

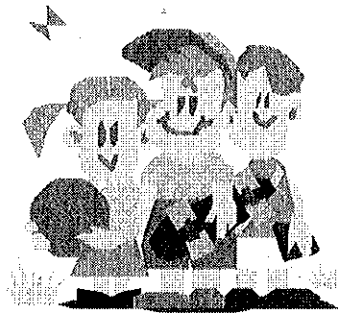
Collective Bargaining Agreement

between

Shoreline School District No. 412

and

***Shoreline Children's Center Association/
Washington Education Association***



Effective Date

September 1, 2011 through August 31, 2014

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SHORELINE SCHOOL DISTRICT NO. 412

Salary Schedule and Provisions for SHORELINE CHILDREN'S CENTER ASSOCIATION/ WASHINGTON EDUCATION ASSOCIATION

Effective September 1, 2011 through August 31, 2014

1.0 PREAMBLE

- 1.1 This Agreement is by and between the Shoreline School District No. 412 ("District") and the Shoreline Children's Center Association ("SCCA"). The Shoreline Children's Center Association (SCCA/WEA) is an affiliate of the Washington Education Association and the National Education Association.
- 1.2 The Shoreline Children's Center is designed as a self-sustaining program and the SCCA recognizes that the Center operates as a convenience to the parents and community.

2.0 RECOGNITION

- 2.1 The District recognizes the Association as the exclusive bargaining representative for all regular daycare provider personnel of the Shoreline School District, excluding supervisors, confidential employees and employees represented in other bargaining units. The Association was certified by the Public Employment Relations Commission on May 6, 1994, Decision 4701 - PECB following a Public Employment Relations Commission election of April 27, 1994.

3.0 DEFINITIONS

- 3.1 **Probationary Employees:** The first ninety (90) working days of employment, excluding summer school, is considered the employee's probationary period. At the end of this period, if the employee's work performance is satisfactory, such status will be changed to that of a regular employee.
- 3.2 **Regular Employees:** An employee who regularly works on a continuing basis and who has completed the probationary period is considered a regular employee and entitled to prorated benefits if she/he is scheduled to work twenty (20) or more hours per week. Regular employees taking a temporary leave replacement remain regular employees.

- 3.3 **Temporary Employees:** A temporary employee is an employee who is hired on a temporary basis for the completion of a specific task or project, to accommodate a fluctuation in enrollment or to replace an employee who is on an approved leave. Temporary employees performing work in excess of ninety (90) continuous working days (excluding summer school) shall become members of the bargaining unit.
- 3.4 **COBRA** - Consolidated Omnibus Budget Reconciliation Act of 1985. Provides for continuation of health benefit plans under specific situations with the premium being paid by the employee or dependent and as allowed by the insurance carrier.

4.0 SEVERABILITY

- 4.1 In the event that any provision of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction, or through government rule or regulation affecting this Agreement, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.
- 4.2 If any provision of this Agreement is held to be contrary to law or declared invalid through rule or regulation affecting this Agreement, upon written request of either party, bargaining on the provision(s) shall commence within ten (10) working days of said notice.

5.0 NON-DISCRIMINATION

- 5.1 There shall be no abridgement of citizenship rights or unlawful discrimination by either the District or the Association for reason of sex, race, color, religion, national origin, ancestry, pregnancy, age, marital status, medical condition or physical handicap.
- 5.2 Employees have the right to work in an environment free from sexual harassment as defined by and under the provisions of applicable laws. An employee who has a complaint regarding sexual harassment may file that complaint according to District policy and procedures. This provision does not grant the employee the right to file a grievance regarding sexual harassment through the provisions of this Collective Bargaining Agreement. However, it does not prohibit the employee from exercising his or her rights in any other appropriate legal forum.

