Collective Bargaining Agreement

between

Northshore School District No. 417

and

Northshore Educational Office Professionals Association
(NEOPA)

September 1, 2017 through August 31, 2019
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PREAMBLE

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 Washington Education Association representing the Northshore Educational Office Professionals Association, hereinafter referred to as the "Association."

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 to as follows:

RECOGNITION AND MEMBERSHIP

The District recognizes the Association as the exclusive representative of all secretarial, clerical, and long-term substitute employees of the District, excluding current confidential secretaries in accordance with RCW 41.56 and rules issued thereunder by the Public Employment Relations Commission, State of Washington. By election conducted by the Public Employment Relations Commission pursuant to Chapter 41.56 RCW, the Association was certified on March 10, 1981, (Case Number:3261-E-81-631, Decision Number 1107-PECB). As used in this Agreement, the following terms shall mean:


2. Association - Northshore Educational Office Professionals Association (NEOPA) as represented by the Washington Education Association (WEA) and affiliated with the National Education Association.

3. Employee - Any secretarial, clerical, or long-term substitute (as defined in Section 2.16) or temporary (as defined in Section 2.17) employee of the District, including part-time employees, and any employee in a new department or classification whose work is similar or comparable to that done by secretarial or clerical employees with the exception of those who are by definition "confidential employees."

4. Permanent Employee - An employee who has completed the probationary status period.

5. Confidential Employee - Specific positions are classified as confidential and are excluded from this bargaining unit. For the duration of this Agreement, the District and the Association agree to maintain not more than fourteen (14) secretarial positions classified as confidential.
The District further agrees not to reclassify any NEOPA positions into Supervisor/Coordinator positions without mutual agreement between the District and the Association.

2.16 **Long-Term Substitute** - Persons hired for a limited period of time to replace a permanent employee on authorized leave.

2.16.1 Persons assigned to long-term substitute positions of forty-five (45) continuous work days or more will become members of the bargaining unit and will be granted the employee rights of 2.16.2 applied retroactively from the first day of the temporary position. Non-student days and school breaks shall not be counted as an interruption of the continuous work days. The District shall not intentionally interrupt the service of continuous work days.

2.16.2 Long-term substitutes shall be entitled to limited coverage under this Agreement as follows:

Employee rights in Articles 1, 2, 3, 4, 5, (newly hired means as of the 45th continuous calendar day), 6, 7, 8, 9, 11, 14, 15, 20, 23, 24, 25, 28, 32, (on a prorata basis without accumulation), 39.42, 41, 48 (through Step 2), 49, 50. Appendices A, A-1 and B as limited.

2.16.3 For a long-term substitute assignment of which lasts longer than sixty (60) work days, the person occupying such assignment shall be eligible for group insurance programs under Article 47 at such point that the District determines that the duration of the position will be greater than 60 work days, or on the sixty-first (61) work day, whichever occurs earlier. Current benefit-eligible employees who agree to accept a long-term substitute assignment will not be subject to the sixty (60) work day timeline to trigger benefit eligibility per Article 47.

2.17 **Temporary Employees** - Employees hired to do a specific job for a limited period of time.

2.17.1 Employees assigned to temporary positions of forty-five (45) continuous work days or more will become members of the bargaining unit and will be granted the employee rights of 2.17.3 applied retroactively from the first day of the temporary position. Non-student days and school breaks shall not be counted as an interruption of the continuous work days. The District shall not intentionally interrupt the service of continuous work days.

2.17.2 Temporary positions shall not last longer than one year from the hire date.

2.17.3 Temporary employees shall be entitled to limited coverage under this Agreement as follows:

Employee rights in Articles 1, 2, 3, 4, 5, (newly hired means as of the 45th continuous calendar day), 6, 7, 8, 9, 11, 14, 15, 20, 23, 24, 25, 28, 32, (on a prorata basis without accumulation), 39.42, 41, 48 (through Step 2), 49, 50. Appendices A, A-1 and B as limited.

Employees completing a temporary assignment lasting at least six months will be entitled to rights under Article 21 until September 30th of the following school year. In such instances, the employee’s temporary hire date shall serve as his/her seniority date until hired into a continuing position.

