  
24 after-school or site programs, regardless of the number of students  
25 actually present, provided the enrollment justifies staffing at least  
26 two (2) positions.

27  
28 31.7 8 If the number of students enrolled in an Extended Care Program is  
29 at or above 75, an additional staff member will be assigned for the  
30 first two (2) hours of the afternoon program.

31  
32 31.8 9 With the consent of the parent/guardian, an employee assigned to  
33 work directly with a student with special needs shall be provided  
34 information from that student's IEP, behavioral plan, and/or 504  
35 plan as necessary to provide a safe environment. At the discretion  
36 of the Director, additional support may be provided to maintain the  
37 student's ability to participate safely in the Extended Care program.

38  
39 **32.0 LABOR MANAGEMENT COMMITTEE**

40  
41 32.1 SCCA (Shoreline Children's Center Association) and the Shoreline  
42 School District agree to convene a Labor Management Committee  
43 (LMC) at least once per month during the school year for the  
44 purpose of seeking resolution on issues of common concern. The  
45 committee will be comprised of the UniServ Representative and five  
46 four five (5) bargaining unit members (President and three four (4)  
47 representatives) plus management representatives (Children's

Center Director and any other management representatives deemed appropriate). In addition, a regular meeting between union leadership and the ~~Children's Center~~ administration shall occur to establish and foster open and regular communication regarding topics of mutual interest.

**33.0 DURATION**

33.1 This Agreement shall be in full force as of September 1, 2022, and shall remain in effect through August 31, 2026.

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Ratified ~~September 22, 2022~~ by the Shoreline Children's Center Association  
Approved ~~September 27, 2022~~ by the Shoreline Board of Directors

Signed this \_\_\_\_ day of \_\_\_\_\_, 20~~18~~ 22, by:

**For the Association**

**For the District**

\_\_\_\_\_  
Sandra Goveia  
SCCA UniServ Director

\_\_\_\_\_  
~~Susana Reyes~~, Superintendent  
Secretary – Board of Directors  
Shoreline School District

\_\_\_\_\_  
~~Layne Mohlman~~, President

\_\_\_\_\_  
Marla S. Miller  
Deputy Superintendent

\_\_\_\_\_  
J. Bailey Bertram, Director  
Human Resources, Classified

ATTACHMENT A  
Salary Schedule

COLLECTIVE BARGAINING AGREEMENT  
Between  
SHORELINE CHILDREN'S CENTER ASSOCIATION  
And  
SHORELINE PUBLIC SCHOOLS

SALARY SCHEDULE  
Effective September 1, 2022,

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	Hourly Rate Years 1 - 3	Hourly Rate Years 4 – 7	Hourly Rate Years 8 - 9	Hourly Rate Years 10+
<u>Preschool Lead Teacher</u>	\$29.29	\$31.29	\$33.29	\$35.29
<u>Extended Care Lead Teacher</u>	\$28.32	\$29.57	\$30.82	\$32.07
Childcare Assistant	\$21.80	\$22.75	\$23.70	\$24.65
Instructional Aide	\$19.05	\$19.85	\$20.65	\$21.45

Year 2 (2023-24) 1.5% increase per contract provisions herein  
Year 3 (2024-25) 2.0% increase per contract provisions herein.  
Year 4 (2024-25) 3.5% increase per contract provisions herein.

Shoreline School District #412

Shoreline Children's Center Association

\_\_\_\_\_  
For the District

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTACHMENT B  
Grievance Form

Shoreline Children's Center and Shoreline School District

**NOTICE OF GRIEVANCE**

Grievant: \_\_\_\_\_ Date of Formal Presentation: \_\_\_\_\_

Level filed: Step 1 \_\_\_ Step 2 \_\_\_ Step 3 \_\_\_

Immediate Supervisor: \_\_\_\_\_

Date alleged grievance occurred: \_\_\_\_\_

Grievance Violation: *(State the specified alleged violation of contract and section(s) of contract alleged to be violated.)*

Statement of dispute: *(Explain how the dispute is an alleged violation, misinterpretation, or misapplication of the contract.)*

ACTION REQUESTED:

\_\_\_\_\_  
Signature of Association Representative or Grievant Date



ATTACHMENT C  
Evaluation Form

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**1. Instructional Skill**

- Developing appropriate group and individual activities to meet instructional objectives;
- Preparing instructional activities designed to meet the variety of student needs and learning styles;
- Using strategies which involve students in higher levels of thinking;
- Providing opportunities for student to express themselves;
- Providing feedback as students progress toward goals;
- Giving directions in a clear, concise manner;
- Making full use of allocated instructional time;
- Lesson planning is completed consistently by leads with assistance by assistant staff in implementation;
- Keeping current with knowledge and trends in subject matter assignments;
- Relating subject matter to life experiences.