6.0 SCOPE OF AGREEMENT

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

7.0 TRAVEL REIMBURSEMENT

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

8.0 JOB DESCRIPTIONS

- 8.1 Employees may be required to perform related tasks within the bargaining unit which are not specifically referred to on the job description. Job descriptions shall be maintained by the Human Resources Office and shared with the Association. Any revisions to the job description will be shared with the Association.
- 8.2 **LEAD TEACHER:** Preference for this position will require a two year Early Childhood Education degree or equivalent experience/education. Lead teachers must have or complete 20 hours of STARS training or its equivalent within the first six months of employment. Failure to do so will constitute just cause for termination. 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. This shall not affect employees hired prior to September 1, 2011.
- 8.3 **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. Assistants must have or complete 20 hours of STARS training or its equivalent within the first year of employment. Failure to do so will constitute

just cause for termination. This shall not affect employees hired prior to September 1, 2011.

8.4 Orientation training will be provided for newly hired employees within the first three (3) months of employment. Employees who attend such training shall be paid their regular hourly rate if the training is provided outside of the employee's scheduled workday/time.

9.0 COMPENSATION AND GROUP INSURANCE

9.1 All employees are paid on an hourly basis.

	Hourly Rate Years 1 - 3	Hourly Rate Years 4 - 7	Hourly Rate Years 8 - 9	Hourly Rate Years 10+
Lead Teacher	\$16.29	\$16.63	\$16.75	\$17.22
Childcare Assistant	\$12.53	\$12.79	\$12.84	\$13.26
Substitute: Lead Teacher	\$14.86			
Substitute: Childcare Assistant	\$11.14			

9.1.1. Longevity Pay. Effective September 1st of each year, longevity increments to employees beginning in their 5th and 10th years of employment with the Shoreline Children's Center. For purposes of calculating eligibility for Longevity Pay, an employee must start working as a regular employee for the Children's Center on or before October 1st of each school year and remain employed through the end of that school year in order for the year to count for Longevity Pay. Work during summer session, break sessions and/or substitute time does not count towards Longevity Pay eligibility.

9.1.2 For the 2012-13 and 2013-14 school years, the wage rates as listed in Section 9.1 shall be increased by the statewide percentage identified in the state appropriations act for the classified employee salary variable of the Basic Education Act staff funding formula, in the month such increase is effective. Prior to the 2013-14 school year, the parties agree to reopen Section 9.1 to negotiate wages.

9.1.3 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 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, the following annual educational incentive stipends will be paid for the following educational levels for Children's Center employees working fulltime in a regular position as defined below.

Associate degree or ECE Certification	\$150/year
Bachelor's degree or higher	\$275/year

- a. 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.
- b. Payment of Educational Incentive Stipend. The annual educational incentive stipend will be paid in two installments – one-half to be included in the December pay warrant and the remainder to be included in the June pay warrant.
- c. Verification of Degree or Certification. Official transcripts need to be received by Human Resources on or before October 15th in order for an employee to receive a stipend for a degree received.
- d. 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.

9.3 Group Insurance

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 monthly 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-277 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-277 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.
- 9.3.8 An employee whose spouse/ domestic partner also is a District employee eligible for a District insurance contribution may combine his or her insurance allocation with that of his or her spouse/domestic partner for the purchase of a single insurance plan to offset the employee's out-of-pocket costs for medical insurance premiums (e.g. the purchase of one "employee plus spouse" plan rather than two "employee only" plans). The reduction in insurance costs cannot be used to purchase supplemental insurance and the unused portion of the insurance allocation shall be returned to the insurance pool(s). If the spouse/domestic partner is in a different bargaining unit, the other bargaining unit must agree to the same procedure before the combination of insurance allocations can be effective. If the spouse/domestic partner is in a different insurance pool, one-half of the cost of the single insurance plan shall be charged to each insurance pool.

10.0 PAY DAY

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

11.0 WORK WEEK/WORK DAY

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

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

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

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

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

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

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

12.0 OVERTIME/COMPENSATORY TIME

12.1 All salaries and other provisions shall be in compliance with state and federal laws and the Fair Labor Standards Act for all employees.