2.17.4 For a temporary employee assignment of which lasts longer than sixty (60) work days, the person occupying such assignment shall be eligible for group insurance programs under Article 46 at such point that the District determines that the duration of the position will be greater than 60 work days, or on the sixty-first (61) work day, whichever occurs earlier.
Current benefit-eligible employees who agree to accept a temporary assignment will not be subject to the sixty (60) work day timeline to trigger benefit eligibility per Article 47.

2.30 **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.

### 3.00 SEVERABILITY

3.10 If any provision of this Agreement or any application of this Agreement shall be found to be contrary to law by a tribunal of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or application of this Agreement shall continue in full force and effect.

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

### 4.00 STATUS AND APPLICATION OF THIS AGREEMENT

4.10 As provided in this Agreement, certain rights and functions are accorded 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 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 the Association pursuant to Chapter 41.56 RCW.

4.40 Unless otherwise provided herein, this Agreement shall not be interpreted or applied so as to reduce hours and/or days for employees during the period funding sources continue. If significant funding for this employee group should diminish during the course of this Agreement, some of the personnel may be laid off in accordance with the Reduction in the Work Force section of this Agreement, rather than the reduction of the hours for all.

### 5.00 DISTRIBUTION OF THIS AGREEMENT

5.10 Within the first thirty (30) school days following execution of this Agreement, the District shall print and place a copy of the bargaining agreement at each school site. Thirty (30) additional copies shall be provided to the Association. The cost of printing and the cost of 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.

### 6.00 MONITORING THE AGREEMENT

6.10 The Association President(s) and/or designee(s) shall meet at mutually agreeable times during the work day with the Director of Human Resources and/or designee as requested by either party to review and discuss the monitoring of this Agreement. Such meetings shall not be considered to be part of collective bargaining.
ASSOCIATION MEMBERSHIP AND DUES COLLECTION

7.00

7.10 Each employee subject to this Agreement who, during the 1977-78 contract year, is a member of the Association shall, as a condition of employment, maintain membership in the Association in good standing during the period of this Agreement.

7.20 It shall also be a condition of employment that all employees covered by this Agreement and hired on or after August 1, 1977 shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Association. At the time of hire, the District will inform the new hire of the terms and conditions of this Article.

7.30 In order to safeguard the right of employees based on bona fide religious objection, the teachings or tenets of a church or religious body of which such employee is a member, said employee may pay an amount of money equivalent to the agency shop fee to a nonreligious charity designated by the Association, pursuant to Chapter 41.56 RCW.

7.40 Membership in the Association, the legally recognized organization authorized to negotiate with the District, shall be in compliance with Chapter 41.56 RCW and membership shall be nondiscriminatory with regard to race, creed, religion, color, marital status, sex, age, national origin, genetic information, sexual orientation including gender expression or identity, honorable discharged veteran or military status, or the presence of any sensory, mental, or physical disability, unless based upon a bona fide occupational qualification.

7.50 The District shall furnish the Association a listing by name of all employees, their positions, the salary schedule, and their school location by October of each year. A list of corrections and changes to this list shall be furnished to the Association at monthly or other agreed upon periods thereafter.

7.60 Dues and representation fees deductions for employees who commence service after the beginning of the work year or who terminate before June shall be prorated at one-twelfth (1/12) of the total annual Association dues and representation fees for each month in which they are employed.

7.70 The Association will notify the District of local, state and national dues to be deducted and the District shall transmit to the Association on a monthly basis the membership dues and representation fees from employees which have been deducted in accordance with this Agreement. Dues deductions shall include voluntary contributions to the State and National Political Action Committees as recognized by WEA and NEA.

8.00

8.10 There shall be no discriminatory treatment in recruitment, hiring, retention, transfer, promotion, and training of all employees regardless of race, creed, religion, color, marital status, sex, age, national origin, genetic information, sexual orientation including gender expression or identity, honorable 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 in employee organizations or in their exercise of other rights under Chapter 41.56 RCW Public Employees Collective Bargaining Act.
8.20 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. The religious, political or private persuasions of an employee, which do not become manifest in conduct harmful to students or in activities adversely affecting the performance of assigned duties, shall not form the basis for discipline or performance evaluation.

