

**Collective Bargaining Agreement**

*between*

**Northshore School District No. 417**

*and*

**Northshore Education Association**

*for*

**Educational Support Professionals (ESP)**

**September 1, 2019 through August 31, 2022**

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**2019-2022 Collective Bargaining Agreement**  
**between**  
**Northshore School District No. 417**  
**and**  
**Northshore Education Association**  
**representing**  
**Educational Support Professionals (ESP)**  
**September 1, 2019 – August 31, 2022**

<b>1.00</b>	<b>PREAMBLE</b>
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- 1.10 This Collective Bargaining Agreement, hereinafter referred to as "Agreement," is made and entered into by and between Northshore School District No. 417, King and Snohomish Counties Washington, hereinafter referred to as the "District" and the Northshore Education Association (NSEA)/Washington Education Association hereinafter referred to as the "Association" or "NSEA," representing employee groups and individuals as listed in Appendix B.
- 1.20 WHEREAS, the parties, pursuant to RCW 41.56 (Public Employees' Collective Bargaining Act) have reached certain agreements on wages, hours, and terms and conditions of employment, which they desire to confirm in this document, in consideration of the following covenants, it is hereby agreed as follows:

<b>2.00</b>	<b>RECOGNITION</b>
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- 2.10 The District recognizes the Association as the exclusive bargaining representative of all employees as listed in Appendix B, including substitutes after sixty (60) work days of employment. All terms and conditions of this Agreement apply to all employees unless specifically stated otherwise.

<b>3.00</b>	<b>DEFINITIONS</b>
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- 3.10 As used in this Agreement, the following terms shall apply:
- 3.11 **COBRA** - Consolidated Omnibus Budget Reconciliation Act of 1985 providing continuation of health benefit plans under specific situations with the premium being paid by the educational employee or dependent.
- 3.12 **DAYS** - Unless otherwise noted, "day," "days," refers to week days and is exclusive of weekends, holidays and vacations or school breaks. During the period following the last contracted day in June and the first contracted employee work day, the term "school day" shall mean week day.
- 3.13 **District** - Northshore School District No. 417.
- 3.14 **Employees** - All individuals occupying positions in the classifications listed in Appendix B.

- 3.15 **New Employees** - Employees who have yet to satisfactorily complete their probationary period as cited in the Probationary Section of the Agreement.
- 3.16 **Substitutes** - Persons hired as temporary replacements to cover emergency situations or employee absence. Substitutes may not be hired in lieu of or to avoid hiring of regular employees. For a substitute assignment of known duration longer than sixty (60) work days, or when a daily assignment exceeds sixty (60) continuous work days in the same location, the person occupying such assignment shall become an employee subject to the terms and conditions of the Agreement, for the duration of the assignment only, as a long-term substitute. Employees with this status shall not have reassignment rights pursuant to Articles 21 and 31. Eligibility for long-term substitute status is based on the length or anticipated length of the assigned position, not on the number of actual days worked by the employee in the position.

<b>4.00</b>	<b>STATUS AND APPLICATION OF THE AGREEMENT</b>
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- 4.10 As provided in this Agreement, certain rights and functions are accorded and ascribed to the Association. Said rights and functions are exclusive to the Association.
- 4.20 Where there is conflict between this Collective Bargaining Agreement and any resolution, rule, policy, regulation, or practice of the District, the terms of this Agreement shall prevail.
- 4.30 If any provision of this Agreement or any application of this Agreement shall be found to be contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of this Agreement shall continue in full force and effect. If any provision of this Agreement is held to be contrary to law, the parties shall, by mutual consent, commence bargaining on said provision as soon thereafter as is reasonably possible.
- 4.40 While this Agreement remains in force, the District shall maintain those written School Board policies and procedures which affect certificated employee wages, hours, and terms and conditions of employment directly related thereto, unless the District communicates to the Association that in order to conform with legislation, regulations, or other legal authority, it is required to change such policies and procedures.
- 4.50 Except as otherwise provided herein, this Agreement is complete in and of itself and sets forth all terms and conditions of the Agreements between the District and Association pursuant to Chapter 41.56 RCW.

<b>5.00</b>	<b>DISTRIBUTION OF THE AGREEMENT</b>
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5.10 Within the first thirty (30) school days following execution of this Agreement, the District shall print and make available to the Association a copy of this Agreement for each member of the bargaining unit. Sixty (60) additional copies shall be provided to the Association. The cost of printing the additional copies shall be borne by the District. All employees newly hired by the District shall be provided a copy of this Agreement by the District at the time of hire.

<b>6.00</b>	<b>ASSOCIATION RIGHTS</b>
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6.10 The parties agree that there shall be two collective bargaining agreements between NSEA and the District: one agreement for the bargaining unit representing non-supervisory certificated staff, and one agreement for the bargaining unit representing ESP staff. In order to most efficiently achieve the mutual interests of the parties, these agreements shall be bargained jointly, with simultaneous expiration dates. The parties agree that joint bargaining includes the following elements:

- The District and NSEA shall each have a single bargaining team with the authority to bargain both agreements.
- The parties may agree at times to utilize bargaining subcommittees to maximize efficiency.
- Proposals may include elements germane to either or both bargaining units.

6.20 The District agrees to notify the Association in advance of the time and location of new employee orientations. The District agrees to provide the Association at least a week's notice of the orientation date and time. The Association may request to meet with the employee after the orientation, but such meeting is voluntary and on the employee's own time.

6.30 The District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and the Association. No employee may be mandated to attend the meetings or presentations by the Association. The District shall provide the Association with access to the new employee within ninety days of the employee's start date within the bargaining unit. The access shall be for no less than forty-five (45) minutes and shall occur during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and the Association.

6.40 The District will provide copies of the new hire letters to the Association in a timely manner. Such notification may be sent electronically. This letter provides the employee's start date, location, hours, and position. Upon request by the Association, the District will provide a roster of all employees which includes

employee name, job title, location, last four digits of the employee's social security number, cell number, email address, home address, and home phone number, when such information is held by the District.

- 6.50 The District agrees to furnish to the Association, upon reasonable request, enrollment, staffing, and financial information in the format produced or used in daily operations.
- 6.60 The Association shall have the right to use District buildings for meetings to transact Association business in accordance with District policy, procedures, rules, and regulations governing the public use of buildings. Association representatives shall have the right to visit the District's premises to meet with employees during periods of the day when employees are not performing assigned duties. Such representative(s) should first check in at the principal's office.
- 6.70 The Association shall have the right to use intra-district mail services, bulletin boards, and employee mailboxes for communications with employees (except during work stoppages). The Association and employees shall have the right to use District e-mail and Wi-Fi for Association business under the same conditions as the District's acceptable use policies. The Association acknowledges that records sent over the District's electronic network are public records and subject to review.
- 6.80 The Association agrees to defend, indemnify and hold the District harmless for any alleged misuse of District's facilities by the Association, its officers or agents.
- 6.90 The Association shall have the right to designate up to six (6) employees, who shall be released from assigned duties without loss of pay for the purposes of bargaining with the District at mutually agreeable times.
- 6.100 The Association may designate employees to be released from assigned duties for purposes of conducting Association business provided that the Association reimburses the District for the cost of substitutes. On school or non-student days regularly scheduled for meetings, members elected and/or appointed to the Executive Board and/or Representative Council shall be released at the time when the students are normally scheduled to be dismissed from school as long as the employee's safety-sensitive duties are completed.
- 6.110 Upon the request of the Association, the District agrees to release the Association President and/or Vice President(s) from their regular assignment on a full- or part-time basis. Such release will be without loss of salary, tenure standing, salary advancement, or other rights accorded full-time employees, subject to the Association reimbursing the District the total cost of the Association officer's salary and benefits. Reimbursement shall include such costs as salary, social security, industrial insurance, pension, health and welfare, and other related employer payroll items. Such reimbursement shall be paid monthly, in advance, upon receipt of a billing by the District. The Association officers shall be returned to a bargaining unit position upon completion of their term of office.

- 6.120 The Association shall have the right to address the Board of Directors during that time reserved on the Board's agenda for "Association Comments." The Association shall be placed on the list of local media entitled to notice of special meetings of the Board of Directors.
- 6.130 **Dues Deductions**
- 6.131 Within five (5) days of execution of this Agreement or by September 10, whichever date comes later, the Association shall give written notice to the District of the amount of dues required for Association membership.
- 6.132 Following the commencement of employment or the beginning of the school year, whichever date is later, each employee, with the exception of substitute employees, may sign and deliver to the District an assignment of wages authorizing payroll deduction of Association dues. Receipt of such individual assignment shall be a condition precedent to the District's obligation to deduct and transmit to the Association dues.
- 6.133 One-twelfth (1/12) of the annual Association membership dues shall be deducted from each employee's pay beginning with the pay period for September and transmitted to the Association as provided by Section 6.136 below.
- 6.134 Dues deductions for employees who commence contracted service after the beginning of the school year or who terminate before June shall be prorated at one-twelfth (1/12) of the total annual Association dues for each month served.
- 6.135 The District shall transmit to the Association on a monthly basis the membership dues which have been deducted in accordance with this Agreement, using those forms provided by the Association, which may appoint for purposes of membership dues and insurance premiums collection by an Association affiliate. It is understood and expressly agreed that payment of such amounts shall not constitute District recognition of said affiliate as bargaining representative for employees, but shall merely authorize the District to pay such amounts to the Association affiliate as collection agent for the Association.
- 6.136 An assignment of wages authorizing payroll deduction of Association dues shall continue in effect from year to year unless the employee submits a written revocation to the Washington Education Association. Upon receiving such written notification from the employee, the Association will notify the District in writing to cease the payroll deduction of dues for that employee.
- 6.137 In the event that a change in law allows for an agency union shop, the District and Association agree to re-establish an agency shop relationship for the purposes of Association security, and re-open Article 6 to re-establish the terms of the agency shop relationship.



- 6.140 The Association will indemnify and hold harmless the District, its officers, agents, or employees against any claim made or any suit instituted against the District or said persons, individually or severally, resulting from the correct implementation of the provisions of this Article, provided that the Association shall have the right, but not the duty, to designate, and pay all costs for, the attorney who may assist in the defense of any suit brought against the District as a result of these provisions.

<b>7.00</b>	<b>ASSOCIATION AND ADMINISTRATION LEADERSHIP TEAM</b>
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- 7.10 The District and Association share a common ongoing commitment to achieving the highest level of instructional quality for all students as articulated in District goals and performance measures. The parties also share a common belief that instructional quality will be a product of a specific way of doing business: working together as partners rather than as competitive adversaries. To be effective and authentic partners, the parties must share authority, responsibility and accountability for decisions about instructional quality, and owe each other a duty to act under the highest standards of good faith for the common benefit of all partners.
- 7.20 Commitment to How We Will Do Business
- 7.21 Respect. The District and Association shall expect, articulate and demonstrate mutual respect for the professional expertise of all educators in the decisions that affect instructional quality and in our communications about those decisions.
- 7.22 Trust. The District and Association shall develop a culture of mutual trust by being reliable (following-through on commitments), truthful (candidly honest and fair), and forgiving (allowing room for error or weakness).
- 7.23 Support. The District and Association shall support the success of the initiatives included within the partnership by prioritizing these projects in the allocation of each party's resources, and by supporting the decisions made through our partnership.
- 7.24 Consensus. The District and Association shall work through disagreements and challenges respectfully, in a manner that acknowledges the legal and political roles of each party and promotes the greatest possible consensus across the District. Consensus requires time to process information and to truly understand and represent the interests of constituencies.
- 7.25 Public Communication. The district and Association shall support the success of our partnership by affirmatively communicating the importance of our initiatives and our partnership to our own constituencies and to the broader Northshore community.

- 7.26 Focus. The District and Association shall strategically choose partnership tasks to focus our limited time, energy and resources on topics that provide the greatest impact on instructional quality.
- 7.27 Commitment. The words on these pages were our best effort to put our commitment in writing, and may fall short of our intentions. The District and Association shall commit to maximizing their cooperation to improve instructional quality.
- 7.30 The District and Association agree to maintain an Association and Administration Leadership Team (AALT) for the purpose of problem solving mutually agreed upon issues, assessing mutual needs, and facilitating communication between the parties. The AALT will not engage in negotiations or in grievance resolutions unless mutually agreed upon by both parties.
- 7.40 The AALT will meet on a monthly basis and will be comprised of up to fourteen (14) Administrators from the District and up to ten (10) Certificated representatives from the Association and up to four (4) ESP representatives from the Association. The co-chairs of the AALT will be the Association President and Superintendent or their designee.
- Agendas will be developed by the AALT co-chairs with agenda items being submitted to the other party one week prior to the meeting. In order to achieve the aforementioned commitments, if either party believes the agenda requires the time, the parties agree to meet for up to five hours. Employees will be released without loss of pay for meetings scheduled by the AALT during the regular work year.
- 7.50 The AALT is the forum for implementing this Article. The District shall inform the Association when significant changes in District adoptions, programs (understood in the broadest way possible), professional development, instructional initiatives, or curriculum as well as state initiatives or mandates(e.g., the classroom teacher evaluation system, induction for new teachers, state assessment changes, common core standards) are under consideration or preliminary plans are being made in order to provide the Association with a timely opportunity to dialog and provide input prior to a decision. “New District Initiatives” shall be a standing agenda item at all the AALT meetings. When there are questions whether a building-level initiative has district-wide implications, SDLTs and building administrators shall consult with regional assistant superintendents and Association leaders to check if building-level initiatives are significant or broad enough to be added to the AALT agenda. Inclusion of new district initiatives on the AALT agenda is not intended to inhibit the creativity or urgency of building-level and district wide initiatives, or to modify the authority for any person or group authorized to make decisions.
- If the Association raises concerns, the parties shall attempt to resolve the matter pursuant to this Article.
- 7.60 In the event NSEA brings concerns regarding building climate to the AALT, the parties shall mutually develop a joint plan of action to address the concerns.

<b>8.00</b>	<b>MONITORING THE AGREEMENT</b>
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8.10 The Association President and/or designee shall meet at mutually agreeable times, during the work day, with the Superintendent or designee as requested by either party to review and discuss the monitoring of this Agreement. Such meetings shall not be construed to be part of collective bargaining.

<b>9.00</b>	<b>NON-DISCRIMINATION AND CITIZENSHIP RIGHTS</b>
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9.10 There shall be no discrimination against any employee or applicant for employment by reason of race, creed, religion, color, marital status, sex, age, national origin, genetic information, sexual orientation including gender expression or identity, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, unless based upon a bona fide occupational qualification, or because of their membership or non-membership in employee organizations or in their exercise of other rights under Chapter 41.56 RCW, Public Employees Collective Bargaining Act. Sexual harassment shall be considered a form of sex discrimination.

9.20 Employees are entitled to full rights of citizenship, and the proper exercise thereof shall not be grounds for any discipline or discrimination against an employee.

9.30 There shall be no unlawful discrimination or retaliation against any employee for utilization of the grievance procedure or for the appropriate exercise of rights they may have under this Agreement.

9.40 Employees have the right to work in an environment free of 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 with his or her supervisor or the Superintendent or his/her designee in an attempt to resolve the complaint on an informal basis. 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.

<b>10.00</b>	<b>NO STRIKE/ NO LOCKOUT</b>
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10.10 The District will not lock out its employees and the Association will not cause or encourage its members to engage in any strike or other work stoppage for the duration of this Agreement.

10.20 The Association will not cause or encourage its members to refuse to cross any picket line established by any labor organization or group of individuals at any location unless there is mutual agreement between the District and the Association that there is danger to the safety and well-being of the employees. A written agreement shall be reached between the Association and the District regarding such a situation.

<b>11.00</b>	<b>NO CONTRACTING OUT</b>
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- 11.10 The duties and/or responsibilities normally assigned to employees shall not be transferred to any agency or individual in such a manner so as to reduce or replace such duties and/or responsibilities.

<b>12.00</b>	<b>LENGTH OF WORK YEAR</b>
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- 12.10 For ESP employees, the length of the work year shall be for a minimum one-hundred eighty (180) days. In the event of building closure due to emergency reasons, each employee will be given the opportunity to make up the time missed when the District schedules make-up days for teachers.

- 12.20 In addition to the 180 days, sixty-two and one-half (62.5) professional hours will be provided as paid work hours for employees whose regular work assignment is 182 days or less. A minimum of twenty-two and one-half (22.5) professional hours will be scheduled by the District for work days prior to the first student day of the school year for professional development, preparation, and in-service activities at the building level. The remaining professional hours are optional and may be used for such activities as, but not limited to: Evaluation Team meetings, IEP meetings, grade level meetings, staff meetings, field trips/community access trips, open house functions, duties at other after school events, building site-development meetings, preparation of assigned state/federal reports, adaptation of instructional materials for specific student needs, collaborative preparation with certificated employees, building based activities or projects for implementation of Action Plans, and professional development activities. These hours will be paid at time and one-half for any hours beyond forty (40) work hours per week. Employees hired after the school year begins will receive a prorated amount of forty (40) professional hours. On each employee's electronic pay statement, the District shall show the employee's individual professional hour balance.

- 12.21 Forty (40) professional hours will be provided as optional paid work hours for employees whose regular work assignment is 183 days or more. These professional hours may be used for the same purposes described in Section-12.20. These hours will be paid at time and one-half for any hours beyond forty (40) work hours per week. Employees hired after the school year begins will receive a prorated amount of these professional hours. On each employee's electronic pay statement, the District shall show the employee's individual professional hour balance.