- 12.2 Except for an unforeseen circumstance, employees must obtain prior approval to work beyond their assigned hours.
- 12.3 Subject to mutual agreement between the employee and the immediate supervisor, compensatory time worked beyond the employee's regular scheduled hours may be provided in lieu of salary on an hour for hour basis.
- 12.4 Employees working forty (40) or more hours within any work week shall receive time and one-half (1-1/2) for all such time worked. Compensatory time, upon mutual agreement, may be provided at time and one-half (1-1/2) for hours worked beyond forty (40) per week.
- 12.5 Compensatory time unused within the pay period earned shall be paid to the employee during the following pay period.

13.0 WORK YEAR

- 13.1 The employee work year shall coincide with the Shoreline School District calendar. Prior to setting the school year calendar, SCCA will be included as a respondent in any survey conducted by the District. Additional days may be offered to employees based on enrollment and program needs beyond the normal school calendar including vacation periods.
- 13.2 Transition between Major Sessions. Prior to the start of the summer and school year sessions, employees will be entitled to work up to eight (8) hour for each transition period, to break down (if required) and set up classrooms for the upcoming session. Pay for such day shall be hourly per diem for those employees who elect to work one or both of the transition days (for a maximum of 16 hours for those employees working both transition period).
- 13.3 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 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 Holidays: Employees hired for the school year program shall receive pay for ten (10) holidays:

Labor Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving Day
December 24th
December 25th
New Year's Day
Martin Luther King Day
Presidents Day
Memorial Day

- 13.6 Assignment of work on District non-student days, 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 seven (7) days will be assigned to any under this provision in any given year and any days volunteered by the employee will count against this seven (7) day total. At least five (5) working days notice will be given before mandatory assignment begins. In the event of an unforeseen event or exceptional family event, an employee may be skipped on the rotation, but will be assigned first on the next non-student, early release day and/or school break.

All employees who volunteer to work during non-student days and non-summer breaks shall be paid an additional \$1.50. To be eligible for this incentive, employees must volunteer at least ten (10) working days prior to the non-student day or non-summer break day.

- 13.6.1 In order to provide employees time to submit volunteer availability forms, the District shall notify employees four (4) weeks prior of work assignments available on non-student days, early release days or school breaks.

14.0 FLEX TIME AND LEAVES

14.1 Flex Time

- 14.1.1 Flex time may be used by employees for illness, vacation, personal business, maternity or medical appointments.
- 14.1.2 No more than two employees at the Children's Center (including summer) and two employees in the before and after school program may use vacation flex time on the

same day. Scheduling of the use of flex time will be done on a first come, first serve basis.

- 14.1.3 Flex time may accumulate up to three hundred (300) hours per Employee in 2011-12. Flex time may accumulate up to four hundred (400) hours per Employee in 2012-13. Flex time may accumulate up to five hundred (500) hours per Employee in 2013-14.
- 14.1.4 Use of flex time during the summer shall be dependent upon the availability of a substitute.
- 14.1.5 School year employees working during summer school may use accumulated flex time during such period.
- 14.1.6 Use of flex time during the summer for personal business shall require prior approval.
- 14.1.7 At the beginning of each work year employees will be credited in advance with Flex Time as listed below. Employees who terminate prior to the completion of the school year who have used more flex time than accrued on a monthly basis shall have their final pay warrant adjusted to reflect such overuse.

FLEX TIME SCHEDULE

Years Experience	1	2	3	4	5	7	10
# of Days: Leads and Assistants	12	12	13	15	16	18	21

14.1.8 Procedures

- a. Except in the case of illness or unplanned personal emergencies, use of flex time must be approved by the Center administrator.
- b. An employee shall have the right to take a salary deduction for absence instead of use of accumulated and unused flex time provided such time does not exceed three (3) days during any given work year.
- c. All absences from work require submission of a PS 102 form.

14.2 Employee Attendance Incentive Program

14.2.1 Each January eligible employees may elect to receive remuneration of unused flex time up to (150) hours. Written notification of intent to convert flex days is due in the Human Resources Office by the last working day in January.

14.2.2 Flex time may be converted to monetary compensation at the rate of (3) flex days to one prorated day's pay.

14.3 Leave of Absence

14.3.1 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 flex time. 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.