8.30 There shall be no discrimination against any employee for utilization of the grievance procedure, for participation in Association activities, or for seeking assistance from the Association, except to the extent such activities interfere in the performance of the employee’s assigned duties.

8.40 Employees have the right to work in an environment free from sexual harassment as defined by and under the provisions of applicable laws. An employee who has a complaint regarding sexual harassment may file that complaint with his or her supervisor or the District Compliance Officer 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.

9.00 MAINTENANCE OF STANDARDS

9.10 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.

10.00 SUBCONTRACTING

10.10 For the duration of this Agreement, the duties and/or responsibilities normally assigned to employees shall not be transferred to any agency or individual so as to reduce or replace such duties and responsibilities.

11.00 LENGTH OF WORK DAY

11.10 The work day for a full time employee shall be eight (8) hours, including two fifteen (15) minute relief periods, plus an unpaid one-half (1/2) hour duty-free lunch period. Part-time employees working five (5) hours or more shall be entitled to one fifteen (15) minute relief period, and an unpaid one-half (1/2) hour duty free lunch period as part of the work day. Part-time employees working three and one-half (3.5) hours or more shall be entitled to one fifteen (15) minute relief period as part of the paid working day. Where practicable, relief periods should be taken at regularly scheduled times. When staggered lunch periods are assigned, a corresponding staggered starting time and end of work day shall be arranged. An employee may request an extended lunch period to a full hour with corresponding extension of the work day.

11.20 It is the duty and responsibility of supervisors to ensure that employees are completely relieved from duty during their lunch period. When employees are not completely relieved from duty during their lunch period, such time will be paid as work time.

11.30 The work week shall be Monday through Friday. Upon mutual agreement between the District and Association, exceptions to the normal work week can be implemented to allow a longer work day and corresponding time off where the work load allows this.
11.40 All assigned work day hours shall be continuous. If call-back is required, it will be paid as
time and one-half.

11.50 **Overtime and Compensatory Time Communication**: The District will annually publish a
memo to explain eligibility and clarify budget procedures related to overtime and
compensatory time. Once building and department level overtime allocations are exhausted,
the district will continue to pay all additional approved overtime expenses as listed below. In
such instances, and if necessary, the business office will contact and confirm the appropriate
budget allocation with the supervisor.

11.51 **Overtime** - Overtime work is any work performed in a work week beyond a total of five (5)
work days or forty (40) hours per week. Overtime shall be computed for each work week.
The first eight (8) hours of overtime work shall be compensated at one and one-half (1-1/2)
times the employee's regular pay. Overtime work in excess of eight (8) hours in any work
week shall be compensated at double the employee's regular rate of pay. Overtime will be
allowed for opening of school, registration, and closing of school at the end of the year within
the allocation of hours in Section 11.53 below. In all other instances, any hours worked
outside an employee’s regular schedule must be approved in advance by the employee’s
supervisor.

11.52 **Compensatory Time**: By mutual agreement between the employee and supervisor, in lieu of
overtime pay, compensation for additional work may be provided in the form of
compensatory time. Compensatory time must be provided during the same or immediately
following pay period in which it is earned, or by mutual agreement, at a time convenient for
the employee and supervisor.

11.53 Overtime hours/funds will be allocated exclusively for NEOPA bargaining unit members as
follows:

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<th>Enrollment</th>
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<td>1600 +</td>
<td>175</td>
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Due to the transcript and record-keeping requirements at the Secondary Academy for
Success, this program shall be allocated 100 hours in their overtime account. If the office
personnel agree, unused funds in the overtime account can be transferred to the discretionary
hours account for the exclusive purpose of providing assistance to the office.