- 12.22 A Pre-Tax Tuition Reimbursement Program will be in effect whereby Association members may elect, prior to October 10 of each year to convert up to 40 (forty) unused professional hours compensation into a pre-tax tuition reimbursement program.

Tuition expenses to be reimbursed must be incurred on or after the first work day of the school year through August 31 of the same contract year. Each employee

can submit up to three reimbursement requests per contract year. Final receipt submission must be received by the District no later than August 31 of the contract year for which the pre-tax tuition reimbursement was elected. Reimbursement payments will be made upon submittal of authorized receipts in accordance with Internal Revenue Service (IRS) regulations.

Should the program at any stage be found to be out of compliance with IRS regulations, the District and Association will meet and take appropriate actions, including the recovery of employee payroll taxes, if necessary.

- 12.23 Contingent upon the Washington State Legislature maintaining apportionment funding for the 180-day school year, the work calendar for registered nurses will be 185 days, one day of which will be for the purpose of District in-service. The District and Association shall meet and confer on the work calendar annually. Principals may agree to minor variations in the work calendar provided an equivalent amount of time is worked.
- 12.30 A pool of three thousand three hundred (3,300) hours shall be provided for use by employees for the same purposes enumerated in Section 12.20 subject to principal or supervisor approval, after the exhaustion of the employee's individual allocation. Employees must submit hours worked on their regular timesheet for the month in which the hours were worked. Hours worked in August shall be charged to the subsequent year's professional hour balance. A report on the use of hours will be provided monthly to the Association. Unused hours shall not be carried over to the succeeding year.
- 12.40 **Holidays**- The following eleven (11) holidays will be observed for all employees:
- Labor Day
  - Veteran's Day
  - Thanksgiving Day and the day following
  - Christmas Day and the day before
  - New Year's Day and the day before
  - Observance of Martin Luther King Day
  - Presidents' Day
  - Memorial Day
- 12.41 To be paid holiday pay, the employee must work either the work day preceding the holiday or the work day following the holiday, or be on paid leave the work day preceding or the work day following the holiday.
- 12.42 When any of the preceding holidays fall on a weekend, weekdays following and/or preceding that weekend shall be designated as the day(s) of observance.

<b>13.00</b>	<b>WORKDAY PROVISIONS</b>
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- 13.10 The workday shall be continuous for all employees, except for employees working as crossing guards and/or performing playground supervision, for whom a split shift may be scheduled by mutual agreement between the employee and the District prior to the start of the position and/or each school year. Employees are not to work beyond scheduled work time without prior approval from the building principal/supervisor. If meetings are required, adjustment of schedules will be made with agreement of the employee or the time will be paid.
- 13.20 The minimum work day assignment for employees in this unit, excluding School Assistants, School Technology Specialists, and Campus Supervisors, will be four (4) hours (except for LAP and EL.) LAP and EL employees will have a minimum average work week schedule of twenty (20) hours. Such employees shall be considered to work an average four (4) hour day if their regular work week schedule is five (5) hours/four (4) days a week. The work week shall be Monday through Friday unless an alternate workday or workweek is agreed to by the employee, the building/site supervisor, the Program Coordinator, and the Director of Human Resources.
- 13.21 It is understood and agreed upon that LAP and EL employees may need additional hours assigned to allow for holiday pay and still allow for twenty (20) hours per week when students are present. For example, if a holiday falls on a Friday, LAP and EL employees will be paid for the Friday holiday and work Monday through Thursday as scheduled with students.
- 13.22 LAP and EL employees will work with their District Administrator or Building Administrator to establish necessary planning times when such employees are responsible for implementing student instruction with minimal direction. Such planning time will normally be for thirty (30) minutes daily.
- 13.23 Registered Nurses selected as regional team leaders will work forty (40) hour work weeks and will be provided with ten (10) days release for team leader responsibilities.
- 13.24 On days when students are scheduled for early release or late arrival, employees shall work their regular work hours, unless alternative scheduling is agreed to between the employee and principal providing an equivalent amount of work time.
- 13.30 For the purposes of class overloads or when the District determines temporary assistance is needed, employees may accept additional hours beyond four (4) hours per day or twenty (20) hours per week for a period not to exceed forty-five (45) school days without insurance benefits.
- 13.40 Two fifteen (15) minute relief periods for employees working six and one-half (6.5) hours or more shall be provided as part of the working day. One fifteen-minute (15) relief period will be provided for employees working four (4) hours to six and

one-half (6.5) hours. Employees working more than five (5) hours shall be provided an unpaid, one-half (1/2) hour, duty-free lunch period. Relief periods shall be taken at regularly scheduled times, whenever possible. It shall be the Building Administrator's responsibility that each employee's schedule permits him/her to take these relief periods. An employee may request the Building Administrator's assistance in scheduling his/her relief period.

One-on-One Paraeducators who are working in secondary schools, and who accompany their student to various classes, shall be provided in writing with specific times for regularly scheduled breaks (relief periods) and duty-free lunches to ensure that other staff are scheduled to provide them with relief from supervision of their assigned student(s).

- 13.41 Checking work email is a work duty to be done on work time, and time shall be allocated for this work within an employee's scheduled workday. In the event an employee is not allotted such time, they may request the Building Administrator's assistance in scheduling this time.
- 13.42 In recognition of their increased accountable work time in a 4-day work week (i.e. less designated break periods in the same number of hours as 5-day-per week employees) ATP employees will be allowed to flex up to 30 minutes of time per week or up to 18 hours annually. This flex time also applies to any make up hours required.
- 13.50 Employees required to work beyond their regularly scheduled workday shall be paid on an hourly basis up to forty (40) hours. Work beyond forty (40) hours must be pre-approved by the administrator, and will be paid at time and one-half (1-1/2). Compensatory time may be taken in lieu of overtime at the rates above by mutual agreement between the employee and her/his immediate supervisor.
- 13.60 Nothing in this Agreement shall require the employer to keep offices or buildings open in the event of inclement weather, nor when otherwise prevented by a natural disaster. When schools are closed to students, due to the above conditions, employees shall not be required to report to their job assignments and shall suffer no loss of pay. If school closures necessitate the addition of days extended to the school year or time added to the school day to meet the state requirements for school days and instructional minutes, then the employees of this bargaining unit will be required to work the additional minutes and/or days. If the state waives days due to emergency closures, the employees of this bargaining unit will be required to make up only the time required by the state, and will be granted paid leave for any assigned hours not worked due to the waived days.
- 13.70 If an employee needs extra time to complete their job requirements due to a school closure, the employee may request supervisor approval to use professional and/or pool hours.

- 13.80 If an employee is required to work during assigned hours that have been waived for other employees of this bargaining unit, the employee will receive compensatory time for the hours worked.
- 13.90 If the District closes buildings for emergency purposes prior to the end of an employee's assigned work hours, the employee shall be compensated for the full day.
- 13.100 If an employee is unable to report to work due to inclement weather conditions and the building is open, the employee may use emergency leave or earned compensatory time or may take leave without pay.
- 13.101 In the event of building closure due to emergency reasons, each employee will be given the opportunity to make up time missed when the District schedules make-up days for teachers.
- 13.110 Employees requested by the building administrator to accompany students on day or overnight field trips will have all expenses covered, including their hourly rate of pay, for additional hours and entrance fees.
- 13.120 Employees in this bargaining unit shall be eligible to apply for positions which have been posted and are unfilled from the Northshore Education Association and the NSEA Athletics and Activities Association. Pay for these positions shall be at the same rate as applicable at the posted hourly rate. These positions may include those listed on Addendum C-2 of the NSEA Agreement and the NSEA/Athletics and Activities Association Activity Schedule.
- 13.130 Nurse Schedules
- 13.131 Nurses employed prior to July 1, 2004 will have the opportunity to maintain their current workday of 7.5 hours.
- 13.132 At the beginning of the school year, nurses and principals should work together and document in writing, the nurse's schedule for the year. Nurses and building administrators at sites staffed at less than 7.5 hours a day shall meet and agree, in consultation with the District's Health Services Supervisor, on reasonable duties and responsibilities in light of the shorter workday. As allowable under state and federal law and with agreement from the principal, nurses may voluntarily elect to waive their duty-free lunch and instead maintain the nurse's office open and services provided during which time they shall be paid. In addition, if nurses are expected to work their unpaid duty-free lunch (including being on-call to respond to any calls or needs), they shall be paid for this on-call time.
- 13.133 At schools whose enrollment generates a 6.5 hour nurse, the workday shall be 7 continuous hours per day, with a 30 minute duty-free lunch at or around the mid-point of the shift (32.5 hours per week), and the 2.5 hour flex-time provision shall not apply.



- 13.134 At schools whose enrollment generates a 7 hour nurse, the building administrator in consultation with the nurse shall decide whether:
- 13.134.1 the workday will be 7 continuous hours per day, with a 30 minute duty-free lunch at or around the mid-point of the shift, with 2.5 hours to be scheduled flexibly during the week (35 hours per week); or
  - 13.134.2 the work day will be 7.5 continuous hours per day, with a 30 minute duty-free lunch at or around the mid-point of the shift without application of the 2.5 hour flex-time provision (35 hours per week).
- 13.135 At schools whose enrollment generates a 7.5 hour nurse, the workday will be 7.5 continuous hours per day, with a 30 minute duty-free lunch at or around the mid-point of the shift, with 2.5 hours to be scheduled flexibly during the week (37.5 hours per week).
- 13.136 Nurses working an 8 hour shift shall work 8 continuous hours with a 30 minute duty-free lunch at or around the mid-point of the shift, with 2.5 hours to be scheduled flexibly during the week (40 hours per week).
- 13.137 An employee required to travel during the workday shall only be required to travel between schools once during the workday, and shall be provided a 30 minute, duty-free lunch and mutually agreed-upon transition and travel time, to be scheduled in writing. Employees will be reimbursed at the approved IRS-mileage rate when using a personal vehicle for District business (Article 42.10).
- 13.138 In the event that a nurse is assigned to two (2) schools, they shall receive three (3) additional eight (8) hour days to open and close the two (2) schools. These days shall be scheduled at the nurse's discretion and recorded on a timesheet.
- 13.139 Employees who are assigned to instruction shall not be requested nor required to leave their assignment in order to meet the needs created by the absence of a nurse.
- 13.140 Classified staffing allocations will be based on enrollment projections for the following year, and will be adjusted once (upward only) based on October 1 enrollment.
- 13.141 Prior to any modification of the current staffing standards or practices, the District shall consult with NSEA, and provide an opportunity for input.

<b>14.00</b>	<b>WORKLOAD</b>
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14.10 Nursing Staff Levels

- 14.11 For the 2019-20 school year only, the District will provide an additional 1.0 FTE nurse to support student health at the high school level. Beginning in the 2020-21

school year, each high school will be provided 1.5 nurse FTE. Elementary and middle schools will be maintained at the same level of nurse FTE.

14.12 Beginning in the 2019-20 school year, the District shall employ a minimum of 1.0 FTE nurse floaters.

14.13 Nurses who bill services to Medicaid shall be compensated at their hourly rate of pay for 10 minutes per month for each student for whom billing is submitted. If a nurse is assigned 8 hours per day and has another part-time nurse in their building, the part-time nurse will be assigned the building's Medicaid billing whenever reasonably possible.

14.14 Nurses at elementary schools where enrollment exceeds 600 will be provided an additional 15 hours to be used in August.

14.20 School Technology Specialist (STS) Days and Assignment

14.21 The District will assign an additional five (5) paid days to each STS before and/or after the school year (for a total of 185 annual work days), which will be scheduled in collaboration with their administrator.

14.22 The STS work day will be a minimum of 6.5 hours and maximum of 7.5 hours, unless the STS and the building administrator mutually agree to maintain a part-time STS work day. The TRT position will be eliminated at buildings with a full-time STS (6.5 hours or more per day). If the building administrator and STS mutually agree to a part-time STS work day, the building will maintain its TRTs.

14.23 Allow STSs currently assigned as part-time the option to mutually agree with the building administrator to maintain current number of hours.

<b>15.00</b>	<b>DISTRICT RIGHTS</b>
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15.10 Except as otherwise specifically limited by provisions of this Agreement, the District has the exclusive right to exercise all the rights or functions of management, including, but not limited to, the development, adoption, implementation, and enforcement of policies, rules, regulations, and practices in furtherance of management rights or functions, and the use of judgment and discretion in connection with the exercise of District rights.

15.20 It is expressly agreed by the Association that the enumeration of District rights in this Article shall not be deemed to exclude other rights not specifically enumerated above.

<b>16.00</b>	<b>EVALUATION</b>
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- 16.10 At the beginning of an employee work year, the employee will be provided with information about work hours, roles and responsibilities consistent with the employee job description; and District rules, policies, and procedures.
- 16.20 All employees shall be evaluated by their appropriate supervising administrator based upon the criteria set forth herein at least once annually. Supervising administrators are encouraged to observe employees prior to the evaluation. In the event there is a concern or problem regarding the employee's performance leading to an unsatisfactory rating in any area, a fifteen (15) minute observation is required. The evaluator shall review the evaluation with the employee and shall afford the employee an opportunity to comment on the evaluation. Appendix C contains the evaluation form.
- 16.30 The employee shall sign the evaluation to certify only that they have seen it and discussed it with their evaluator.
- 16.40 The signed original shall be placed in the employee's personnel file with one copy issued to the employee, and one to the evaluator. No other copies of the evaluation shall be kept by the District.
- 16.50 In the event an employee grieves an alleged violation, misinterpretation, misapplication, unfair application or summation, or non-application of these evaluation criteria and procedures, the District shall not be precluded from establishing probation during the pending of such grievance.
- 16.60 Evaluations will be completed no later than two weeks prior to the end of the school year.

<b>17.00</b>	<b>DISCIPLINARY ACTION</b>
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- 17.10 No employee shall be disciplined (including warning, reprimand, suspension, reduction in rank or professional advantage, discharge, or other actions that would adversely affect the employee) without cause. Any such discipline, including adverse evaluation of employee performance, shall be subject to the grievance procedure hereinafter set forth including arbitration. The specific grounds forming the basis for disciplinary action will be made available in writing at the time such action is taken.
- 17.20 An employee shall be entitled to have representation of the Association present during any meetings that may lead to formal disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until a representative of the Association is present. Further, in the event a disciplinary action is to be taken, the employee shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.

17.30 The District agrees to follow a policy of progressive discipline which minimally includes verbal warning, reprimand, suspension without pay depending on the circumstances, with termination as a final and last resort. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates such action. No employee shall be suspended without pay or terminated until the District has concluded an investigation of the allegations against an employee, and provided the employee with an opportunity to respond.

17.40 Any complaint made against an employee by any parent, student, or other person, will promptly be called to the attention of the employee. Any complaint not called to the attention of the employee may not be used as the basis for disciplinary action against the employee.

<b>18.00</b>	<b>NEW EMPLOYEE PROBATION</b>
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18.10 A probationary period for all new employees of ninety (90) work days, excluding summer work, will be required.

18.11 All new employees shall be evaluated by their appropriate supervising administrator or coordinator, based upon the criteria set forth herein, at least once annually. An observation/evaluation shall be completed within the first sixty (60) days of the ninety (90) work day probationary period with a post observation conference being held within five (5) days of the observation. Supervising administrators are encouraged to observe employees prior to the evaluation. In the event there is a concern or problem regarding the employee's performance leading to an unsatisfactory rating in any area, a fifteen (15) minute observation is required.

18.20 Termination procedures and grievances regarding termination are not applicable to new employees during their probationary period.

18.30 Any new bargaining unit employee shall not be eligible to apply for another position until the 90-day probation has been completed, except with the approval of the building principal.

18.40 New employees shall be entitled to all other provisions of this Agreement.

<b>19.00</b>	<b>ON THE JOB PROBATION</b>
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19.10 After the initial probationary period, employees whose services are unsatisfactory may be placed on probation for a period not less than 45 work days, and not to exceed six (6) months. Such probationary status shall be for specified written reasons, based upon evaluation criteria and job description, recorded and made available to the employee, and shall be subject to the grievance process. Specific goals, criteria for improvement and reasonable timelines for improvement will be given to the employee in writing. Meetings will be held by the supervisor every two (2) weeks to review the probationary status and note improvements or continued deficiencies.

- 19.20 The purpose of the on-the-job probation shall be to improve an employee's ability to meet the day-to-day requirements of the job. Failure of the employee to show improvement within a reasonable time may result in notice of probable cause for termination of employment in accordance with procedures set forth in this Agreement, and shall be subject to the grievance procedures. Termination notice of a minimum of fifteen (15) calendar days will be provided to the employee with a statement of specific causes for such termination.
- 19.30 The Association will be notified when an employee is to be placed on probationary status. At the employee's option, an Association representative may be present at all meetings regarding the probation.