14.3.2 Jury Duty Leave

- a. An employee who is absent because of jury duty shall be paid his/her regular rate of pay.
- b. The employee will report to work when released from any jury duty during any scheduled work day.

14.3.3 Bereavement Leave

- a. 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.
- b. Such absence shall be reported on Form PS 102-Request for Approval of Travel and/or Absence from Duty.

14.3.4 Flex Time/Coordination - Industrial Insurance

- a. Employees suffering illness or injury compensable under state industrial insurance shall be allowed, upon written request, to use flex time to the amount

accumulated less any industrial insurance payments received. Flex time charged to the employee shall be proportionate to that portion of the employee's salary paid by flex time. The combined insurance and flex time payments cannot total more than the employee's normal base pay.

14.3.5 Association Leave

- a. The Association may be allowed up to fifteen (15) days 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.

14.3.6 Family and Medical Leave:

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

15.0 PERSONNEL FILE

- 15.1 Upon request to the Human Resources Office, an employee shall have the right to inspect and review his or her personnel file(s) kept by the District and its administrators and may be provided a copy of evaluation/performance reports and other personnel materials contained within the file(s). The employee shall be notified of those communications that are related to job performance and included in the personnel file.
 - a. The employee shall have the right to add relevant information into the personnel file.
- 15.2 An employee shall be allowed to authorize inspection of his/her personnel file to a representative of the Association by submitting a written request to the Human Resources Office.

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

16.0 RESIGNATION

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

17.0 DISCIPLINE AND DISCHARGE

- 17.1 The District and the Association agree to support a practice of administrative discipline when such action is required to maintain professional standards as established by this Agreement and District policy. When administrative discipline is required, confidentiality, fairness and respect for the individual receiving the discipline shall be the standard application.
- 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 in the Human Resources Office and updated regularly on the District's job line.
- 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 twenty-four hour District's job line.
- 19.3 Shoreline Children's Learning Center employees 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 Learning Center 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. 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-program days will receive written notification of placement at least five (5) business days prior to the employee's start date.

20.0 LAYOFF AND RECALL

20.1 If the District determines that a reduction in force is necessary due to loss of enrollment and fiscal considerations the following procedures shall apply:

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

20.2 The District will meet with designated SCCA representatives to review the seniority list, the positions to be eliminated, the open positions, and the position to be offered to affected employees in seniority order.

20.3 Except for an unforeseeable situation, a minimum of fifteen (15) days notice shall be provided to the employee who will be laid off.

20.4 In cases where more than one employee has the same anniversary date and accumulated seniority, lay-off will be determined by lottery.

20.5 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.

20.6 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.

20.7 All employees reinstated shall assume their previously accumulated seniority and longevity.

21.0 PROVISION FOR SUBSTITUTES

21.1 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.

21.2 The District shall provide twenty-four hour communication equipment available to employees which may be used by employees to report absence to the Center.

22.0 WORKING OUT OF CLASSIFICATION

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

23.0 STAFF MEETINGS

23.1 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.

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

24.0 STAFF DEVELOPMENT

24.1 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.

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

24.3 Employees shall have the option to attend pre-approved staff development offerings and shall be paid at their regular hourly rate of pay for such attendance.

24.3.1 The District and the Association shall work together through Labor Management Committee (LMC) to develop a professional development pool that equals six (6) hours per employee in 2011-2012 and eight (8) hours per employee in 2012-13 and 2013-14. Prior to October 31, 2011, the District and the Association will work collaboratively through LMC to develop a professional development pool usage procedure that will become part of this Agreement.

24.4 CPR and First Aid Training

The District shall provide CPR and First Aid Training if it is required.

25.0 RIGHTS

25.1 District Rights

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.

25.2 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:

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

- 25.2.2 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.
- 25.2.3 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.
- 25.2.4 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.
- 25.2.5 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.