11.60 **NEOPA Peak Hours Provision** - The District shall allocate NEOPA peak hours/funds to be
used as needed during the school year to meet peak load and special secretarial and office
personnel needs for NEOPA employees in the school buildings. The NEOPA peak hours
provision may be used to pay a current NEOPA employee overtime or to provide extra
temporary help to alleviate workload for NEOPA employees and perform NEOPA duties,
including NEOPA work performed by non-bargaining unit employees. The specific formula
for allocating NEOPA peak hours is as follows:

<table>
<thead>
<tr>
<th>Enrollment</th>
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<td>70</td>
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<td>450-524 students:</td>
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<tr>
<td>525-599 students:</td>
<td>90</td>
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Allocations of NEOPA peak hours will be based on the October 1 student enrollment count. The District will distribute a reminder memorandum on NEOPA peak hours and explain the continuing rules on NEOPA employee eligibility and allocation amounts.

Each high school, including SAS, will be allocated an additional forty (40) hours of NEOPA peak time to assist with registrar duties.

In the 2017-18 school year, each middle school and high school will be provided with an additional forty (40) hours of peak time, to support the additional workload associated with the transition to the new secondary grade level configuration. This shall not apply to SAS or Northshore Networks.

11.70 **Holidays** - The following holidays shall be observed:

- Observance of Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day and the day preceding or following (as determined by the District in consultation with the Association)
- Labor Day
- Veteran's Day
- Thanksgiving Day and the day following
- Christmas Day and the last working day preceding
- New Year's Day and the last working day preceding New Year's

11.71 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. Holidays which fall during a vacation leave shall not be counted as vacation days.

11.72 In order to receive holiday pay, NEOPA employees must work the day before or the day after a holiday OR be on paid leave the day before or the day after a holiday.

11.80 **School Closure** - 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 catastrophe, natural or otherwise. If a single building or buildings are closed to all employees and the days cannot be made up, the employee will receive the regular rate of pay.

11.81 If an employee is unable to report to work due to inclement weather conditions and his or her building is open, the employee may use vacation leave, emergency leave, or earned compensatory time or may take leave without pay.

11.82 After consulting with NEOPA leadership, the District will annually publish a memo to explain inclement weather procedures. When the District announces building closure(s) to the community, buildings will be presumed open to employees unless:

11.82.1 Additional notification is made to the building employees that the building is closed.

11.82.2 There is not adequate heat, light water or air to perform duties per Section 28.30.
11.83 When a building is closed, an alternative work location within the District may be provided by the District.

11.90 When an employee is required to move from one work location to another as a result of a facility move or an involuntary transfer, the employee’s supervisor shall ensure that time is provided during the employee’s workday to pack and unpack. If the supervisor determines that it is not possible to make workload accommodations to do so, then he or she shall authorize overtime for such purpose.

### 12.00 SPECIAL WORK LOAD PROVISIONS

12.10 All Departments and school work sites will be encouraged to hold monthly meetings at a mutually agreeable time within the work day to allow employees an opportunity for input and for scheduling of work, to discuss work site concerns, report and plan for equipment needs and to be given information regarding upcoming events and informed of District and work site concerns. On an annual basis, principals and office managers will meet to discuss and publish building office hours.

12.20 Employees of this bargaining unit are not expected to be individually responsible for student discipline.

12.30 Each spring, as part of the process to determine the classified staffing allocation model and subsequent communication of the model to each school, the NEOPA labor management committee will meet to discuss the staffing levels and support needed in each building. The labor management committee will provide an opportunity for NEOPA to provide input on appropriate NEOPA staffing levels. The parties recognize that the final jurisdiction for staffing decisions remains with the Northshore School District.

12.40 Employees in this bargaining unit are not expected to regularly supervise students after the school day. In no case shall employees be required to walk students home. Building administrators will work with the school community to minimize the impact of students requiring unforeseen supervision after the student day. In circumstances that require students to remain in the office after the student day and employees are required to supervise such students beyond their normal work day, the employee will receive one hour of pay or actual time worked, whichever is greater.

### 13.00 LENGTH OF WORK YEAR

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### 14.00 ASSOCIATION AND EMPLOYEE RIGHTS

14.10 The Association shall have the right to use District buildings for meetings to transact Association business in accordance with District procedures.

14.20 The Association shall have the right to use intra-District mail services, email, internet access, bulletin boards, and employee mailboxes for communications with employees.
14.30 Association Representatives may visit the District's premises at times that will not conflict with the business of the District to meet with employees, to conduct Association business, or to pursue improved District-Association relations.