<b>20.00</b>	<b>EMPLOYEE RIGHTS AND PROTECTION</b>
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- 20.10 The District agrees to hold employees harmless and defend from any financial loss, including reasonable attorney's fees for actions arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act or failure to act by such employee, within or without of the school building, provided such employee, at the time of the act or omission complained of, was acting within the scope of his/her employment or under direction of the District.
- 20.20 Employees may, at all times, use such force as is lawful to protect self, a fellow employee, or a student from attack, physical abuse, or injury.
- 20.30 The District shall, through District insurance programs, reimburse employees for replacement of clothing or personal property damaged, destroyed, or stolen while employees are engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof, provided that the employee has registered such personal property with the building principal prior to loss and that such loss is not otherwise covered by the employee's personal insurance.
- 20.31 Employees shall not suffer any financial losses due to stolen, missing or damaged District property that is not the fault of the employee. Stolen or missing property must be promptly reported to local law enforcement and the District security department. Damaged property must be promptly reported to the school principal and the District's technology department. In the event the District determines that the property loss is the result of employee negligence, disciplinary action commensurate with the cost of the loss may be taken.
- 20.40 The District shall regularly provide training in Right Response or an equivalent program of positive behavior interventions, de-escalation strategies, and restraint techniques, to employees who are assigned to Elementary Social/Emotional, Sensory or Functional Skills and Academics classrooms or Secondary Positive Behavior Support or Functional Skills and Academics classrooms, or One-on-One positions at all levels. This training is a requirement of any such position, and new

employees and employees newly assigned to such positions shall be required to attend the first available training. Other employees who believe that they need such training may make a request to the Elementary or Secondary Special Education Director. Where practical, this training will be provided prior to the employee's assignment but not later than six (6) weeks following her/his assignment. The District shall notify employees directly of the required training as far in advance of the training as practicable. Employees will not be required to use professional hours for this training.

- 20.50 The District shall periodically offer training in student behavior management to other employees for whom section 20.40 does not apply. Training may be offered during non-student time, or employees may use their professional hours for this purpose.
- 20.60 When the District receives a request for public records about an employee, the District shall promptly notify the employee of the specific request. The District shall inform the employee that it will make available documents it intends to release to the employee and the Association, unless the employee objects to making the documents available to the Association. The District shall give the employee and Association a reasonable opportunity (five (5) business days whenever possible) to review the records, request copies, and raise any lawful objection to the release of such records prior to public disclosure. If the number of pages to be released is not greater than twenty (20), the District shall upon request, electronically send them to the Association, provided the employee has not objected.
- 20.70 The District shall provide a safe and healthy workplace.
- 20.80 The District shall enroll nonresident students who are the children of employees, and permit such students to attend at the school to which the employee is assigned; or at a school forming the District's K through 12 continuum which includes the school to which the employee is assigned; or at a school in the District that provides early intervention services pursuant to RCW 28A.155.065 or preschool services pursuant to RCW 28A.155.070, if the student is eligible for such services. The District may deny enrollment under this section if (a) the student's disciplinary records indicate a history of convictions for offenses or crimes, violent or disruptive behavior, or gang memberships; (b) the student has been expelled or suspended from a public school for more than ten consecutive days; or (c) enrollment of the student would displace a child already attending the school and who is a resident of the District. However, if a student admitted under this section is already admitted to a school, that student shall be permitted to remain enrolled at that school, or that K-12 continuum until he or she has completed his/her schooling. Students who are the children of District employees shall have preference and priority in boundary exception decisions over students who are children of non-employee parents. However, no student currently attending a school may be displaced by such preference.
- 20.90 All employees of this bargaining unit shall have access to review the relevant records (i.e. IEPs, Behavior Intervention Plans, 504s, etc.) for any student they are

regularly assigned to support. As long as the information is relevant to the employee and the provision of access to these records supports a legitimate educational purpose, access to these records shall be provided. Employees provided with access to these records will maintain the confidentiality of any records they receive.

- 20.100 **Early Release** - Early release time is for the purposes of collaboration, professional development, and regular duties. Employees shall not lose hours as a result of the early release schedule.

Employees shall consult with the teacher and/or the principal regarding the use of the time. The Principal and the SDLT representative shall agree on a school year schedule to utilize at least four early release occurrences per year for a meeting of ESP employees, led by the SDLT representative or their designee (or if no SDLT representative, by an individual agreeable to the Principal and the ESP Building Representative), to discuss issues relevant to their work (e.g. operational issues, student needs, professional development needs), and to facilitate two-way communication with the SDLT representative on decisions and other matters arising in SDLT meetings. An agenda of the meeting will be submitted to the building principal in advance of each meeting. With advance notice to the building principal, a designee of the Association may participate in these meetings as a resource.

<b>21.00</b>	<b>PROMOTION/TRANSFER/ REASSIGNMENT</b>
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- 21.10 The District shall, in making assignments, consider the interests and aspirations of its employees as well as the needs of the District. Requests by employees to transfer to a different position or building shall be made in writing to the Human Resources Office on electronic forms made available for that purpose. The request shall set forth the reasons for transfer, the school and position.

- 21.20 **Vacancy** – A vacancy shall be defined, for the purpose of this Agreement, as a position vacated and available through resignation, transfer, termination, retirement or created by the opening of a new school building or a newly created position.

- 21.21 When new positions are created or current existing positions are vacated, the building administrator with the approval of the Director of Human Resources can determine whether the hours will be added to existing bargaining unit members, whether one vacated six and one-half (6.5) hour position will become two (2) four (4) hour positions, or whether two (2) four (4) positions may be combined to equal one (1) six and one-half (6.5) hour position. Such decision shall not be made for the purpose of reducing the number of positions eligible for insurance benefits.

- 21.30 **Posting Procedures** – Vacant positions will be posted consistent with the following procedures.

- 21.31 All Level I vacancies, with the exception of School Assistant vacancies that are four hours or less, shall be posted for employees for seven (7) work days. The

timeline for posting will run from the first work day in which the posting is posted by 10:00 a.m. LAP, Title I and EL Paraeducators who wish to transfer and who make application for vacancies in those classifications shall be interviewed and selected provided they are qualified, prior to other applicants.

- 21.32 All registered nurse vacancies shall be posted via District e-mail for transfer by employees in that classification for seven (7) work days.
- 21.33 School Assistants who wish to transfer from one site to another shall notify the District's Human Resources office in writing.
- 21.34 All other vacancies will be posted for a minimum of ten (10) work days. The District shall determine whether to post positions internally or externally.
- 21.35 Nothing herein shall prohibit the District from maintaining open, continuous postings to establish hiring pools for vacancies not filled through transfer.
- 21.36 Job postings shall be e-mailed to Association building communicators and office managers for posting on staff bulletin boards, and posted on the District website.
- 22.37 Positions outside of the bargaining unit which allow for promotion will be posted on the District website.
- 21.40 **Application Procedures** – Employees wishing to apply for posted vacancies will make application to the Human Resource office in the prescribed manner.
- 21.41 Employees who meet the qualifications for vacancies shall be interviewed prior to outside applicants. If more than five (5) employees apply for a vacancy, the District shall interview a minimum of five as follows:
- Displaced senior employees within the job classification
  - Displaced senior employees from outside the job classification
  - Other employees in seniority order
- If less than five (5) qualified employees apply, all will be interviewed. The District's Human Resources office shall ensure compliance with this section.
- 21.42 Seniority shall control among employees applying where ability, skills and qualifications are equal. The hiring official shall provide the District's Human Resources office with the interview schedule, selection materials, interview notes and questions from the interview team.
- 21.43 The District agrees to promote, transfer, or reassign an employee who has applied for a vacancy at his/her request, rather than hire a new employee where the applicant's ability, skills and qualifications are equivalent.
- 21.44 Within twenty (20) calendar days after the position is filled, the applicant will be notified of the result of the application and interview. An employee not selected



for a vacancy shall, at his or her request, be provided the reasons for non-selection in writing.

21.50 **Summer Vacancies** – Whenever vacancies occur during the summer months when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be observed:

21.51 Employees with specific interests in transferring and in possible vacancies will notify the Human Resources Office of their interest, in writing during the last regular work week of school and shall include a summer address, e-mail address, and telephone number.

21.52 Should a vacancy occur, the Human Resources Office shall contact all displaced employees and other employees who have expressed an interest in said position by e-mailing the employee the job posting.

21.53 The employee(s) notified shall have the responsibility of making proper application for the posted position by the closing date on the job posting. Qualified applicants selected for an interview as per section 21.41 shall be contacted by email or phone to schedule an interview.

21.60 **Reassignment** – In the event that the District considers a change of assignment for an employee due to a change in program, student enrollment, or building staff needs, the employee shall be notified in writing at least thirty (30) days prior to the proposed transfer/reassignment provided that this thirty (30) days notice may be waived following consultation with the Association and the employee. The District will seek volunteers at the school or program site where the reduction is occurring, prior to involuntarily reassigning employees.

21.61 **Building Process** – When there are no volunteers for displacement, the District shall reassign the least senior employee in the job classification (or subclassification if a special education paraeducator), subject to the remainder of this Article. At the elementary level, there are four Special Education Paraeducator subclassifications; a) Learning Center and Mid-Level Blended; b) FSA (Functional Skills and Academic), Mid-Level Sensory, and Mid-Level Social/Emotional; c) One-on-One Special Education Paraeducators; and d) Early Childhood. At the secondary level, there are four subclassifications; a) Learning Center; b) FSA (Functional Skills and Academic), PBS (Positive Behavior Support), and Mid-Level; and c) One-on-One Paraeducators, including One-on-One Paraeducators in the ATP Program; and d) ATP job coaches.

21.61.1 Reassigning displaced employees is a priority. Displaced employees shall first be reassigned within the building to vacancies with the same number of hours in the same job classification or subclassification, per above, if they are a Special Education Paraeducator without the need to post positions. Building administrators shall notify employees of vacancies and reassign employees based on employee qualifications and preferences prior to displacement. Employees may decline reassignment within the

building and shall then be subject to displacement. At the elementary level, Learning Center and Mid-Level Blended positions not filled by Learning Center Paraeducators or Mid-Level Blended Paraeducators within the building will be posted.

21.61.2 An employee whose hours are reduced may (1) elect to be reassigned to a vacancy for which they are qualified within the building; or (2) may elect to reduce his or her hours rather than be displaced; or (3) may *elect to be* displaced. Displaced employees will be considered for vacancies in other buildings provided they make proper application by the closing date on the job posting pursuant to Article 21.

21.61.3 Employees in One-on-One Paraeducator assignments who have continuing status and whose students no longer require assistance may be reassigned to an FSA, PBS, Mid-Level Sensory, or Mid-Level Social Emotional (or Mid-Level at the secondary level) vacancy within a building or program prior to being displaced.

21.62 Employees displaced from a Learning Center or elementary Mid-Level Blended assignment shall be interviewed and selected for reassignment to vacant Learning Center and elementary Mid-Level Blended assignments prior to other applicants being considered, provided they are qualified.

21.63 An employee not assigned by the end of the second full week of August shall be placed in a remaining open position that preserves the employee's assigned hours. The priority of such reassignment shall be maintaining the employee's comparability of assignment, notwithstanding a displaced employee may not bump a less senior employee at another site or program to maintain comparability of assignment.

21.64 An employee involuntarily reassigned from one job classification or subclassification to another shall be interviewed and selected for a vacancy in the same job classification or subclassification with the same number of hours from which the employee was displaced, provided the employee makes proper application for the position and is qualified.

21.65 Registered Nurses shall be reassigned consistent with the Letter of Agreement for Nursing and Health Services in Appendix I.

21.66 School Assistants who have split shift hours or whose hours are reduced shall have first priority for the assignment of additional School Assistant hours at their work location, consistent with their qualifications and the scheduling needs of the school.

21.67 If an entire program is moved from one site to another, the employees assigned to that program shall be reassigned accordingly to the new site.

21.70 **School Year Only Employees** – School year only employees have a specific, limited term of employment but are otherwise subject to the terms and conditions

of the Agreement. The District shall employ school year only employees on the following basis.

- 21.71 Contingent staffing, including staffing conversion, building budget, split class staffing, and grant-funded positions (not including categorical funded positions).
- 21.72 Special Education Overload, including hours added because of enrollment fluctuations or special student needs.
- 21.73 One-on-One Paraeducators for the first year of their employment, after which time the students continued need for assistance and the effectiveness of relationship between the students and the paraeducators will be considered.
  - 21.73.1 One-on-One Paraeducators who are rehired after the initial year will have continuing employment status.
  - 21.73.2 If a student no longer requires a one-on-one paraeducator, is no longer enrolled, or changes schools or program to the extent the One-on-One Paraeducator is not appropriate to the new assignment, the employee in the assignment will be displaced and subject to reassignment consistent with this Article. However, prior to displacement, One-on-Ones at the Adult Transition program (ATP) Pathways and Networks program shall be offered vacancies (One-on-One and Job Coach positions) in seniority order provided they meet the abilities, skills and qualifications required for the position and job assignment/location. They will be offered in seniority order to employees meeting the abilities, skills and qualifications, first at the ATP Program to which they are currently assigned, and if no vacancy exists there or is filed by a more senior One-on-One in this situation, then to the other ATP Program. Any assertion that an employee lacks abilities, skills and qualifications shall be documented in writing.
  - 21.73.3 One-on-One Paraeducators whose student is assigned to an Adult Transition Program may decline an assignment following the student to ATP. They may opt instead to either stay at the high school to which they are currently assigned, if there is a vacant One-on-One assignment for which they are suitable, or may elect to be displaced and subject to the Promotion/Transfer/Reassignment provisions of this Article.
  - 21.73.4 If the District determines that it does not have sufficient staffing capacity, it may first layoff displaced one-on-one paraeducators based on their seniority.
- 21.74 If, prior to October 1, a school year only position is authorized the succeeding year at the same building with substantially similar hours and working conditions, the hiring supervisor with the agreement of the Human Resources Director, may place the employee who held the position the previous year in the position without the

need to post the vacant position. In such cases, the employee will accumulate longevity and seniority as if he/she had held the position continually.

- 21.75 School year only employees not re-employed pursuant to the provisions of sections 20.73.2 and 20.74 may apply for posted vacancies September 30 of the following school year. An employee not reassigned by September 30 will terminate employment.
- 21.76 If during the school year, a student assigned to a one-on-one paraeducator leaves the District or no longer requires support, the District shall offer the employee another assignment with no reduction in hours for the remainder of the school year.
- 21.77 Employees with continuing status may apply to and be selected for one-on-one and overload paraeducator positions without loss of their continuing status. Employees with continuing status who are displaced into school year only positions shall retain their continuing status.
- 21.80 **Conversion of Hours for Paraeducator Positions** - Conversion of paraeducator positions to positions with more assigned hours shall be implemented by offering the additional hours in seniority order within the school to existing paraeducators, so long as the hours meet the needs of the school and/or program. When positions with more assigned hours are vacant (or in the event no paraeducator wishes to accept the additional hours), the position shall be posted pursuant to the collective bargaining agreement for the ESP bargaining unit. If hours are added to a paraeducators assignment and the paraeducator declines the assignment with more hours, they may be reassigned to another vacant position within the building for which they are qualified or displaced to another assignment. In the event a reduction in force becomes necessary, after all alternatives have been jointly examined, it shall occur under the terms of the collective bargaining agreement.
- 21.81 The District and the Association may collaborate to examine alternatives to displacements caused by this conversion by problem-solving at each school, and at times delaying individual conversions to positions with more assigned hours.
- 21.82 Where there are pairs of four hour paraeducators, they shall be maintained at four hours until such time as one of them vacates the position. At that time, the other may elect to accept conversion to a position with more assigned hours, or shall be displaced at the end of the school year, with the position with more assigned hours posted.
- 21.90 Nurse Transfers
- 21.91 When nurse vacancies occur they shall be filled in the following manner:
- 21.91.1 If the vacancy occurs at a school whose projected enrollment falls below the threshold for a 7.5 hour nurse, that vacancy will be filled in accordance with the staffing model and the employee hired will not be subject to the 7.5 hour workday standard.

- 21.91.2 If the vacancy occurs at any school whose enrollment generates a 7.5 hour nurse (elementary, junior high, high school), then the employee at the smallest elementary school still staffed with a 7.5 hour nurse, that falls below the threshold for a 7.5 hour nurse, will be offered the choice between an involuntary transfer to a 7.5 hour vacancy or staying at their current location and accepting a reduction in hours consistent with the staffing model. Once an employee accepts a reduction in hours rather than an involuntary transfer, then that employee has relinquished the right to a 7.5 hour work day.
- 21.91.3 If the 7.5 hour vacancy is at the secondary level and the employee identified in (b) above chooses to transfer, the employee will be provided training appropriate to an assignment as a secondary nurse. Such training will be provided at District expense.
- 21.91.4 If there are two or more 7.5 hour vacancies, and it is necessary to transfer two or more elementary nurses to implement the staffing model, then the most senior of the affected elementary nurses shall be given the first choice with respect to transfer.
- 21.92 Nurses involuntarily transferred pursuant to this Letter of Agreement shall be provided up to 15 additional hours to move, to be paid as worked and recorded on the employees' timesheets.
- 21.93 Nurses currently assigned to schools where staffing will be reduced shall be listed in seniority order. In seniority order, they may select from positions as follows:
- They may select from among vacant positions that are to be staffed by a single nurse.
  - They may select to remain at their own school and its paired school (thus displacing the less senior nurse in their paired school); or may select a pair of schools that has been vacated by both nurses.
  - After the initial selection, a reassigned nurse may agree to switch assignments with another nurse and submit this request to the Supervisor of Nursing Services, who shall consult with the affected building administrators and grant or deny the request based on the operational needs of the District.
  - The District shall provide one day of release time to reassigned nurses prior to the end of the school year to meet and transition with the nurses currently assigned to the school sites.
- 21.94 Nurses who are involuntarily displaced, or those voluntarily displaced in order to directly accommodate reductions in nurse staffing, will receive up to fifteen (15) hours for actual hours worked, for transition activities, moving and setup at their new school assignment.
- 21.95 By August 1, 2008 If the District reduces nurse staffing, the District shall notify parents and school staff at the affected schools of the change in staffing levels.