25.3 Association Rights

25.3.1 Dues and Association Fees

- a. Each employee within the Association will be required to pay a regular monthly dues uniformly required of all members or shall pay equivalent amounts to the Association as Association fees. This obligation shall commence thirty (30) calendar days following the effective date of employment. Employees with a bona fide religious objection to the foregoing, which is based on a bona fide religious tenet or teaching of a church or religious body of which said employee is a member, may satisfy this obligation by paying equivalent amounts to a mutually agreeable charity as specified in RCW 41.56.
- b. 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.

- c. The District agrees to provide written notification 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.
- d. The Association agrees to indemnify and save harmless the employer from any and all liability resulting from the dues check off system.

25.3.2 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 Learning Center Administrator or building principals.

25.3.3 The Association shall have the right to post notice of activities and matters of Association concern on a bulletin board located at the Children's Learning Center.

25.3.4 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.

25.3.5 The Association shall have access to staff mail boxes and District email for communication purposes.

25.3.6 No rival organization shall enjoy any of the rights contained herein except as provided by law.

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

25.4 Employee Rights

25.4.1 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.

25.4.2 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.

25.4.2.1 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.

25.4.3 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.

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

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

25.4.6 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.

25.4.7 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.

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

25.4.7.2 Employees at the work site shall be notified as soon as reasonably possible of the student's suspension or expulsion.

25.4.8 Tuition Discount for Children's Center Staff. Effective September 1, 2002, staff covered by this Agreement will receive a ten percent (10%) discount on tuition charges when enrolling their child(ren) at the Shoreline Children's Center.

26.0 PERFORMANCE EVALUATION

26.1 A performance evaluation of each employee shall be completed annually no later than June 7 using the form provided as Appendix A to this Agreement.

26.2 The District administrator will discuss any performance difficulties with an employee, as soon as the concerns become known to the administrator, and will work with the employee to improve his or her job performance.

26.3 Performance evaluations must be signed by the employee to acknowledge receipt and a space shall be provided for employee comment. The employee's signature acknowledges receipt of the evaluation, but does not necessarily represent agreement with the evaluation. Any employee may elect to submit a response to the performance evaluation within a period of thirty (30) calendar days for inclusion with the performance evaluation in the personnel file. (See Appendix A-Evaluation Form.)

26.4 Evaluation documents shall be retained for three years.

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

27.0 GRIEVANCE PROCEDURE

27.1 In the event that any difference arises between Shoreline School District and the Association, or any employee, concerning the interpretation, application or compliance with the provisions of this Agreement, such difference shall be deemed to be a grievance and shall be settled only in accordance with the grievance procedure set forth herein. Employees who participate as parties in a grievance, whether as grievant(s), witness, representatives, or designees for the Association, shall be guaranteed fair treatment and freedom

from any adverse action by the District or its Administrators for their participation in the grievance process.

For the purposes of Section 27, "day" is defined as District business days.

Grievance Steps:

27.1.1 Informal Resolution

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

27.1.2 Step One

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

27.1.3 Step Two

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

27.1.4 Step Three

If no settlement has been reached in Step 2 within the specified time limits, the grievant or the Association representative may, within ten (10) days of the receipt of the Step Two response, submit the written grievance to the Superintendent or designee of the Shoreline School District. The Superintendent or his/her designee shall

provide a written response to the grievant and the Association within ten (10) days.

27.2 Arbitration

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

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

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

27.2.3 The fees and expenses of the Arbitrator shall be shared equally by the District and Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

27.3 Evaluation grievances may only be processed for alleged violations of the evaluation procedure.

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

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

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

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

28.0 PLANNING TIME

28.1 Fixed program employees shall be provided with a thirty (30) minute planning session prior to the beginning of the preschool student's school day and a thirty (30) minute planning session following the end of the preschool student's school day, not to exceed one (1) hour per day.

28.2 Flexible Child Care Lead employees shall be provided with a fifteen (15) minute planning session prior to the beginning of each session. Employees working eight (8) hours a day will have an additional fifteen (15) minute planning session provided during the workday.

28.3 Extended Care Lead employees shall be provided with a fifteen (15) minute planning session prior to the beginning of each session.