14.40 Association membership forms and related information provided by the Association will be included in all new hire packets.

14.50 If the district holds or co-sponsors a benefit fair, the Association will be given reasonable notice in advance of the date and will have the right to operate its own table or booth to provide information to participants throughout the duration of the event.

14.60 The district shall furnish the Association with data and information concerning the financial resources of the district, including, but not limited to, annual financial reports and audits, monthly updates of financial reports, agenda and minutes of all board meetings held in open session, and student enrollment data. Such information shall be provided via publication on the District website unless otherwise requested.

14.70 Upon request, the District shall provide the Association with membership data, including the name, assignment, work site, work year/calendar, work hours, salary schedule placement, seniority, home address, work and home phone numbers, and email address of each bargaining unit employee, so long as such information is provided to the District by the employee.

14.80 Upon request, the District shall provide the Association with a list of the names of any employee hired, reassigned, or returning from leave within the previous month, and their contact information including the including the name, assignment, work site, work year/calendar, work hours, salary schedule placement, home address, work and home phone numbers, and email address of each new hire. The district will also provide the names of any bargaining unit members who are on a leave of absence, and the anticipated duration of such a leave.

14.90 The District shall grant 120 hours of release time per school year to the Association for Association business as deemed appropriate by the Association President.

14.90.1 The District will pay the cost of the substitute when the use of the release time is to promote improved District-Association relations for such areas as development of in-service, meetings with employees or administrators, and planning of events which will benefit the bargaining unit members and when such activities are conducted within the District.

14.90.2 The Association will pay the cost of the substitute for up to fifteen (15) days when the use of release time is to attend meetings or training sessions held outside of the District. The Association President will notify the Director of Human Resources as soon as possible of the days to be used, but no later than two (2) school days prior to use.

14.90.3 Additional release time, if taken, will be paid by the Association.

14.100 Professional Leave for a member holding office in the Washington Education Association/National Education Association shall be granted with the Washington Education Association/National Education Association paying the cost of substitute pay and associated payroll costs. The number of days which can be utilized will be agreed to with the employee, the employee’s supervisor, the Director of Human Resources and the Washington Education Association/National Education Association. Said employee will notify the Director of
14.110 Additional release time for bargaining unit members will be granted to participate in negotiations without loss of pay when day sessions are scheduled, with up to four (4) substitutes per session paid by the District.

14.120 District committees established for the purpose of making decisions about purchases or processes that will impact NEOPA members’ work, shall include a minimum of one NEOPA member, appointed by the NEOPA President or Co-Presidents. When any new district committee is formed, the District will make every effort to inform NEOPA leadership in a timely manner. Prior to the first meeting of the committee, the parties will determine in labor management if it warrants NEOPA representation as defined above. When NEOPA representation is deemed warranted and such committees meet outside the regular workday of the NEOPA employee, the employee will be provided the option to flex her/his hours or use compensatory time if compensation for committee work is not provided.

15.00 DISTRICT RIGHTS

15.10 Except as otherwise specifically limited by the 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 District rights.

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

16.00 INITIAL PLACEMENT AND EVALUATION

16.10 All employees will be placed on the salary schedule based upon their experience and qualifications.

16.20 An employee's performance shall be evaluated at least once annually, using the form attached as Appendix F. The supervisor shall review her/his evaluation with the employee and shall afford the employee an opportunity to comment on the evaluation. The employee shall sign the evaluation to testify only that it was shown to her/him. Within 15 calendar days of receipt of the evaluation, the employee may submit written comments, which along with the signed original of the evaluation, shall be placed in the employee's personnel file. No other versions of the evaluation shall be kept by the District.

16.30 Evaluations shall be completed no later than one week prior to the end of the school year for employees working in the schools and no later than one week prior to the end of the contract year for other employees.

16.40 As an effective personnel practice, the employee’s supervisor will normally discuss performance deficits and difficulties with the employee within fifteen (15) calendar days of becoming aware of the deficits and difficulties, and work with the employee to improve job performance.
17.00 DISCIPLINARY ACTION

17.10 No employee shall be disciplined (including warnings, reprimands, suspensions, reductions in rank or professional advantage, discharges, non-renewals, terminations 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 to the employee and the Association in writing.