Parents of newly enrolling students with life-threatening conditions of those requiring services of a licensed nurse shall be asked to contact the Supervisor of Nursing Services by August 15.

- 21.96 In the event that the District reduces the hours for a nurse position, schedules of employees at affected schools shall be decided by the Supervisor of Nursing Services, nurse and principal, based on the medical needs of students and the professional role of the school nurse. If the parties cannot reach agreement, the Supervisor of Nursing services will determine the nurse's work schedule.
- 21.97 The District and Association recognize that in the event that nurse staffing is reduced transition to reduced nurse staffing, nurses will be authorized to use professional judgment in resolving issues related to establishing work priorities and communication issues.

<b>22.00</b>	<b>PERSONNEL FILE</b>
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- 22.10 Employees shall upon request have the right to inspect the contents of their complete personnel files kept within the District and to attach his/her own written comments to any material therein. Upon request, a copy of any documents contained in the personnel files shall be afforded the employee at cost. Other than processed grievance files and anecdotal records, no other additional files shall be kept. Such anecdotal records belong to the administrator creating them and will be destroyed or removed after three years from the date of making of the anecdotal record, provided the concern is not repeated during the three-year period. When anecdotal records involve documentation of performance concerns or misconduct of a re-occurring, similar nature or evidence a pattern, they may be retained beyond three years to document the ongoing concern and preserve the record of such. Once the repeat/pattern concern is eradicated and there is no re-occurrence within three years from the last occurrence, then the record will be destroyed.
- 22.20 At the employee's request, a witness may be present in a review of their District personnel file. The employee may generate a list of documents included within a personnel file and upon request have it initialed by a Human Resources Department employee.
- 22.30 Any derogatory reference to an employee's competence, character, or manner that could form the basis of a disciplinary or adverse action shall not be placed in the personnel file without the employee's knowledge and such reference shall not be retained in a personnel file beyond three (3) years from the date of inclusion. The employee shall have the opportunity to attach comments to any derogatory reference prior to its inclusion in the employee's personnel file. The employee may request that any derogatory reference or reprimand be removed from the Personnel File at the end of one (1) year of its inclusion. Excluded from this section shall be evaluation records. This section is intended to comply with RCW 28A.400 regarding the retention and disclosure of investigatory records related to sexual misconduct.

<b>23.00</b>	<b>LETTERS OF EMPLOYMENT AND NOTIFICATION</b>
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- 23.10 Each new employee shall be given a written copy of his/her hiring in a personnel action statement containing the following information:
- A) Employee's name;
  - B) Salary placement;
  - C) Authorized work year;
  - D) Number of hours authorized per day;
  - E) Work location;
  - F) Job Classification.
- 23.20 Letters of notification regarding continued employment for the ensuing year shall be sent to each employee. The District will notify employees as to their status prior to the end of the school year or fiscal year, whichever is first.
- 23.30 Employees whose positions are in question due to funding uncertainties will receive written notice prior to the end of the work year.
- 23.40 Whenever the District becomes aware that positions are to be terminated, the District will notify the affected employees in writing no less than thirty (30) days prior to the termination date and the reduction in force provisions of this contract will apply.

<b>24.00</b>	<b>SUPPORT PERSONNEL DUTIES</b>
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- 24.10 The Association and the District recognize the importance and advantages of utilizing Support Personnel in the classroom.
- 24.20 Support Personnel shall not perform any instructional duties normally performed by classroom teachers except while under the supervision of a certificated employee.
- 24.30 Support Personnel employees may be utilized in an instructional format to share instructional and educational duties with classroom teachers in school consistent with state laws, regulations and these Agreements.
- 24.40 A paraeducator shall not be required to pack or assist with moving in the case of a teacher transfer or reassignment. If the paraeducator agrees to perform such duties outside of his/her normal work shift, s/he shall be compensated for all hours worked.
- 24.41 If an employee is involuntarily transferred to another worksite or classroom that requires the moving of materials related to her/his position, the employee shall be provided up to four (4) hours of compensated time for moving, unless the employee

has been relieved of her/his regular duties in order to accomplish the move during the employee's assigned shift.

- 24.50 Pursuant to RCW 28A.210.280, employees, except those licensed under Chapter 18.79 RCW who have not agreed in writing to perform clean, intermittent bladder catheterization as a specific part of their job description, may file a written letter of refusal to perform clean, intermittent bladder catheterization of students. This written letter of refusal may not serve as grounds for discharge, nonrenewal, or other action adversely affecting the employee's contract status.
- 24.60 Employees shall dispense medication in accordance with state law.
- 24.70 Following the adoption of new curriculum by the District and upon a request by the Association, the District and the Association shall meet and confer on material and training needs of employees related to the curriculum adoption.
- 24.80 If a paraeducator or school assistant in a secondary general education class is assigned for less than the entire class period, the employee may request to have a discussion with the principal and/or teacher regarding the impacts of such assignment on the employee's ability to provide educational support to the students and possible alternatives. If requested, such a discussion shall happen within five (5) working days.
- 24.90 Employees who note a concern with recess supervision shall report the concern to the building administrator. The building administrator will discuss the concern with the employee, and if applicable, observe recess to review the concern. The administrator will respond to the employee in writing within ten (10) working days regarding how the concern will be addressed.
- 24.100 An employee assigned to work directly with a student on an Individualized Education Plan (IEP) shall receive or have access to a copy of the IEP within ten (10) working days of the student's assignment, or within five (5) days of the District receiving the IEP.
- 24.101 When information is known, students who have exhibited or have a history of violent or threatening behavior will be promptly identified to staff on a need to know basis by an administrator or designee. To assist in avoiding injury to staff and students, sufficient confidential information will be shared with employees in accordance with the rules and regulations of the Federal Educational Rights and Privacy Act (FERPA) as now or hereafter amended.

<b>25.00</b>	<b>EMPLOYEE ABSENCE</b>
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- 25.10 Employees anticipating a planned absence from duties shall notify his/her building administrator or designee as soon as practicable prior to the absence and consistent with the leave provisions of this Agreement.



25.20 Upon request of the building administrator or designee, a substitute, when available, will be provided by the District when an employee is to be absent from his/her regular duties.

<b>26.00</b>	<b>STAFF DEVELOPMENT TRAINING</b>
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26.10 A fund of twenty-five thousand dollars (\$25,000) will be available for individual staff development training that may include tuition, registration fees and substitutes. These funds may be utilized to pay employees their regular hourly rate of pay to administer the fund, and to organize ESP Day and other staff development events. Unexpended funds shall be carried forward from one fiscal year to the next fiscal year. Prior approval from the ESP Board for use of this fund must be obtained. Consideration for approval will be based upon: (1) funds available, (2) relationship to employee's immediate job performance or future planned responsibilities, (3) District needs, (4) individual growth adding to the employee's abilities, skills, job-related interests and professional or personal growth, and (5) the employee's access to other professional development funds.

26.20 The District and Association shall continue to collaborate through Labor Management meetings on an ongoing basis to create and offer differentiated relevant professional development opportunities outside the school day for all ESP staff members, including ESP staff members who are new to the District and/or new to their positions. The District and Association shall specifically target the productive use of carry over professional development funds to support expanded professional development offerings in the 2016-17 school year.

26.30 Paid hours for in-service training are provided for all members of the bargaining unit. Refer to Articles 12.20, 12.21 and 12.30 of this agreement.

26.40 Staff development as offered to all members of the bargaining unit shall be in a variety of geographical locations and at times which are as convenient as possible for the majority of those employees participating.

26.50 Compensation at the employee's regular rate of pay or release time will be provided for required District or State programs which can include first aid training and student testing.

26.60 Evidence of completion of degree or certificate granting programs will be accepted by the District for recording purposes in the personnel file.

26.70 The District shall provide \$10,000 per year for use as scholarships for members working toward education certification under the provisions contained in Appendix G set forth in this Agreement.

**Professional Standards Program**

Employees who have achieved higher levels of certification or degrees will be eligible to receive incentive pay at the highest level listed in the following sections. Employees qualifying at more than one level will receive only one level of incentive pay.

The District recognizes the Professional Standards Certificate as issued by the National Association of Educational Office Personnel with the following provisions beyond the salary schedule:

September 1 2019 -  
August 31, 2020

Basic Standards Certificate (NAEOP)/Advanced Paraeducator Certificate	\$ 905 Per year
Associate Professional (NAEOP)/AA Degree	\$1063 Per year
Advanced I (NAEOP)	\$1178 Per year
Advanced II (NAEOP)	\$1303 Per year
Advanced III (NAEOP)	\$1445 Per year
Professional Bachelor's Degree (NAEOP)/BA or BS Degree	\$1599 Per year
Professional Master's Degree (NAEOP)/MA or MS Degree	\$1663 Per year
Level II or III Employee with MA/MS Appropriate to the Job (no ESA)	\$3060 Per year
Level II or III Employee with ESA Appropriate to the Job	\$3060 Per year
Level II or III Employee with ESA Appropriate to the Job and MA/MS Appropriate to the Job	\$4589 Per year

Employees must submit confirmation of their NAEOP certification to the District by August 31, 2020, in order to receive a new level of stipend based on certification from NAEOP. All employees who received incentive pay in the 2019-20 school year will be maintained at the stipend amount they received in the 2019-20 school year or paid the appropriate stipend, whichever is higher. Increases to stipend amounts shall also be applied to increases for employees maintained on stipend levels that are sunsetted for new employees after 2020.

September 1 2020 -  
August 31, 2021

Advanced Paraeducator Certificate	\$ 905* Per year
AA Degree	\$1063* Per year
BA or BS Degree	\$1599* Per year

MA or MS Degree	\$1663* Per year
Level II or III Employee with MA/MS Appropriate to the Job (no ESA)	\$3060* Per year
Level II or III Employee with ESA Appropriate to the Job	\$3060* Per year
Level II or III Employee with ESA Appropriate to the Job and MA/MS Appropriate to the Job	\$4589* Per year

\* These amounts reflect 2019-2020 rates. Beginning September 1, 2020, these amounts will increase by the percentage specified in Article 45.70.

- 26.81 For PSP purposes, three and one-half (3.5) hour employees shall be considered full-time and shall be eligible for full PSP stipends. Employees employed for less than three and one-half (3.5) hours shall be eligible for one-half of the PSP stipend.
- 26.82 Such payment shall begin on the month immediately following the employee's submission of the appropriate records to the Director of Human Resources.
- 26.83 If OSPI or the Professional Educator Standards Board develops standards for clock hours for ESPs, either party may request to reopen this section of the contract to discuss incentives for continuing professional development.

<b>27.00</b>	<b>RESIGNATION AND TERMINATION</b>
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- 27.10 Employees who are terminating from District employment shall submit to the Human Resources Office a fifteen (15) calendar day written notice of resignation, unless otherwise mutually agreed, stating the last date the employee will work. A copy of the notice shall be provided to the immediate supervisor.
- 27.20 Unless otherwise provided herein, the District shall provide employees with thirty (30) days written notice of termination. Such notice shall state the specific cause(s) of termination.

<b>28.00</b>	<b>RETIREMENT</b>
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- 28.10 Retirement provisions and benefits for members of this bargaining unit are determined by the State Legislature and administered by the Public Employees Retirement System.
- 28.20 **Voluntary Employee Beneficiary Association (VEBA)** - Any eligible employee of this bargaining unit retiring during the term of this Agreement shall have his/her sick leave buyout payment remitted directly to a Post-Retirement Medical Reserve Trust Program. Such a program will provide reimbursement of medical, dental, and vision expenses to eligible employees. For eligibility, the retiring employee must complete the appropriate enrollment form and sign the hold harmless provision. The hold harmless provision shall protect the District and Association from all legal

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

**29.00 EMPLOYEE FACILITIES**

- 29.10 The District shall provide furnished faculty lounges, dining areas which may incorporate faculty lounges, restrooms, appropriate office or classroom furniture, and parking space for employees.
- 29.20 Employees may be issued keys consistent with security needs as determined by the District and/or the building principal.
- 29.30 Employees shall have adequate heat, light, water, and air to perform their duties effectively.
- 29.40 Upon request by an employee, the District shall provide a locked space to safely store personal belongings. (e.g., purse, keys, outerwear, etc.).

**30.00 CLOTHING, TECHNOLOGY, AND EQUIPMENT**

- 30.10 In recognition of expenses incurred by the employee due to work-related wear and tear on clothing, employees regularly assigned to outdoor duties and/or swimming instruction will receive an annual allowance. New employees, once they have completed their probationary period, shall receive the allotment as current employees but prorated for the year from their hire date. Employees who support swimming instruction will receive \$100 annually. Employees who support outdoor supervision will receive \$200 annually.
- 30.20 **Computer Technology needs** - In order for employees to carry out their duties most effectively, they must have job appropriate access to technology that will allow them to:
  - 1) Have access to the Internet.
  - 2) Use the District's e-mail program.
  - 3) Open necessary attachments that may accompany e-mail.
  - 4) Have access to the Districts staff directory and District newsletters.
  - 5) Utilize productivity tools such as Microsoft Office as appropriate to their job.
- 30.21 For instructional purposes, employees should also have ready access to technology that provides them appropriate instructional resources, as defined by the employees' supervising teachers and administrators.

- 30.22 Employees shall first address their computer technology needs to the building administrator or shared decision-making leadership team for problem-solving based on the above standards. If the issue cannot be resolved at the building level, employees may request a joint meeting with their principal and a District Technology Department designee with the authority to allocate the requested resources to determine appropriate solutions based on the particular work of the employee and the needs of the school. Such determinations shall be made and appropriate solutions implemented in a timely manner. The determination shall be memorialized in writing and is not subject to the grievance process.
- 30.23 Employees may request technology training from the District Technology Director in order to obtain the skills necessary to most effectively implement technology in their work. This training may be planned in connection with employees in other buildings.
- 30.30 Special education instructional staff (teachers and paraeducators) in various classrooms with more restrictive environments (currently any service model other than Learning Center), or if needed upon request to the building administrator based on student needs, will be provided access to communication devices that allow staff to communicate with one another immediately and discreetly when working outside of their home classroom.

<b>31.00</b>	<b>REDUCTION IN THE WORK FORCE</b>
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- 31.10 **Conditions Necessary for Layoff** - The District has the responsibility to establish the educational programs, services and staff in accordance with the District's basic educational goals and program continuity consistent with the financial resources available.
- 31.11 It shall not be construed as a reduction in the work force when four (4) hour positions fluctuate between four (4) and six and one-half (6 1/2) hours depending on workload fluctuations of the assignment.
- 31.12 No employee shall be laid off as a result of special levy failure prior to the end of the contract year.
- 31.13 If a reduction in the work force is necessary, the number of individual employees will be reduced rather than a reduction in hours for all employees.
- 31.14 Every effort will be made to allow a reduction in the work force to occur through normal attrition which will include resignation and termination and retirement.
- 31.15 Prior to the application of the provisions of this Article, the District and the Association shall meet to discuss the impact of the reductions and implementation of these provisions.

- 31.20 **Seniority** – seniority shall be defined as the length of an employee’s continuous service with the District as a member of the bargaining unit, as determined by the employee’s most recent hire date into a bargaining unit position, unless such seniority shall be lost as hereinafter provided.
- 31.21 In the event that two (2) or more employees have the same hire date, tie breakers shall be applied in the following order:
- A. District-wide seniority as determined by the employee’s initial hire date into a continuing position with the District.
  - B. Lot drawing.
- 31.22 An employee’s seniority shall be lost for the following reasons:
- A. Resignation
  - B. Discharge
  - C. Retirement
  - D. Failure to return to work in response to a call-back from layoff.
- 31.23 An employee’s seniority shall not be lost but shall be adjusted for the following reasons:
- A. Time spent on authorized unpaid leave of absence in excess of ten (10) workdays.
  - B. Time spent on layoff status as provided in this Agreement.
- 31.24 An employee’s seniority shall not be lost or adjusted for the following reasons:
- A. Time lost by reason of industrial injury.
  - B. Time lost by reason of jury duty.
  - C. Time lost for the purpose of serving in the Armed Forces of the United States.
- 31.25 Seniority lists for staff adjustments shall be established for all employees each year with a copy given to the Association by December 1st.
- 31.26 Seniority will accrue in separate classifications as listed in Appendix B. If an employee transfers from one classification to another within this bargaining unit, that employee's seniority shall transfer with him/her. For the purpose of layoff and recall, total seniority will apply to classifications as listed in Appendix B.
- 31.30 **Staff Adjustment Guidelines Layoff** – Layoff shall be defined as a necessary reduction in the work force beyond normal attrition for economic reasons.
- 31.31 The District shall have the discretion to protect up to five (5) positions for program continuity outside of the seniority process.
- 31.32 With the exception of positions identified pursuant to section 31.31, in the event the District determines the need to reduce the number of positions in a classification

in Appendix B and the number of employees in the classification exceeds the number of positions, the employee with the least seniority in such classification shall be the first to be laid off.