**2. Instructing Students**

- Expecting all students to succeed;
- Recognizing the unique characteristics of each student;
- Challenging students of different ability levels;
- Developing positive and appropriate rapport with students;
- Encouraging and recognizing diverse opinions;
- Using positive techniques to establish and maintain student motivation;
- Planning situations so that all students have the opportunity to earn praise for effort and accomplishments.

**3. Behavior Management Skills**

- Being attentive to conditions that affect the health and safety of students;
- Developing classroom procedures that clearly define expectations for student behavior;
- Clearly defining, communicating, and publishing to students and parents/guardians classroom behavior expectations that are consistent with school and district discipline policies;
- Showing awareness of what is occurring in the classroom and dealing with problems effectively;
- Monitoring behavior and providing clear, objective feedback to students;
- Dealing effectively with inappropriate behavior as non-disruptively as possible;
- Dealing with students fairly and consistently, focusing on student behavior rather than personality;
- Utilizing a variety of progressive interventions to encourage appropriate behavior;
- Consulting and cooperating with parents, support staff, and administrators to develop and implement remediation plans for behavior problems;
- Assisting students in developing habits of self-discipline;
- Supporting school and District discipline policies.

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**4. Work Ethic and Accountability**

- Participating in the group decision-making process;
- Adjusting to changing conditions and unexpected situations;
- Supporting team mates through consistent attendance and attention to lunch and other breaks;
- Being punctual and prepared.

**5. Professional Development and Planning**

- Continually assessing professional performance and identifying any area(s) for growth;
- Demonstrating willingness to learn and explore new curriculum and instructional techniques;
- Implementing approved new curriculum;
- Demonstrating openness to suggestions for change.
- Attending staff meetings and willingness to utilize opportunities to serve on committees;
- Commitment to continuous improvement and growth as professional;

**6. Parent/Staff Communication and Relationships**

- Presenting information clearly and professionally in both oral and written form;
- Utilizing effective listening techniques;
- Interacting with colleagues, administrators, and parents in a respectful manner;
- Sharing ideas and resources with others;
- Maintaining confidentiality concerning information about students and their families.

**7. Lead/Assistant Job Performance**

**Lead**

- Completes and implements lesson plans;
- Demonstrates leadership with team and colleagues;
- Implements and upholds program policies and procedures;
- Uses good judgment at all times;
- Considers safety of children at all times;
- Shows awareness of what is occurring in classroom;
- Provides guidance and direction to assistants;
- Knows and uses Program Emergency Preparedness System.

**Assistant**

- Is willing to follow directions of lead;
- Takes initiative to get things done;
- Is prompt, responsible and reliable;
- Demonstrates ability to take leadership role when necessary;
- Knows and uses Program Emergency Preparedness System;
- Assists with lesson plan implementation.



SHORELINE PUBLIC SCHOOLS  
HUMAN RESOURCES  
September 27, 2022

2a

CERTIFICATED STAFF  
RECOMMENDED FOR ELECTION

<b>NAME</b>	<b>EFFECTIVE</b>	<b>ASSIGNMENT</b>	<b>LOCATION</b>	<b>FTE</b>	<b>REASON</b>
Bammert, Tess	9/27/22	SPED	SW	1.0	Vacancy
Cho, Sang Hyun	10/3/22	2nd Grade	PW	1.0	Vacancy
Gero, Christopher	9/7/22	Engineering/STEM	KEL	0.6	Vacancy

SHORELINE PUBLIC SCHOOLS  
HUMAN RESOURCES  
September 27, 2022

2b

ADMINISTRATIVE STAFF  
RECOMMENDED FOR ELECTION

LAST	FIRST	EFFECTIVE	ASSIGNMENT	LOCATION	FTE	REASON
Elder	Nancy	10/1722	Interim HR Dir. I--Classified	HR	1.0	Vacancy