17.20 An employee shall be entitled to have present a representative of the Association during any disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. Further, in the event a disciplinary action is to be taken, the employee will 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, and suspension without pay, with termination as a final and last resort. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action. No employee shall be suspended without pay or terminated until the District has concluded a full investigation of the allegations against the employee and has provided the employee with an opportunity to respond.

17.40 Any complaint made against an employee by any parent, student, or other person will be promptly 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.

18.00 NEW EMPLOYEE PROBATION

18.10 A probationary period for all new employees of ninety (90) work days will be required.

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

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

18.40 Any new bargaining unit employee shall not be eligible to apply for another position until six (6) months of service has been completed, except in extenuating circumstances. The District and the Association will confer on situations involving extenuating circumstances.

19.00 ON THE JOB PROBATION

19.00 Employees whose services are unsatisfactory may be placed on probation for a period not to exceed six (6) months and not to be less than forty-five (45) days. 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 procedure. 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.

19.10 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
procedure. Termination notice of fifteen (15) calendar days will be provided to the employee with a statement of specific causes for termination.

19.20 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.

### 20.00 EMPLOYEE PROTECTION

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 her/his employment or under the direction of the District.

20.20 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 or Supervisor prior to loss and that such loss is not otherwise covered by the employee's personal insurance.

### 21.00 PROMOTION/TRANSFER/REASSIGNMENT

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. 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, termination, retirement or created by the opening of a new school building or a newly created position. All vacancies will be posted on staff room bulletin boards at all bargaining unit schools or office locations. Any new bargaining unit employee shall not be eligible to apply for another position until six (6) months of service has been completed, except in extenuating circumstances. The District and the Association will confer on situations involving extenuating circumstances.

21.21 The District agrees to promote, transfer, or reassign an employee who has applied for a vacancy at her/his request, rather than hire a new employee where the applicant's qualifications are equivalent.

21.22 Outside applicants will not be interviewed until the position has been posted for current bargaining unit employees and full consideration has been given to such employees, which shall include interviewing of all bargaining unit applicants who meet the minimum qualifications for the position. If there are more than five full-time bargaining unit applicants, the administrator may choose to interview the five most qualified full-time applicants according to the qualifications, duties and responsibilities set forth in the District job posting. If there are no applicants or the applicants are determined not to be qualified following the interview, then the interviews will be given to applicants outside the bargaining unit.
21.23 Seniority shall prevail among employees applying where qualifications are equal.

21.24 Positions outside of the bargaining unit which allow for promotion (e.g., confidential positions, supervisory positions) will be posted in work locations during the school year. Summer positions allowing for promotion will be posted in the same manner as other summer positions.

21.30 **Application Procedure** - Employees wishing to apply for any of the posted vacancies will apply via the online Transfer Portal within ten (10) working days of posting.

21.31 Within ten (10) working days of the closing date of the position, the Human Resources Office will schedule an interview between the supervisor and all minimally qualified applicants from the bargaining unit.

21.32 Within fifteen (15) working days after all interviews have been completed the applicant(s) will be notified in writing of the results of the selection process and interview.

21.40 **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:

21.41 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 week of school and shall include a summer address and telephone number.

21.42 Should a vacancy occur, the Human Resources Office shall make every effort to notify the employee(s) who have expressed an interest in the position or similar position(s).

21.43 The employee(s) notified shall have the responsibility of contacting the Human Resources Office indicating their interest in the open position within three (3) days of receiving such notification.

21.50 **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) day notice may be waived following consultation with the Association and the employee. The District will seek voluntary reassignment prior to implementing involuntary reassignment. When there are no volunteers for reassignment, the District shall reassign using seniority as a major consideration.

21.51 An employee transferred to a position with a different job title shall suffer no loss in pay. The transferred employee will be placed on the same experience step and classification as in the previous position.

21.60 **Promotion** - An employee promoted to a new classification lane will be moved directly to that lane at the same experience step and an increase in pay starts immediately. Promotional opportunities will follow the same procedures for posted vacancies and application procedures as outlined above.