- 31.33 An employee identified for layoff pursuant to section 31.32 may be assigned to a vacancy in another classification provided the employee possesses the qualifications for such an assignment.
- 31.34 Should no vacancy exist, if such employee has previous, successful work experience in another classification and has greater total seniority than the least senior employee in that classification, he or she may, at his or discretion, exercise the right to bump that least senior employee.
- 31.35 Employees who are assigned outside their current job assignment as a result of layoff shall be provided necessary retraining and orientation to the new assignment without cost to the employee.
- 31.40 **Assignment and Transfer of Retained Employees** - After the necessary staff adjustments have been determined, the District shall:
- 31.41 Examine the reduced needs of the educational programs and services of the District;
- 31.42 Assign retained employees on the basis of seniority as defined above and as relates to the Transfer and Reassignment section of the Agreement.
- 31.50 **Provisions for Re-employment of Terminated Employees from the Re-employment Pool.**
- 31.51 In the event of layoff, affected employees are to be placed on a re-employment list maintained by the Human Resources office according to seniority within each classification. It is the employee's responsibility to keep his/her address and telephone number current with the District.
- 31.52 Laid off employees in the reemployment pool will be offered vacancies by seniority in the same classification held prior to the layoff. When the pool does not contain employees in the same classification as the vacant position, the position will be offered by seniority to other employees in the pool, provided they are qualified.
- 31.53 Accumulated sick leave and seniority accrued at the time of termination shall be retained for those employees in the re-employment pool.
- 31.54 Employees on layoff status may continue to participate in insurance programs as allowed by federal law (COBRA), when premiums are paid by the employee.
- 31.55 A laid off employee shall, upon application, and at their option, be granted priority status on the substitute list according to their seniority.

- 31.56 Notices of recall will be sent by certified or registered mail to the last known address as shown on the District's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the District notified as to his/her current mailing address. A recalled employee shall be given fifteen (15) calendar days from the time the notice is mailed to report to work unless there is mutual agreement for an extended period of time. The District may fill the position on a temporary basis until the recalled employee can report for work providing the above time limitations are met.
- 31.57 The District shall maintain the re-employment pool for one (1) full year following the reduction in the work force and until October 31 of the subsequent year. If an employee is not re-employed by October 31 of the subsequent school year, said employee will be dropped from the re-employment pool.

<b>32.00 LEAVE OF ABSENCE</b>
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- 32.10 An employee shall, upon written request, be granted a leave of absence for a period of one year without pay provided the employee has completed three or more cumulative years of service. Each employee desiring a leave of absence shall apply to the Human Resources Director prior to May 1 of the year preceding the leave period. An employee may apply for leave of absence without pay for study leave, family illness, travel and other purposes, but may not be granted a leave for other employment. At the expiration of the leave, the employee shall return to work with the same rate of pay, number of hours and benefits provided that the employee has not been terminated in accordance with the reduction in the work force section of the Agreement.
- 32.20 An employee may be granted a leave of absence for a period of less than one year without pay provided the employee has completed three or more cumulative years of service and makes application to the Human Resources Director on forms provided for that purpose, at least two weeks prior to the commencement of the leave. The Human Resources Director shall determine whether to grant the leave to the employee based on all the facts, the welfare of the employee and the welfare of the District. An employee may apply for leave of absence without pay for any reason but may not be granted a leave for other employment. At the expiration of the leave, the employee shall return to work with the same rate of pay, number of hours and benefits provided that the employee has not been terminated in accordance with the reduction in the work force section of the Agreement.
- 32.30 An employee shall be granted a leave without pay of up to two years in duration to complete a teacher certification program at a regionally accredited university with whom the District has a partnership agreement, provided the employee has completed three or more cumulative years of service and makes application to the Human Resources Director on forms provided for that purpose. At the expiration of the leave, the employee shall return to work with the same rate of pay, number of hours and benefits provided that the employee has not been terminated in accordance with the reduction in the work force section of the Agreement.



- 32.40 An absence of short duration without pay, not to exceed ten (10) days, for reasons other than those specified in this agreement may be requested, and granted at the discretion of the employee's supervisor in consultation with the Human Resources Director, provided the employee makes the request in advance of the leave on forms provided for that purpose.
- 32.50 Employees may continue any insurance benefit coverage as allowed by the insurance carrier at the group rate provided the employee pays the premium.
- 32.60 Employees hired as temporary replacements for employees on leave of absence shall not be covered by the Termination and/or Reduction in the Work Force sections of this Agreement.

<b>33.00</b>	<b>CITIZEN RESPONSIBILITY LEAVE</b>
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- 33.10 **Jury Duty Leave** - Each permanent employee shall be granted leave for subpoenaed court appearance or jury duty at full pay. Any compensation received for this duty shall be retained by the employee to cover allowable expenses.
- 33.11 Employees shall notify his/her immediate supervisor and the Director of Human Resources as soon as possible upon receiving notice of subpoena or jury duty to arrange for such absence.
- 33.20 **Public Service Leave** - The District shall grant leave without pay to any employee who has been elected to a local, state or national governmental office. Upon return to the District, the employee shall be assigned the same position he/she had prior to leave, provided the employee notifies the District in writing by May 15 of the year of the leave that he/she shall return. In the event such notice is not given or that the employee's position has been eliminated, he/she shall be returned to a position of like nature and status. The employee shall retain all seniority, but shall not accrue benefits and salary increments.

<b>34.00</b>	<b>ILLNESS, INJURY, EMERGENCY LEAVE AND FAMILY MEDICAL LEAVE</b>
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- 34.10 Each employee of the District shall accumulate and may utilize illness, injury and emergency leave according to the following provisions:
- 34.20 At the beginning of each work year each employee will be credited with twelve (12) days [i.e., forty-eight (48) hours for four (4) hour employees; seventy-eight (78) hours for employees working six and one-half (6.5) hours per day, etc.] of illness, injury or emergency leave, which will accumulate from year to year up to a maximum of one hundred eighty (180) days and such accumulated leave may be taken at any time during the school year.

- 34.30 The District may require an employee using illness or injury leave to provide the District with a physician's certificate or with a notarized statement executed by the employee attesting that such leave was taken for the employee's personal illness or injury. Failure upon demand to provide the District with said certificate or statement may result in a salary deduction.
- 34.40 Accumulated days of illness, injury and emergency leave may be used as emergency leave, provided that such emergency leave is used for one or more of the following purposes:
- 34.41 Any medical, mental health, or disabling condition of persons in the employee's immediate family or household which requires treatment or medication that the person cannot self-administer or which would endanger the person's safety or recovery without the presence of the employee.
- 34.42 Court appearance or hearing in which the employee is an individually named defendant or respondent.
- 34.43 Birth of a male employee's child.
- 34.44 Disaster created by forces of nature having serious deleterious effects upon the employee's property, health or family safety.
- 34.50 Emergency leave days not used shall accumulate annually with illness and injury leave days for each employee.
- 34.60 Illness, injury and emergency leave days shall be allotted on a pro rata basis for employees entering service during the school year.
- 34.70 Misuse of illness, injury or emergency leave by an employee shall constitute probable cause for disciplinary action.
- 34.80 Provisions for payment of unused illness, injury and emergency leave are found in Appendix E, Attendance Incentive Program.
- 34.90 Employees may participate in the District's leave sharing policy, attached to this Agreement as Appendix F.
- 34.100 **Family Medical Leave** - An employee, whether male or female, is entitled to twelve (12) work weeks of family and medical leave during any twelve (12) month period (July 1-June 30). An eligible employee is anyone who was employed by the Northshore School District for a total of 52 weeks for at least 1250 hours of service during the previous 52 weeks.
- 34.101 The family and medical leave may be taken for the following events:
- 34.101.1 Birth of a child and the need to care for a newborn child;

- 34.101.2 Placement of a child with the employee for adoption or foster care that requires state action;
  - 34.101.3 Care for a child, spouse, or a parent who has a serious health condition; or
  - 34.101.4 The employee has a serious health condition.
  - 34.101.5 If both parents of a child are employed by the District, together they are entitled to a total of twelve (12) weeks of leave and leave may be granted to only one parent at a time.
  - 34.101.6 Leave taken to care for a newborn or newly adopted child must be completed within twelve (12) months after the birth or adoption.
- 34.102 The District may require certification (and subsequent recertification to support continuing leave) for medical leave and may require the employee to obtain a second medical opinion at the District's expense. The District may also require periodic reports from an employee on family and medical leave regarding the employee's status and intent to return to work.
- 34.103 "Child" is defined as a biological, adopted, or foster child, a stepchild, a legal ward who is under 18 years of age or incapable of self-care due to a mental or physical disability. A "serious health condition" is one caused by illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.
- 34.103.1 Prenatal care is explicitly included; industrial injuries and routine physical examinations are explicitly excluded.
- 34.104 The family and medical leave shall be without pay for all or part of the leave; however, the employee may choose or the District may require the employee to use her/his accrued paid leave as part of family and medical leave. Health benefits provided under any medical plan will be continued for the duration of the family and medical leave at the level and under the conditions that coverage would have been provided if the employee had continued in employment during the leave. Any additional employee premium payments for health benefits must be made to the Payroll office. Failure to make premium payments within thirty (30) days of the due date of the health benefit premium may result in cancellation of health benefit coverage.
- 34.105 The family and medical leave is in addition to any leave for sickness or temporary disability because of pregnancy or childbirth. However, the employee may use accumulated paid leave only for the period of actual disability attributable to pregnancy or childbirth.
- 34.106 An employee who plans to take family and medical leave must provide the District with written notice at least thirty (30) days in advance, unless the family and

medical leave is not foreseeable, in which case the employee must notify the District of the expected leave as soon as possible.

- 34.106.1 District approval is required for family and medical leave taken on an intermittent basis (such as working a reduced work week) for the purpose of birth or because of the placement for adoption or foster care. Family and medical leave, to care for a seriously ill family member or because of the employee's own serious health condition, may be taken whenever medically necessary. If an employee requests intermittent leave to care for a seriously ill family member or for the employee's own serious health condition, and the need for leave is foreseeable based on planned medical treatment, the District may temporarily transfer the employee to an available alternative position with equivalent pay and benefits if the employee is qualified for the position and it better accommodates recurring periods of leave than the employee's regular job.
- 34.107 Upon returning from family and medical leave, the employee is entitled to be returned to the same position s/he previously held or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.
- 34.108 Two (2) weeks before the employee's anticipated return-to-work date, the employee must report to her/his supervisor and to Human Resources and give notice of her/his intention to return to work.
- 34.109 If an employee fails to return to work within three (3) days after the date on which s/he was supposed to return to work, that employee will be presumed to have voluntarily resigned her/his position with the District. If an employee fails to return to work for reasons within her/his control, the employee shall reimburse the Northshore School District all insurance premiums paid on the employee's behalf during the entire term of her/his leave.

<b>35.00</b>	<b>PAID FAMILY AND MEDICAL LEAVE (PFML)</b>
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- 35.10 Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. Commencing September 1, 2019, the District shall pay the 0.1467% wage premium and the employee shall pay the 0.2533% of his/her individual wage premium to fund this leave. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during period of approved PFML leave.

<b>36.00</b>	<b>PERSONAL LEAVE</b>
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- 36.10 The District shall grant each employee two (2) days of personal leave, figured at the actual hours worked per day, with pay for personal reasons.
- 36.20 Personal leave may be used for personal matters. No more than fifteen (15) employees may use personal leave on a day adjacent to a holiday or vacation break. Only the first fifteen (15) such requests on any given day shall be granted.
- 36.30 Personal leave shall be cumulative to a maximum of eight (8) days.
- 36.40 Personal leave for three (3) consecutive days or more, except in cases of unanticipated circumstances, will be scheduled with the employee's supervisor at least one week in advance.
- 36.50 Employees whose religious affiliation requires observance of mandatory holy days during the work year and during work hours shall be granted one day of leave for this purpose. An employee may also use personal leave for such purposes.
- 36.60 All employees may elect to receive monetary compensation for unused accumulated personal leave as specified in Appendix E.

<b>37.00</b>	<b>TEMPORARY DISABILITY LEAVE</b>
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- 37.10 The District shall grant to an employee, who for medical reasons (physical or mental) cannot perform his/her duties, a temporary disability leave without pay under the following provisions:
- 37.11 Temporary disability may be taken before or after the benefits under illness and injury leave have been totally expended.
- 37.12 Temporary disability leave shall last for the length of the actual disability but under no circumstances shall exceed twelve months. An extension for up to an additional twelve months may be requested in writing by the employee. The District shall have the right to approve or disapprove the disability leave extension request.
- 37.13 The District reserves the right to call for a doctor's certificate as proof of disability.
- 37.20 Before an employee who is on a temporary disability leave may return to work status, the employee must notify the District in writing of his/her intention to return to work and suggest a proposed return date. Such notice to the employer shall be at least two weeks in advance, except in cases where the leave was granted for the remainder of the school year but before May 1, then such notice must be given by May 15 of the year of the leave, notifying the District of intent to return the following school year. Before an employee will be returned to work, a doctor's statement certifying that the employee is able to return to work must be submitted to the District.

37.21 While an employee is on a temporary disability leave the employee shall retain but not advance additional benefits, seniority or experience for salary increments.

37.30 Insurance eligibility and benefits may be continued at the employee's option and at the employee's own expense where permitted by insurance company agreements and consistent with provisions of COBRA.

<b>38.00</b>	<b>BEREAVEMENT LEAVE</b>
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38.10 Each employee shall be allowed paid bereavement leave, not deducted from illness, injury and emergency leave, to make arrangements for and/or attend a funeral. Bereavement leave will be figured at the actual hours worked per day and will be granted according to the following schedule:

38.11 Five (5) days for the death of the employee's mother, father, spouse, child, brother, sister, or others living in the same immediate household.

38.12 Three (3) days for the death of the employee's brother/sister in law, father/mother in law, son/daughter in law, grandparent and grandchild.

38.13 One (1) day annually to attend any other funeral.

38.20 In certain cases, bereavement leave may be extended under Articles 34 and Article 36 upon appropriate approval from the Director of Human Resources.

<b>39.00</b>	<b>PARENTAL/GUARDIAN LEAVE FOR THE CARE OF A CHILD</b>
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39.10 Five (5) days of paid leave shall be granted annually to each employee on the occasion of the birth, adoption, or foster placement beyond one month of a child or children in the employee's home. In addition, an employee shall be granted leave for childbirth, adoption, or foster placement under the provisions of Article 40 (Childbirth/Childcare/Adoption Leave).

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

39.30 The employee shall be re-employed at the end of the leave of absence or at the beginning of the following contracted year, as mutually agreed upon by the Human Resources Office and the employee and under the provisions of Article 40 (Childbirth/Childcare/Adoption Leave).

<b>40.00</b>	<b>CHILDBIRTH/CHILDCARE/ADOPTION LEAVE</b>
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40.10 Employees shall be granted leave without or with pay for the purposes of childbirth, childcare, adoption or permanent custody according to the following provisions:

- 40.11 An employee requesting leave for the birth, adoption or permanent custody of his/her child shall give written notice to the Director of Human Resources no later than sixty (60) days prior to the expected date of birth, adoption or permanent custody. In extenuating circumstances notice will be waived. The written request for such leave shall include (1) anticipated date of birth, adoption or permanent custody (2) the estimated date that sick leave is to begin, and (3) the estimated date other requested leave is to begin.
- 40.12 A female employee may continue to work until, in the judgment of the immediate supervisor and the personal physician, her work or health are in any way impaired by her condition.
- 40.13 Illness, injury and emergency leave shall be granted up to accumulated leave allowance. Such leave shall extend no more than forty (40) contracted work days immediately following birth, adoption or permanent custody unless the employee's physician certifies that the female employee is unable to perform her normal duties as an employee. Childcare leave shall commence following such sick leave or earlier at the employee's discretion, but shall not occur simultaneously. Employees are not eligible for use of illness, injury and emergency leave for births occurring in the summer months other than to utilize leave benefits which would occur during the contracted school year.
- 40.20 Childcare leave may be extended until the beginning of the school year following birth of the child. Additional leave for childcare may be extended to the September following the next school year if the employee, the employee's supervisor, and the Director of Human Resources mutually agree.
- 40.30 An employee granted any of the above leaves who desires to return to duty during the period of leave may return if the employee, the employee's immediate supervisor, and the Director of Human Resources mutually agree.
- 40.40 During any of the above leaves, the employee shall accrue seniority, salary experience increment, or other credits only to the extent such are affected by sick leave.
- 40.50 Insurance eligibility and benefits may be continued at the employee's option and at the employee's own expense where permitted by insurance company agreements and consistent with provisions of COBRA.

<b>41.00</b>	<b>PAY PROCEDURES</b>
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- 41.10 All employees, being regular hourly employees, shall be compensated in accordance with their appropriate placement on the ESP Salary Schedules.
- 41.20 Employees shall be paid in twelve equal installments. Employees hired after the beginning of a school year will have their remaining pay divided over the remaining

months of the school year as prorated to twelve months. Employees shall receive their monthly pay before the first day of each calendar month.

41.30 Pay for days/hours beyond the student calendar (see Article 12.20, 12.21, and 12.30) will be reported on the employee's monthly timesheet. Payment for such time will be made the following month. All days/hours beyond the student calendar must be worked and reported prior to June 30, except for professional hours worked between July 1 through July 31, which must be submitted by the July payroll due date for payment in August.

41.40 Employees shall participate in the direct deposit program and will designate the participating financial institution to which their pay shall be transmitted. Under extenuating circumstances, as determined by the Human Resources Director, employees may be issued a monthly pay warrant rather than being on direct deposit.

<b>42.00</b>	<b>USE OF VEHICLES</b>
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42.10 Employees who are authorized by their building supervisor to use his/her personal vehicle on District business shall be compensated according to District procedures at the IRS-approved mileage rate.

42.20 Employees will not be requested nor required to use their personal vehicles to transport students.

<b>43.00</b>	<b>WORKERS' COMPENSATION</b>
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43.10 All employees under this Agreement shall be covered by Washington State Industrial Insurance.