28.4 Flexible Program and Extended Child Care Assistant employees shall be provided with a fifteen (15) minute planning session each day. Scheduling of such planning time shall be by mutual agreement between the employee and the Center Administrator.

28.5 Early Childhood Developmental Assessments.

28.5.1 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

28.5.2 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.

- 28.5.3 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.

29.0 SAFETY

- 29.1 Every employee is responsible for safety. To achieve the goal of providing a completely safe work place, every employee must be safety conscious. Employees are to immediately report any unsafe or hazardous condition directly to the administrator of the Children's Center. Every effort will be made to remedy problems as quickly as possible.
- 29.2 In case of an accident involving a personal injury to any person including employees, students, or visitors, regardless of how serious, employees are to immediately report such incidents to the administrator of the Children's Center. Failure to report accidents can result in a violation of legal requirements and can lead to difficulties in processing insurance and benefit claims.
- 29.3 Each work site shall be equipped with a telephone for use by employees in case of emergency.
- 29.4 The District shall post emergency procedures at each work site for employees to follow when immediate outside assistance is needed.
- 30.5 In the event of inclement weather or other emergency conditions, the following applies to the Children's Center and extended care program at elementary buildings:
- If Shoreline Schools are operating 2 hours late, the Children's Center, including fixed program, flexible program and extended care programs, will operate 2 hours late as well.
- If Shoreline Schools are closed, the Children's Center, including fixed program, flexible program and extended care programs will also be closed.
- If Shoreline Schools close prior to the end of the normal school day due to any emergency conditions, extended care programs will not open. There will be no after school care at the school building work sites.

If Shoreline Schools close early due to emergency conditions, the Children's Center, including fixed program and flexible program, will also close. The Children's Center will operate on limited staffing until all students are picked up.

30.0 DURATION

30.1 Except as otherwise provided below, the Agreement shall be in full force as of September 1, 2011 and shall remain in effect through August 31, 2014. Prior to the end of the 2012-2013 school year, the parties agree to reopen Section 9.1 to negotiate wages for the 2013-2014 school year.

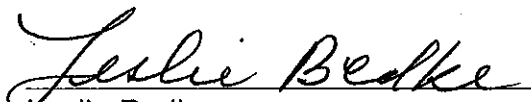
31.0 LABOR MANAGEMENT COMMITTEE

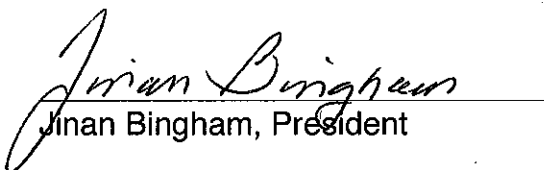
31.1 SCCA (Shoreline Children's Center Association) and the Shoreline School District agree to convene a Labor Management Committee (LMC) at least every other month during the school year for the purpose of seeking resolution on issues of common concern. The committee will be comprised of four (4) bargaining unit members (President and three representatives) plus management representatives (Supervisor of Children's Center and any other management representatives deemed appropriate).

Ratified August 29, 2011 by the Shoreline Children's Center Association
Approved September 12, 2011 by the Shoreline Board of Directors

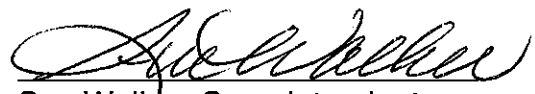
Signed this 8 day of November, 2011, by:

For the Association

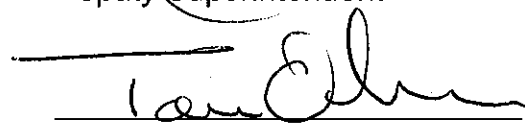

Leslie Bedke
SCCA UniServ Representative


Jinan Bingham, President

For the District


Sue Walker, Superintendent
Secretary – Board of Directors
Shoreline School District


Marcia E. Harkis
Deputy Superintendent


Tam Osborne, Director
Human Resources

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 nondisruptively 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.

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 judgement 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 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