43.20 The cost of such insurance will be borne by the District with the exception of that portion required by law of the employee.

<b>44.00</b>	<b>UNEMPLOYMENT COMPENSATION</b>
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44.10 All employees shall be eligible to apply for unemployment benefits available through the State of Washington Employment Security Department, provided the employee satisfies all Department requirements.

<b>45.00</b>	<b>SALARY</b>
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45.10 Employees shall be paid according to Appendices A and B of this Agreement. New employees may be placed no higher than Step Ten (10) based on training and experience, except for, effective September 1, 2013, employees transferring same or similar experience from another Northshore bargaining unit or another school district may be placed at the appropriate steps of 1, 2, 3, 4, 5, 6 or 10. It shall be the responsibility of the employee to submit documentation of relevant past experience for salary placement.



- 45.20 Employees shall be placed on Step Ten (10) if they have completed nine (9) years of experience, so long as the employee is employed the appropriate number of days per year to advance to the next step, or after fewer years, dependent on the employee's initial step placement when hired. For example, an employee that was placed at Step One (1) when entering employment in the bargaining unit will be placed at Step Ten (10) upon completion of nine (9) years of service in the bargaining unit. For example, an employee who was placed on Step Two (2) as an initial step when entering employment in the bargaining unit must complete an additional seven (7) years in the bargaining unit to be placed at Step Ten (10). For example, an employee who was placed on Step Three (3) as an initial step when entering employment in the bargaining unit must complete an additional six (6) years in the bargaining unit to be placed at Step Ten (10). For example, after completion of four (4) years at Step Six (6), an employee shall advance to Step Ten (10) at the start of the following school year. In no event shall it take more than nine (9) completed years of continuous service in the bargaining unit (provided the employee is employed the appropriate number of days per year to advance to the next step) to be placed at Step Ten (10) at the start of the following year.
- 45.30 Employees shall be eligible for placement on Step 15 of Appendices A-2, A-3, A-4 and A-5 at the start of the work year in which they will complete fourteen (14) years of service in the bargaining unit by the end of the calendar year (December 31st).
- 45.40 A Professional Credits and Experience Committee shall be established to hear appeals from employees regarding denials by the District of educational credits or years of experience for salary schedule advancement. The Committee shall consist of three (3) members appointed by the Superintendent and three (3) members appointed by the Association. The Superintendent shall appoint the chairperson.
- 45.41 Documentation for any experience, credits and degrees must be submitted within the timelines otherwise established within this agreement for placement on the salary schedule(s). An employee may initiate an appeal to the Professional Credits and Experience Committee by providing a written request to the District's Human Resources department within ten (10) school days of receipt of notice of salary schedule placement. Upon receipt of the appeal, the Committee chair shall schedule an opportunity for the employee to meet with the committee to explain the request for experience or education credit. Decisions of the committee regarding placement shall be retroactive to the beginning of the employee's current work year. Decisions of the Professional Credits Committee are final and cannot be grieved under the grievance procedure of this collective bargaining agreement.
- 45.42 The committee shall review and/or investigate facts and documentation presented by the employee and grant (a) years of experience which are substantially similar in licensing, professional rigor and job expectations as other years of experience accepted by the District under this agreement for placement on the salary schedule; and (b) credits and degrees which are of substantially similar academic and

professional rigor as other credits and degrees already accepted by the District under this agreement for placement on the salary schedule.

- 45.43 The Committee will provide an annual report to the Superintendent and AALT of the appeals granted and denied.
- 45.70 Wage rates shall be increased during the term of this Agreement as described below.
- 45.71 For the 2019-20 school year, the wage rates in Appendix A-2 shall be increased by the State's inflationary adjustment index of 2%; plus an additional 3.14%.
- 45.72. For the 2020-21 school year, the wage rates in Appendix A-2 shall be increased by a percentage equal to the State's inflationary adjustment index identified in RCW 28A.400.205 (currently the implicit price deflator), plus an additional 0.86%.
- 45.73 For the 2021-22 school year, the wage rates in Appendix A-2 shall be increased by a percentage equal to the State's inflationary adjustment index identified in RCW 28A.400.205 (currently the implicit price deflator), plus an additional 1%.
- 45.80 The District shall increase the PSP stipends by the same percentages identified in Section 46.70.

<b>46.00</b>	<b>SUBSTITUTES</b>
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- 46.10 Employees shall be employed for ninety (90) workdays including substitute and regular assignment during the school year to qualify for a step advancement on the salary schedule for the following school year.
- 46.20 Employees substituting in positions in the bargaining unit will be paid at their current rate of pay per hour for each hour worked as a substitute in such position. An employee who is laid-off or a school year only employee who is not retained, and is subsequently re-employed as a substitute for the following school year, shall be paid at step 1 of the pay level of the work he or she is performing as a substitute.
- 46.21 The substitute rate of pay for level 1 and level 2 substitutes shall be the Step 1 pay level. The substitute rate of pay for level 3 substitutes shall be Step 3.
- 46.22 An employee with ten or more years of experience in the bargaining unit who resigns and is rehired as a substitute within three (3) years of separation, shall be paid at step 5 of the pay level of the work he or she performs. Employees who wish to receive this compensation shall complete the District form identifying them as eligible in advance.
- 46.23 An employee with ten or more years of experience in the bargaining unit who retires and is rehired as a substitute within three (3) years of separation, shall be paid at their former step.

46.24 Rates of pay for Fridays shall be increased by \$25 per day for all nurse substitutes.

46.30 ESPs Working as Emergency Certificated Substitutes

Educational Support Professionals who work as Emergency Certificated Substitutes shall be compensated as follows:

- If their regular ESP rate of pay is less than the lower Substitute Teacher Rate (C-9), the employee of this bargaining unit shall be paid the Substitute Teacher Rate.
- If their regular ESP rate of pay is greater than the lower substitute rate above, but is less than the higher Substitute Teacher Long Term Rate (C-9), the employee of this bargaining unit shall be paid the Long Term Substitute Teacher Rate.

46.31 ESPs performing Emergency Certificated Substitute work shall be paid for all hours worked as an Emergency Certificated Substitute. When working as an Emergency Certificated Substitute for two hours or more, they shall be paid a minimum of 3.75 hours at the substitute rate. A full day for an Emergency Certificated Substitute is 7.5 hours.

46.32 ESPs receive either their regular ESP rate of pay or Certificated Substitute rate of pay, based on the work they are performing at any one time (not pay for both simultaneously). If they perform both jobs during the same day, they are compensated at different rates during that day, based on the hours they perform either job, subject to the two-hour minimum at the Emergency Certificated Substitute rate.

46.40 Nursing Substitutes

46.41 Employees who have substituted as a nurse in any given school year may attend District trainings in that year for First Aid and CPR without incurring any charge to the employee.

46.42 The District will host at least four meetings per year for employees in the nurse substitute pool, in order to provide training and updates on District procedures. Nurse substitutes who choose to attend these meetings will be paid at the nurse substitute rate of pay. The Supervisor of Health Services, in consultation with the Nurse Team Leads, shall determine the appropriate length of and agenda for these meetings.

46.43 The District will provide paid orientation and shadowing, as determined by the Nursing Supervisor, for nurses joining the substitute pool.

<b>47.00</b>	<b>ATTENDANCE INCENTIVE PROGRAM</b>
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47.10 Employees shall receive compensation for eligible accumulated illness, injury, emergency leave, as well as unused personal leave, as an employee incentive program in accordance with the conditions contained in Appendix E set forth in this Agreement.

<b>48.00</b>	<b>LEAVE SHARING PROGRAM</b>
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48.10 A leave sharing program is established on a voluntary basis which permits employees to donate annual sick leave (illness, injury, or emergency) to a fellow employee under the provisions contained in Appendix F set forth in this Agreement.

<b>49.00</b>	<b>GROUP INSURANCE PROGRAMS</b>
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49.10 The District agrees to make available to eligible employees (employed more than 4 hours per day or more than 20 hours per week), the following insurance programs and provide an insurance benefit amount equivalent to the amount provided by the State for K – 12 classified employees, per month per eligible employee. Such amount shall be updated each December for a twelve-month period beginning January 1 and ending December 31. Additionally, the District shall fund the amount required by the Health Care Authority for the school employee retiree subsidy fund. All eligible employees are required to participate in the dental, vision/hearing, life, and long-term disability insurance plans. Medical plan participation is optional. Insurance coverage for eligible employees is provided within the terms of District Insurance contracts.

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

- A) MetLife Dental
- B) Willamette Dental Plan

49.30 **Vision/Hearing Insurance** - The District shall pay for eligible employees the full premium to fund a district administered vision/hearing insurance plan covering the employee, spouse, and dependents. The general provisions of this plan will be included in a District publication developed by the Health Benefits Committee which will be available on the District website; copies will be available upon request.

49.40 **Life Insurance** - The District shall pay for eligible employees the full premium for the employee's basic term life insurance including an accidental death and dismemberment policy in an amount equal to the employee's contracted base annual salary.

Employees shall have the option to double or triple the amount of basic life insurance coverage by the employees' base annual salary, provided each employee taking this option authorizes a payroll deduction to pay the additional premium.

49.50 **Long Term Disability** - The District agrees to pay for eligible employees, the full premium for employee's long-term disability coverage.

49.60 **Salary Insurance** - The District agrees to make available at employee expense the American Fidelity Assurance Company salary insurance program.

49.61 **Cancer Insurance** – The District agrees to make available at employee expense a cancer insurance program.

49.70 **Medical Insurance** - After paying the premiums for dental insurance, vision/hearing insurance, long-term disability, and basic life insurance as provided above, the District shall make contributions toward medical insurance premiums for eligible employees for the following programs:

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

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

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

- A) The District shall calculate the premium for each eligible employee from a single-rate premium schedule provided by the insurance carriers based on the family category selected by the employee.
- B) In the event the eligible employee's total insurance cost including the selected medical coverage exceeds the insurance benefit amount per month, a monthly payroll deduction shall be made in the amount of the excess.
- C) For employees who have a total insurance cost of less than the insurance benefit amount per month, the balance shall go into a district-wide pool of funds to be disbursed to reduce payroll deductions for those employees

whose cost exceeds the insurance benefit amount per month. Additionally, for these employees the state mandated “out-of-pocket” monthly deductions will also be deposited to this pool.

D) The pool amount shall be used to reduce payroll deductions for medical insurance. Each employee's deduction shall be reduced by the same percentage. The percentage shall be determined by comparing the pool dollars available to the total premiums in excess of the insurance benefit amount. The estimated employee deduction and pool share shall be adjusted annually to distribute the pool equitably.

49.80 **Other Insurance Programs** - The District shall participate in other insurance programs as required by law, e.g., Workers' compensation and Unemployment Compensation.

49.90 **Credit Union Deductions** - At the option of an employee, the District shall deduct from their monthly salary, and deposit directly with the Inspirus Credit Union an amount designated by the employee.

49.100 **Retirement Program** - Any employee employed prior to October 1, 1977, working at least seventy (70) hours per month shall by law be a member of the Washington Public Employees Retirement system (PERS) Plan One. Any employee working at least seventy (70) hours per month, entering employment on or after October 1, 1977, shall by law be a member of the School Employees Retirement System, Plan Two or Three. The District shall provide information to each new employee concerning PERS or SERS membership benefits.

49.110 **District Health Benefits Committee** - The District shall provide opportunities for employee groups to communicate on insurance matters with representation on the District Health Benefits Committee.

49.120 **Annual Insurance Coverage** - The District shall make appropriate payment of all premiums for each eligible employee to assure coverage for the full twelve (12) month period commencing October 1 and ending September 30, although the premium and benefit amount shall be adjusted each December for a January 1 through December 31 annual period.

49.130 **New Employee Insurance Program** - New employees to the District are eligible for insurance programs on the first day of the month following the date of employment if work is begun prior to the 15th and enrollment is accomplished on or before the 15th. Employees who begin work after the 15<sup>th</sup> of the month will be eligible for coverage for the second calendar month after their first day of work. Eligibility for medical insurance requires enrollment within thirty (30) days of employment.

49.140 **Terminating Employee Coverage** - If an employee terminates their employment prior to the end of the school year, insurance shall continue to the end of the following month in which termination occurred. If an employee terminates May 1

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

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

49.160 **Alternate Pre- Tax Deduction -Section 125 -Internal Revenue Service, Code Section 125** - In addition to the standard process, the District shall provide for processing payroll deductions for medical premiums as allowed within the Internal Revenue Service, Code 125 on a pre-tax basis when elected by individual employees. The District shall establish a Section 125 plan providing for pre-tax payroll deductions for payment of dependent care expenses and non-reimbursed medical expenses as allowed under IRS Section 125 expenses. Deductions accrued in excess of expenses withdrawn are forfeited to the District at the end of the plan. The District shall pay related administrative costs and establish administrative procedures. District savings resulting from employee participation in Section 125 plans for healthcare reimbursements and dependent care expenses will be passed directly back into the health benefits program.

49.170 **Health Reimbursement Plan (VEBA)** - The District and Association will, subject to a vote of the employees, participate annually in the Voluntary Employee Benefit Account (VEBA) for eligible employees.

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

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

<b>50.00</b>	<b>GRIEVANCE ADJUSTMENT</b>
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50.10 **Grievance Procedure**

50.11 A claim by an employee that there has been an alleged violation, misinterpretation, or misapplication of any provision of this Agreement or any rule, order, policy, or regulation of the District as it directly affects an employee's wages, hours or working conditions may be processed as a grievance. Grievances concerning the rights of the Association may be filed by the Association President or Co-President.

50.12 In the event that an employee believes there is a basis for a grievance, the employee shall first discuss the alleged grievance in a meeting with his/her building principal or other appropriate responsible supervisor either personally or accompanied by his/her Association Representative. Such discussion must be initiated within twenty (20) workdays of the occurrence, or knowledge of the occurrence, whichever is later. If the grievance is not thus resolved, formal grievance procedures may be instituted.

50.13 **Step One**

Within fifteen (15) workdays of the meeting with the appropriate supervisor, the grievance will be reduced to writing, signed by the employee and presented to the appropriate responsible supervisor. Grievances concerning matters determined not by a supervisor, but by the Human Resources Department or by multiple supervisors, may be submitted directly to the Director of Human Resources. The written statement should include 1) the nature of the grievance, 2) the section(s), rule, order, policy or regulation allegedly violated, and 3) the recommended remedy sought by the grievant. The grievance form (Appendix D) shall be used as a guideline for filing the grievance with all sections completed.

50.13.1 Within fifteen (15) workdays after the submission of a grievance, the parties shall meet to discuss the matter, unless such a meeting has been mutually waived.

50.14 Within ten (10) workdays of the meeting described in Section 50.13.1 the responsible supervisor or the Director of Human Resources shall communicate a written response to the aggrieved. A copy of the response shall be forwarded to the Association President and UniServ Representative.

50.15 **Step Two**

If the grievant is not satisfied with the remedy at Step One, the grievant may submit the grievance to the Superintendent or designee. Said submittal shall be within ten (10) working days of delivery of the Step One response, or within ten (10) working days after the deadline for the Step One response, if no response is received. A copy of the grievance shall be sent to the Association President and UniServ Representative.

50.16 Within ten (10) working days of receipt of the grievance, the Superintendent or his/her designee shall meet with the grievant and a representative of the Association regarding the grievance. The Superintendent or his/her designee shall indicate



his/her disposition of the grievance in writing within ten (10) working days of such meeting, and shall furnish a copy to the Association representative involved.

50.17 **Step Three**

If the grievant is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, the grievant may submit the grievance to the Association for arbitration. The grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the Superintendent written notice within twenty (20) working days of receipt of the Step Two response, or twenty working days of the deadline of the Step Two response from the Superintendent or designee if no Step Two response is received, unless mutually extended by both parties.

50.18 If the Association and the District cannot agree on an arbitrator within twenty (20) calendar days from the notification date that arbitration will be pursued, the matter will be forward to the Federal Mediation and Conciliation Service for process in accordance with their rules, provided all members of the panel are members of the National Academy of Arbitrators and have their principal office in Washington or Oregon. During arbitration, neither party may present any documentary evidence not previously disclosed to the other party.

50.19 The arbitrator shall determine the decision or award, which shall be published in writing not later than thirty (30) calendar days from the date of the hearing or, if oral arguments have been waived by both parties, then from the date the final statement and proof are submitted to the arbitrator. The decision or award shall set forth the arbitrator's findings of fact, reason, and conclusions on the issues submitted and shall be final and binding on both parties.

50.20 **Arbitration Cost**

Each party shall bear its own costs of arbitration except that the fees and charge of the arbitrator shall be shared equally by the parties.

50.30 **Jurisdiction of the Arbitrator**

50.31 The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall decide all substantive and procedural arbitrability issues. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before an arbitrator, provided, the arbitrator shall not resolve the question of arbitrability of a grievance prior to having heard the merits of the grievance.

50.32 The award of the arbitrator may be entered in any court of competent jurisdiction should either party fail to implement the award. If a motion to vacate the arbitrator's award is entered in a court of competent jurisdiction, and the initiating party does not prevail in the litigation, such party shall bear the full costs of such action

including, but not limited to, the adverse party's court costs, legal fees, and other related expenses incurred as a result of defending such action.

50.40 **Time Limits**

50.41 The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the District shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Failure of the District or its representative to take the required action within the times provided shall entitle the Association, or the grievant to proceed to the next step of the grievance procedure.

50.50 **Grievance and Arbitration Hearings**

51.51 All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including all witnesses. A grievance hearing may be heard during the daily workday and no employee involved in the grievance hearing as a witness or grievant shall suffer loss of salary or other benefits.

50.60 **Continuity of Grievance**

51.61 Notwithstanding the expiration of this Agreement, any claim or grievance rising herein may be processed through the grievance until resolution.

<b>51.00</b>	<b>DURATION OF AGREEMENT</b>
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51.10 This Collective Bargaining Agreement shall become effective September 1, 2019 and continue in effect until August 31, 2022.

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


51.30 Specific provisions of this agreement may be reopened upon the request of the District or the Association prior to the beginning of any school year to respond to significant changes in federal, state or local revenue sources or the authority and parameters to expend such federal, state or local revenues.

51.40 Except as otherwise provided in this Agreement, bargaining for a successor Agreement shall begin no later than ninety (90) days prior to the expiration date of the Agreement, or any extension thereof, but not earlier than April 1, of the year of expiration, except by mutual written agreement of the parties.

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
NORTHSHORE SCHOOL DISTRICT #417  
AND  
NORTHSHORE EDUCATION ASSOCIATION  
REPRESENTING  
EDUCATIONAL SUPPORT PROFESSIONALS ASSOCIATION (ESP)  
2019-2022**

**SIGNATURE PAGE**


**FOR THE ASSOCIATION**

  
\_\_\_\_\_  
Timothy Brittell, President - NSEA

  
\_\_\_\_\_  
Paul Dillon, NSEA/ESP Representative

Date: 9/12/19

**FOR THE DISTRICT**

  
\_\_\_\_\_  
Michelle Reid, Ed.D., Superintendent  
on behalf of the Board of Directors

  
\_\_\_\_\_  
Duggan Harman, Deputy Superintendent

Date: 9-13-19

Association (NSEA) Team Members:

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

District Team Members:

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

**NORTHSHORE SCHOOL DISTRICT NO. 417**  
**Position Placement Information**  
**for the**  
**2019-2020, 2020-2021, 2021-2022 Salary Schedules**

**LEVEL I**

- Paraeducator
- Paraeducator – Dual Language Program
- Paraeducator – Elementary Advanced Placement
- Paraeducator – English Language Learner Program
- Paraeducator – Head Start
- Paraeducator – Learning Assistance Program/Title I
- Paraeducator – Preschool Program
- Paraeducator – Special Education
- School Assistant
- School Technology Specialist

**LEVEL II**

- Campus Supervisor
- Head Start Teacher
- Health Occupations Assistant
- Instructor – Preschool Program
- Interpreter
- Occupational and Physical Therapist Assistant
- Swimming/Water Safety Specialist
- Ready Start Teacher
- Transcriber

**LEVEL III**

- Community Schools Project Coordinator (Seattle Foundation Grant)
- Community Service Specialist
- Dean of Students
- Family Service Worker
- Mental Health Specialist
- Natural Leaders Specialist
- Registered Nurse
- School Services Specialist
- Truancy Specialist

*Inactive job titles as of May 2010:*

- Child Care Specialist

**APPENDIX A-2 2019-2020 SALARY SCHEDULE**

**EDUCATIONAL SUPPORT PERSONNEL (ESP)  
NORTHSORE SCHOOL DISTRICT NO. 417**

**SCHEDULE 36**

**Effective September 01, 2019**

Step	01	02	03	04	05	06	10	15
<b>LEVEL I</b>	<b>24.11</b>	<b>24.83</b>	<b>25.55</b>	<b>26.27</b>	<b>27.00</b>	<b>27.72</b>	<b>29.17</b>	<b>30.61</b>
<b>LEVEL II</b>	<b>32.13</b>	<b>33.09</b>	<b>34.06</b>	<b>35.02</b>	<b>35.99</b>	<b>36.95</b>	<b>38.88</b>	<b>40.81</b>
<b>LEVEL III</b>	<b>40.18</b>	<b>41.39</b>	<b>42.59</b>	<b>43.80</b>	<b>45.00</b>	<b>46.21</b>	<b>48.62</b>	<b>51.03</b>

**Substitute Rate of Pay: Step 1 of Levels 1 and 2, Step 3 of Level 3**

See Article 45.20 for placement on Step Ten (10)

Employees shall be eligible for placement on Step 15 of Appendix A-2 at the start of the work year in which they will complete fourteen (14) years of service in the bargaining unit by the end of the calendar year (December 31).

An annual stipend shall be given beyond the normal salary to any employee holding a basic Standards Certificate (NAEOP)/Advanced Paraeducator Certification - **\$905**; Associate Professional (NAEOP)/AA Degree - **\$1063**; Advanced I (NAEOP) - **\$1178**; Advanced II (NAEOP) - **\$1303**; Advanced III (NAEOP) - **\$1445**; Professional Bachelor's Degree (NAEOP)/BA or BS Degree - **\$1599**; Professional Master's Degree (NAEOP)/MA or MS Degree - **\$1663**.

Employees employed for less than 3.5 hours shall be eligible for one half of the PSP stipend.

An annual stipend shall be given beyond the normal salary to any eligible Level II or Level III employee with MA/MS appropriate to the job (no ESA) - **\$3060**; Level II or Level III employee with ESA appropriate to the job - **\$3060**; Level II or Level III employee with ESA appropriate to the job and holding a MA/MS appropriate to the job - **\$4589**

*Employees qualifying at more than one level will receive only one level of incentive pay - see Article 26.80 in the Collective Bargaining Agreement.*

The parties have agreed that the Salary Schedule listed in this Appendix will be adjusted per Article 45.70:

For 2020-2021, wages in Appendix A-2 shall be increased by the State's inflationary adjustment index identified in RCW 28A.400.205 (IPD), plus an additional 0.86%.

For 2021-2022, wages in Appendix A-2 shall be increased by the State's inflationary adjustment index identified in RCW 28A.400.205 (IPD), plus an additional 1%.

Adopted by the Board of Directors on: - September 9, 2019

**APPENDIX B      JOB CLASSIFICATION AND WORK YEAR PROVISION SUMMARY**

**NORTSHORE SCHOOL DISTRICT NO. 417  
Job Classification and Work Year Provision Summary**

<b>Job Title/Classification</b>	<b>Salary Schedule Designation</b>	<b># of Work Days</b>	<b># of Paid Holidays</b>
<b><u>Paraeducators</u></b>	Level I	180	11
Paraeducator			
Paraeducator - Elementary Advanced Placement			
Dual Language Program			
English Language Learner Program (EL)			
Learning Assistance Program (LAP/Title I)			
Preschool Program			
Special Education			
Paraeducator – Head Start	Level I	180*	11
School Assistant	Level I	180	11
School Technology Specialist	Level I	185	11
Campus Supervisor	Level II	180	11
Health Occupations Assistant	Level II	180	11
Head Start Teacher	Level II	180*	11
Instructor – Preschool Program	Level II	180	11
Interpreter	Level II	180	11
Occupational and Physical Therapist	Level II	180	11
Swimming/Water Safety Specialist	Level II	180	11
Ready Start Teacher	Level II	180*	11
Transcriber	Level II	180	11
Community Schools Project Coordinator	Level III	199*	11
Community Service Specialist	Level III	205	11
Dean of Students	Level III	205	11
Family Service Worker	Level III	182*	11
Mental Health Specialist	Level III	199	11
Natural Leaders Specialist	Level III	191	11
Registered Nurse	Level III	185	11
School Service Specialist	Level III	180	11
Truancy Specialist	Level III	194	11

\*Days will vary from year to year depending on funding (e.g., grant funding, building funding, etc.)

**APPENDIX C EVALUATION PROCEDURES**

**NORTSHORE SCHOOL DISTRICT  
Educational Support Professionals Evaluation Summary**

Educational Employee: \_\_\_\_\_ Date of Conference: \_\_\_\_\_

Assignment: \_\_\_\_\_ School: \_\_\_\_\_

Evaluation Type: Annual \_\_\_\_\_ Probationary \_\_\_\_\_ Other \_\_\_\_\_

Evaluation Period From: _____ To: _____		
Meets or Exceeds Satisfactory Level of Performance for the Following Criteria:	Meets or exceeds expectations	Unsatisfactory
1. Knowledge of work in specialized field-----		
2. Meets assigned job responsibilities with accuracy and thoroughness-----		
3. Adapts to new and changing conditions-----		
4. Recognizes needs and makes appropriate decisions-----		
5. Maintains good working relationships with staff-----		
6. Involvement in assisting pupils, parents and education personnel-----		
7. Plans and organizes work efficiently-----		
8. Communicates effectively-----		
9. Uses leave appropriately-----		
10. Adheres to assigned working hours-----		

Evaluator's Summary Statement:

Employee Comments or Reaction to the Evaluation:

Employee's Signature: \_\_\_\_\_ Evaluating Administrator's Signature: \_\_\_\_\_

Conference Date: \_\_\_\_\_

(Signatures merely indicate that the employee has read and discussed this report with the observing administrator.)

Triplicate: Original to the Human Resource Office, copy to employee and evaluating administrator.

**NORTHSHORE SCHOOL DISTRICT NO. 417  
Educational Support Professionals**

This form is to be used in initiating a formal grievance review pursuant to procedures adopted for the processing of grievances under Grievance Procedures of this Agreement.

In formally presenting a grievance at Step One or Step Two, a Grievance Review Request Form addressed to the appropriate administrator will be submitted. This form, completed through Step Two, shall accompany the request for arbitration at Step Three.

TO: \_\_\_\_\_ TITLE: \_\_\_\_\_

GRIEVANT'S NAME: \_\_\_\_\_

SCHOOL/ASSIGNMENT: \_\_\_\_\_

SCHOOL PHONE: \_\_\_\_\_ HOME PHONE \_\_\_\_\_

STEP ONE: \_\_\_\_\_ DATE OF CONFERENCE \_\_\_\_\_  
Immediate Supervisor

STEP TWO: \_\_\_\_\_ DATE OF CONFERENCE \_\_\_\_\_  
Administrator

THE NATURE OF MY GRIEVANCE IS:

THE ADJUSTMENT I AM RECOMMENDING IS:

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

- c: Superintendent
- NSEA President
- WEA Representative



**SECTION I - Employee Attendance Incentive Program  
Procedures - Attendance****1. Accumulation of Illness, Injury and Emergency**

- A) Annual leave for illness, injury and emergency shall accumulate from year to year up to one hundred eighty (180) days;
- B) For purposes of payment for unused illness or injury leave, no more than one day of leave can accumulate each calendar month or up to twelve (12) days per calendar year;
- C) Any leave for injury or illness accumulated up to a maximum of forty-five days shall be creditable as service rendered for the purpose of determining the time at which an employee is eligible to retire, but if such leave is used for this purpose it cannot be compensated upon retirement or death.

**2. Annual Conversion of Accumulated Illness and Injury Leave**

- A) Each January eligible employees may elect to receive remuneration for unused illness and injury leave accumulated in the previous calendar year;
- B) For the purposes of conversion, the term day shall be based on the average number of daily hours in a work week at the time of conversion;
- C) An eligible employee is a current employee:
  - (1) Who has accumulated greater than sixty (60) days of illness or injury leave in a manner consistent with applicable law, policies and collective bargaining agreements as of the end of the previous calendar year;
  - (2) Who has accumulated illness or injury leave at a rate no greater than one (1) day per month as of the end of the previous calendar year; and
  - (3) Who provides written notice to the Human Resource Office by the last workday in January of his or her intent to convert his or her excess illness or injury leave to monetary compensation.
- D) The number of illness, injury or emergency leave days in excess of sixty (60) days that were accumulated by the employee during the previous calendar year at a maximum of twelve (12) days per year; and
  - (1) Taking the number of illness, injury, or emergency leave days in excess of sixty (60) days that were accumulated by the employee during the previous calendar year at a maximum of twelve (12) days per year; and

- (2) Subtracting there from the number of illness or injury days used by the employee during the previous calendar year;
- (3) The remainder, if positive, shall constitute the number of illness or injury leave days which may be converted to monetary compensation.
- E) Illness, injury, or emergency leave days that are eligible for conversion shall be converted to monetary compensation at the rate of twenty-five (25) percent of an employee's current, rate of compensation for each day of eligible illness, injury or emergency leave;
- F) The rate of compensation is exclusive of supplemental pay such as overtime pay, standby pay, and premium pay, and exclusive of benefits such as health insurance premiums and other forms of insurance premiums;
- G) Partial days of eligible illness, injury or emergency leave shall be converted on a pro rata basis;
- H) All illness, injury, emergency leave days converted to monetary compensation pursuant to this procedure shall be deducted from an employee's accumulated illness or injury leave balance.

3. **Conversion of Illness, or Injury Leave Upon Separation from Employment Due to Retirement or Death**

Each person who is employed by the District and who subsequently terminates employment due to retirement or death may personally, or through his or her estate in the event of death, elect to convert all eligible, accumulated, unused illness or injury leave days to monetary compensation pursuant to RCW 28A.400.210.

4. **Post Retirement Considerations**

It is noted herein, with reference to RCW 28A.400.210 that:

- A) In lieu of remuneration for unused leave for illness and injury as provided in this section, a school district board of directors may, with equivalent funds, provide eligible employees post retirement medical benefits;
- B) Moneys or post retirement medical benefits received under this section shall not be included for the purposes of computing a retirement allowance under any public retirement system in this state.

## **SECTION II - Employee Attendance Incentive Program Procedures - Personal Leave**

### **1. Accumulation of Personal Leave**

- A) Personal leave described in Article 36 shall accumulate from year to year up to six days. For the purposes of this section, “days” are based on the employee’s prorated work day.

### **2. Annual Conversion of Personal Leave**

- A) Each July employees may elect to receive monetary compensation for unused accumulated personal leave, provided, that the employee has at least two (2) days of accumulated leave on record as of June 30 and that the employee provides written notice to the Payroll Office by June 30 of his or her intent to convert his or her accumulated personal leave to monetary compensation;
- B) For eligible employees electing monetary compensation, the personal leave balance as of June 30 or a lesser amount of the balance if indicated by the employee shall be converted to monetary compensation at the amount of twenty-five percent (25%) of the employee’s current rate of compensation;
- C) For purposes of conversion, the rate of compensation is exclusive of supplemental pay such as overtime pay, standby pay, and premium pay, and exclusive of benefits such as health insurance premiums and other forms of insurance premiums;
- D) All personal leave converted to monetary compensation pursuant to this procedure shall be deducted from an employee’s accumulated personal leave balance;
- E) TRS Plan I members are not eligible for personal leave monetary compensation for personal leave earned during the last years of service. If an employee retiring under Plan I receives personal leave monetary compensation for personal leave earned during the last years of service used to calculate retirement, the district shall deduct the amount from the employee’s final warrant.

### **3. Conversion of Personal Leave Upon Death**

- A) The estate of the eligible deceased staff member shall receive monetary compensation for unused personal leave at the rate of twenty-five percent (25%) of the employee’s current basic rate of pay consistent with 2.B above.

Under the provisions of Board Policy 5406 and Administrative Procedure 5406P, and RCW 28A.400.380, and WAC 392-136A a Leave Sharing Program is established on a voluntary basis which permits employees to donate sick leave (illness, injury or emergency) to qualified employees.

## Procedures

### A. Eligibility for Receiving Leave

1. The employee:
  - a. Suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature;
  - b. Has been called to service in the uniformed services;
  - c. Has the needed skills to assist in responding to a state of emergency declared anywhere within the United States by the federal or any state government, or its aftermath, and volunteers his or her services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services;
  - d. Is a victim of domestic violence, sexual assault, or stalking;
  - e. Is a current member of the uniformed services or is a veteran as defined under RCW 41.04.005, and is attending medical appointments or treatments for a service-connected injury or disability;
  - f. Is a spouse of a current member of the uniformed services or a veteran as defined under RCW 41.04.005, who is attending medical appointments or treatments for a service-connected injury or disability and requires assistance while attending such appointments or treatment;
  - g. Needs the time for parental leave; or
  - h. Is sick or temporarily disabled because of pregnancy disability.
2. The employee's job is one in which annual vacation and/or sick leave can be used and accrued.
3. The employee is not eligible for time-loss compensation under Chapter 51.32 RCW.
4. The employee has abided by District policies regarding the use of sick leave.
5. Annual vacation leave and/or sick leave has been exhausted, or will be exhausted by the employee, except as described in Section F.2 below.
6. The condition has caused, or is likely to cause, the employee to go on leave without pay or terminate District employment.

**B. Donation of Sick Leave**

An employee may donate sick leave to specific individuals using the following criteria:

1. The employee must have accrued more than one hundred seventy-six (176) hours of sick leave.
2. Employees may not donate an amount of sick leave that will result in their sick leave account going below one hundred seventy-six (176) hours.

**C. Maximum Amount**

The District shall determine the amount of shared leave a leave recipient may receive and may only authorize an employee to use up to a maximum of five hundred and twenty-two (522) days during the work year of shared leave during total state employment.

**D. Documentation**

The District shall require the employee or a legal representative to submit, prior to approval or disapproval, documentation the employee's eligibility for shared leave as described in WAC 392-136A-055.

**E. Calculation**

1. The dollar value of the leave donated shall be ignored and the leave shall be calculated on an hours donated and hours received basis.
2. In the event the District determines that unused shared leave should be returned to leave donors, the District shall develop a plan for prorated return of both annual vacation and sick leave.

**F. Exhaustion of Sick Leave**

1. Employees eligible for shared leave under the conditions described in Section A.1.a, A.1.e or A.1.f above must first use all of their accrued sick leave.
2. Employees eligible for shared leave under the conditions described in Section A.1.g or A.1.h are not required to deplete all of their accrued sick leave and may maintain up to forty (40) hours of sick leave.

<b>APPENDIX G            TEACHING CERTIFICATION SCHOLARSHIPS</b>
--

In collaboration with the Northshore School District and the Association the *NSEA Teaching Certification Scholarship* aims to recognize and encourage ESP members who are pursuing certification in the field of education at the undergraduate level.

The scholarship fund for the 2019-20, 2020-21, and 2021-22 school years is \$10,000 each year. Scholarship awards will be a minimum of \$2,000 per school year, unless their documented educational expenses are less than \$2,000, following their receipt of any additional awards and/or grants. Recipients may receive one scholarship per year for a maximum of three years. All scholarship monies will be paid via a district Travel and Expense Reimbursement Claim form and deposited directly into the recipient's bank account on file with the district.

**1. ELIGIBILITY:**

- Applicant must be an ESP member for the previous three school years from the date of application.
- Applicant must have a junior credit equivalent or higher.

**2. CRITERIA:**

- Applicant must provide verification of declared major in education.
- Applicant must submit a comprehensive education plan that includes:
  - a. Verification of university standing and current enrollment
  - b. Outline of future education coursework leading to certification
- Applicant must submit a completed application. The application must be received by ESP Scholarship Committee on or before the deadline date.

**3. SELECTION PROCESS:**

The Scholarship Committee, based on all above eligibility and criteria being met, will determine acceptance or rejection of each application. Applications received after the deadline date will not be considered.

ESP membership seniority date will be the deciding factor if more than five qualified applications are submitted.

<b>APPENDIX H            SPECIAL EDUCATION ADVISORY TEAM (SEAT)</b>
---

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

2. **Meetings**

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

3. **Membership**

SEAT shall be composed of the following:

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

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

4. **Dissemination of information**

Information/topics discussed will be provided to all staff via an electronic document visible and open to submissions from all certificated and classified instructional staff. The shared electronic document will contain the following: agenda (including topics submitted by staff), minutes (taken by an administrative assistant), PowerPoints, or any work products utilized.

5. **Decision making**

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

**MEMORANDUM OF UNDERSTANDING  
School Employee Benefits Board (SEBB)**

The Northshore School District and the Northshore Education Association agree that the current Article 50.00 of the ESP collective bargaining agreement shall remain in effect without change for the period of September 1, 2019, through December 31, 2019. Effective January 1, 2020, Article 50.00 shall be amended and replaced as follows:

**50.00      GROUP INSURANCE PROGRAM SCHOOL EMPLOYEE BENEFITS BOARD (SEBB)**

50.10      ~~The District agrees to make available to eligible employees (employed more than 4 hours per day or more than 20 hours per week), the following insurance programs and provide an insurance benefit amount equivalent to the amount provided by the State for K-12 classified employees, per month per eligible employee. Such amount shall be updated each December for a twelve-month period beginning January 1 and ending December 31. Additionally, the District shall fund the amount required by the Health Care Authority for the school employee retiree subsidy fund. All eligible employees are required to participate in the dental, vision/hearing, life, and long-term disability insurance plans. Medical plan participation is optional. Insurance coverage for eligible employees is provided within the terms of District Insurance contracts.~~

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

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

- ~~A) — MetLife~~
- ~~B) — Willamette Dental Plan~~

**Eligibility** – Employees shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a



school year. All hours worked during the school year shall count for purposes of establishing eligibility. Employees who are hired late in the year but are anticipated to work 630 hours or more the following year are eligible for coverage.

50.30 ~~**Vision/Hearing Insurance**—The District shall pay for eligible employees the full premium to fund a district administered vision/hearing insurance plan covering the employee, spouse, and dependents. The general provisions of this plan will be included in a District publication developed by the Health Benefits Committee which will be available on the District website; copies will be available upon request.~~

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

50.40 ~~**Life Insurance**—The District shall pay for eligible employees the full premium for the employee's basic term life insurance including an accidental death and dismemberment policy in an amount equal to the employee's contracted base annual salary.~~

~~Employees shall have the option to double or triple the amount of basic life insurance coverage by the employees' base annual salary, provided each employee taking this option authorizes a payroll deduction to pay the additional premium.~~

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

50.50 ~~**Long Term Disability**—The District agrees to pay for eligible employees, the full premium for employee's long term disability coverage.~~

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

50.60 ~~**Salary Insurance**—The District agrees to make available at employee expense the American Fidelity Assurance Company salary insurance program.~~

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

~~50.60.1~~ **Cancer Insurance** – The District agrees to make available at employee expense ~~the American Fidelity Assurance Company~~ a cancer insurance program.

~~50.70~~ **Medical Insurance** – ~~After paying the premiums for dental insurance, vision/hearing insurance, long term disability, and basic life insurance as provided above, the District shall make contributions toward medical insurance premiums for eligible employees for the following programs:~~

- ~~A) Northshore Regence Blue Shield Choice Plan~~
- ~~B) Northshore Regence Blue Shield Standard Plan~~
- ~~C) Northshore Regence Blue Shield Value Plan~~
- ~~D) Northshore Regence Blue Shield High Deductible Health Plan~~
- ~~E) Kaiser Permanente~~

**Compliance and Legislative Changes** – All provisions of this Article shall be interpreted consistent with the rules and regulations of SEBB. If the Washington State Legislatures changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits, or substantially changes the medical coverage provisions, either party can reopen this Article 50 for negotiation over the changes to the extent allowed by law.

~~50.71~~ ~~Each eligible employee may utilize the remaining balance of the insurance benefit amount (after payment of dental, vision/hearing, life, and long term disability insurance premiums) by enrolling in one of the medical insurance programs.~~

~~50.72~~ **Pooling** – ~~Medical insurance premiums shall be based upon a single rate structure with proportional pooling and cost limiting procedures being applied to all eligible District employees as follows:~~

- ~~A) The District shall calculate the premium for each eligible employee from a single rate premium schedule provided by the insurance carriers based on the family category selected by the employee.~~
- ~~B) In the event the eligible employee's total insurance cost including the selected medical coverage exceeds the insurance benefit amount per month, a monthly payroll deduction shall be made in the amount of the excess.~~
- ~~C) For employees who have a total insurance cost of less than the insurance benefit amount per month, the balance shall go into a district wide pool of funds to be disbursed to reduce payroll deductions for those employees whose cost exceeds the insurance benefit amount per month. Additionally, for these employees the state mandated “out of pocket” monthly deductions will also be deposited to this pool.~~

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

~~50.80 Other Insurance Programs The District shall participate in other insurance programs as required by law, e.g., Workers' compensation and Unemployment Compensation.~~

~~50.80 Credit Union Deductions At the option of an employee, the District shall deduct from their monthly salary, and deposit directly with the Inspirus Credit Union or Mountain Crest Credit Union an amount designated by the employee. After determination of the initial amount to be deducted and deposited, the employee shall be limited to one request to change the designated amount during the fiscal year.~~

50.80 **Retirement Program** - Any employee employed prior to October 1, 1977, working at least seventy (70) hours per month shall by law be a member of the Washington Public Employees Retirement system (PERS) Plan One. Any employee working at least seventy (70) hours per month, entering employment on or after October 1, 1977, shall by law be a member of the School Employees Retirement System, Plan Two or Three. The District shall provide information to each new employee concerning PERS or SERS membership benefits.

~~50.110 District Health Benefits Committee The District shall provide opportunities for employee groups to communicate on insurance matters with representation on the District Health Benefits Committee.~~

~~50.120 Annual Insurance Coverage The District shall make appropriate payment of all premiums for each eligible employee to assure coverage for the full twelve (12) month period commencing October 1 and ending September 30, although the premium and benefit amount shall be adjusted each December for a January 1 through December 31 annual period.~~

~~50.130 New Employee Insurance Program New employees to the District are eligible for insurance programs on the first day of the month following the date of employment if work is begun prior to the 15th and enrollment is accomplished on or before the 15th. Employees who begin work after the 15<sup>th</sup> of the month will be eligible for coverage for the second calendar month after their first day of work. Eligibility for medical insurance requires enrollment within thirty (30) days of employment.~~

~~50.140 Terminating Employee Coverage If an employee terminates their employment prior to the end of the school year, insurance shall continue to the end of the following month in which termination occurred. If an employee terminates May 1~~

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

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

~~50.160 **Alternate Pre-Tax Deduction Section 125 Internal Revenue Service, Code Section 125** - In addition to the standard process, the District shall provide for processing payroll deductions for medical premiums as allowed within the Internal Revenue Service, Code 125 on a pre-tax basis when elected by individual employees. The District shall establish a Section 125 plan providing for pre-tax payroll deductions for payment of dependent care expenses and non-reimbursed medical expenses as allowed under IRS Section 125 expenses. Deductions accrued in excess of expenses withdrawn are forfeited to the District at the end of the plan. The District shall pay related administrative costs and establish administrative procedures. District savings resulting from employee participation in Section 125 plans for healthcare reimbursements and dependent care expenses will be passed directly back into the health benefits program.~~

~~50.170 **Health Reimbursement Plan (VEBA)** - The District and Association will, subject to a vote of the employees, participate annually in the Voluntary Employee Benefit Account (VEBA) for eligible employees.~~

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

~~50.190 **Health Savings Account (HSA)** - The District shall establish a Health Savings Account plan providing for pre-tax payroll deductions by the employee which conforms to the Internal Revenue Service Code for employees who qualify for, and are enrolled in, a Qualified High Deductible Health Plan (HDHP). All contributions are owned by the employee and can be rolled over and accumulated year to year.~~

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**MEMORANDUM OF UNDERSTANDING  
Job Expectations**

This Memorandum of Understanding between the Northshore School District No. 417 (District) and the Northshore Education Association (Association) is supplemental to the 2019-2022 Collective Bargaining Agreement (Agreement) between the District and the Association.

In the 2019-20 school year, the District and Association agree to mutually develop or update job descriptions for each general job classification listed in Appendix A-1 of the Collective Bargaining Agreement.

\*\*\*\*\*

**MEMORANDUM OF UNDERSTANDING  
High School Seven-Period-Day**

Education Support Professionals (ESP's) working in high schools with a seven period day will be assigned an additional 30 minutes per day, up to a maximum of 8 hours per day.

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**MEMORANDUM OF UNDERSTANDING  
Paraeducator Certification**

The District will assign a point person to oversee professional development for paraeducators.

NSEA and NSD will collaborate and develop jointly the professional development component/delivery model of the Fundamental Course of Study.

NSEA and NSD will jointly appoint a committee consisting of three members representing each team. The committee will be appointed by September 16, 2019. This committee will be charged with:

- Examining our current professional development offerings and how they may support this work;
- Reviewing and recommending existing curriculum;
- Making recommendations to the AALT for approval by November 2019;

In order to create the capacity for the training to occur, current employees of this bargaining unit will be required to work on the non-student grading days (January 2020 and June 2020), as well as two days in August 2020 (dates to be determined).

For the 2019-20 school year, employees of this bargaining unit will be required to use 28 of their 40 professional hours to compensate them for their time to complete the state-required Fundamental Course of Study.

In subsequent years, in order to create the capacity for the training to occur, new employees of this bargaining unit will be required to work on the non-student grading days (January and June), as well as two days in the following August.

In subsequent school years, new employees of this bargaining unit will be required to use 28 of their 40 professional hours to compensate them for their time to complete the state-required Fundamental Course of Study.

The joint NSEA and NSD committee will continue to oversee the delivery of professional development for all employees seeking the General Paraeducator Certificate and the Subject Matter Certificate.

\*\*\*\*\*

**MEMORANDUM OF UNDERSTANDING**  
**Classified Representation on Shared-Decision Making Leadership Team (SDLT)**

Contingent on NEOPA agreeing to a modification of their MOU regarding classified representation on SDLTs, the 2018-19 MOU regarding classified representation on SDLTs will be modified as written below. Until or unless the District and NEOPA agree to modify the NEOPA MOU regarding classified representation, the 2018-19 version of this MOU will be maintained.

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

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

\*\*\*\*\*

**MEMORANDUM OF UNDERSTANDING**  
**SPED and Staffing Model Work Group**

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

The Work Group shall hold ten meetings in the 2019-20 school year, with a minimum of three meetings with full-day substitute release and the remaining meetings with half-day substitute

release. In the fall of the 2020-21 school year, the Work Group shall be provided an additional three days with substitute release to complete its work. The Work Group shall present its recommendations to the AALT no later than at its December 2020 meeting.

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

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

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

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

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

\*\*\*\*\*

### **MEMORANDUM OF UNDERSTANDING**

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

1. Special Education Mid-Level and Learning Center instructional staff may choose to adopt a blended caseload model in their building, with Learning Center and Mid-Level services assigned to both Mid-Level and Learning Center teachers and paraeducators. A majority (80% or more) of Special Education instructional staff in each building must approve the adoption of this alternative model on an annual basis in order to continue using it. Staff who approve the use of this model must notify their building administrator, the NSEA President, and the appropriate Director of Special Services by February 28 of each year in order to adopt and/or continue this model in the following school year.
2. If approved by the Special Education Mid-Level and Learning Center instructional staff, the certificated staffing, classified staffing, and overload pay allocations for Mid-Level and Learning Center services remain the same as a service delivery model that is not blended. The teachers and the principal will ensure that caseloads are balanced numerically and between students who are identified for mid-level and learning center services, and continue to monitor student distribution over the course of the year.

3. If overload pay would be generated by a non-blended model, the overload pay will be distributed equally to all certificated staff in the blended model, and on a pro-rated basis to any part-time certificated staff. If caseloads increase significantly, the parties will meet and discuss appropriate remedies.
4. Current sub-classification designations and seniority within sub-classifications for paraeducators will be maintained and will be used for displacement and reassignment purposes, if necessary.
5. Designation of the student's program as mid-level or learning center will be maintained.
6. Co-teaching between general education and special education teachers will be on a voluntary basis.

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**MEMORANDUM OF UNDERSTANDING  
Employee Assistance Program**

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

\*\*\*\*\*

**MEMORANDUM OF UNDERSTANDING  
Shared-Decision Making Leadership Team (SDLT) Composition, Structure and  
Compensation Committee**

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

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

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

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

\*\*\*\*\*

**MEMORANDUM OF UNDERSTANDING  
Safety & Emergency Prep Coordinator**



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

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

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

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

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

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

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

\*\*\*\*\*

**MEMORANDUM OF UNDERSTANDING**  
**District Safety Committee and Individual Site Health and Safety Committees**

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

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

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

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

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

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

\*\*\*\*\*

**MEMORANDUM OF UNDERSTANDING  
SLP Services at Cottage Lake**

The District will provide eight (8) hours per week of paraeducator support to the Speech and Language staff at Cottage Lake Elementary School. This support will continue unless programmatic changes reduce the need.

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## **MEMORANDUM OF UNDERSTANDING**

### **Job Expectations for School Nurses and Responsibilities of Other Staff in the Absence of a Nurse**

#### **Basic job expectations for ALL nursing staff:**

- Detects, plans, treats and follows up on student health problems and serves as a liaison between home, school and medical or other community resources.
- Develops care plans for all students with life threatening conditions (LTC) and diabetes per RCW's and school district policy prior to school attendance.
- Provides staff education for LTC's and diabetes per RCW's and school policy.
- Provides health information to students and families.
- Provides and/or coordinates emergency first aid to students and staff in a building disaster, at the school where the nurse is present at the time of the disaster.
- Maintains comprehensive school health records for each student.
- Performs and/or delegates/trains/supervises other staff to perform medication administration and medical procedures within the parameters of licensed care laws of the state of Washington and district policies and procedures.
- Monitors compliance with state immunization laws, follow-up with parents and coordinates record keeping.
- When on site, identifies communicable diseases and affects a plan of action to prevent spread of infection.
- Coordinates yearly vision and hearing screening.
- Compiles annual health room supplies order and maintain supplies.
- Serves as a resource for classroom health education.
- Provides consultation to the special education Evaluation Team either in-person or by providing written input. Coordinates, monitors and case manages health needs of health impaired and/or medically fragile students.
- Serves as mandatory reporter, along with all certificated District employees, to Child Protective Services for suspected issues of abuse and neglect.

#### **The following duties may be performed by agreement between the nurse and building administrator:**

- Emergency Prep Coordinator
- 504 Coordinator
- Administering the Breakfast Program
- Safety Committee Coordinator
- Curriculum responsibilities, including coordinating or attending HIV/AIDS parent night.
- Healthy Youth Survey Coordinator

- Tracking absenteeism/truancy

**Responsibilities of other staff on-site in the absence of a nurse shall be limited to the following:**

- First aid/illness care/documentation
- Head bump notification forms
- Student accident/incident reports
- Administration of medications and emergency epi-pens (in compliance with State law and District policy) once orders are reviewed by the nurse and training is provided.
- Implement actions/notifications for communicable illness under nurse direction (e.g. may need to run copies of a class letter and provide to teacher)
- Attendance report at end of day for time spent in Health Room (Middle and High School only)

**Duties no longer required of ANY nurse:**

- L&I liaison

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**MEMORANDUM OF UNDERSTANDING  
Maintenance of Standards**

No employee covered by this Agreement shall suffer a loss of existing benefits or working conditions as a result of this Agreement even though these benefits and conditions may not be specifically set forth herein.

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