21.70 The District shall provide certification of a passing score to each employee for whom it has a record of having taken and passed a District-administered skill test. A copy shall also be placed in the employee’s personnel file. Employees requesting a lateral transfer shall not be required to re-take a duplicate skills test.
22.00 REDUCTION IN THE WORK FORCE

22.10 Conditions Necessary for Layoff

A) The District has the legal responsibility to establish the educational program, services, and staff in accordance with the District's basic educational goals and program continuity and consistent with the financial resources available;

B) No employee shall be laid off as a result of special levy failure prior to the end of the contract year;

C) Every effort will be made to allow a reduction in the work force to occur through normal attrition which will include resignation, termination and retirement;

D) An employee who is laid off will be paid for accumulated vacation time as provided under contract provisions for Vacation Leave.

22.20 Staff Adjustment Guidelines Following Layoff

A) Seniority shall be defined as the length of an employee’s service with the District as a member of the bargaining unit, as determined by the employee’s hire date into a continuing position, unless such seniority shall be lost as hereinafter provided.

In the event that two (2) or more employees have the same hire date, tiebreakers shall be applied in the following order:

1. District-wide seniority as determined by the employee’s initial hire date into a continuing position with the District.
2. Lot drawing.

B) An employee’s seniority shall be lost for the following reasons:

1. Resignation or retirement if not rehired within 12 months of the separation date.
2. Discharge for cause.
3. Failure to return to work in response to a call-back from layoff.

C) An employee’s seniority shall not be lost but shall be adjusted for the following reasons:

1. Time spent on authorized unpaid leave of absence for any reason, provided the unpaid leave is in excess of ten (10) workdays.
2. Time spent on layoff status as provided in this Agreement.
3. Resignation or retirement if rehired within 12 months of the separation date.

D) An employee’s seniority shall not be lost or adjusted for the following reasons:

1. Time lost by reason of paid industrial injury leave.
2. Time lost by reason of jury duty.
3. Time lost for the purpose of serving in the Armed Forces of the United States.

E) Seniority lists for staff adjustments shall be established for all employees each year with a copy given to this Association.
F) Using the seniority list as criteria, the District shall determine the number of employees to be laid off;

G) The District shall have the discretion to protect up to five (5) positions for program continuity outside the seniority process.

22.30 Assignment and Transfer of Retained Employees

A) After the necessary staff adjustments have been determined, the District shall:

1) Examine the reduced needs of the educational program and services of the District;

2) Assign retained employees on the basis of seniority as defined above as follows:

   a. An employee whose position has been eliminated may be reassigned to a vacant position in the same wage level, provided the employee possesses the skills and qualifications necessary to perform the duties of the position as stated in the job description for the position. All reasonable efforts will be made to reassign the employee before initiating the bumping process.

   b. Should no such vacancy exist, the employee may bump a less senior employee pursuant to the following guidelines:

      i. If the employee occupies a job classification with multiple incumbents, the employee may bump the least senior employee in that job classification. The bumped employee may bump the least senior employee in the same wage level provided the employee possesses the skills and qualifications necessary to perform the duties of the position as stated in the job description for the position.

      ii. If the employee occupies a job classification where he/she is the only incumbent, he/she may bump the least senior employee in the same wage level whose assigned hours and work year are within 25% of the bumping employee’s assigned hours and work year, provided the employee possesses the skills and qualifications necessary to perform the duties of the position as stated in the job description for the position. The bumped employee may bump the least senior employee in the same wage level provided the employee possesses the skills and qualifications necessary to perform the duties of the position as stated in the job description for the position.

   c. If an employee chooses not to exercise his/her bumping rights and no vacancy exists at the same wage level, the employee may be reassigned to a vacant position in a lower pay classification, provided the employee possesses the skills and qualifications necessary to perform the duties of the position as stated in the job description for the position. In this instance, the employee shall receive the same wage rate for a period of one (1) year following such reassignment.

   d. This section is deemed to be consistent with the reassignment provisions contained in section 21.50.
e. Employees subject to reassignment or bumping under this section shall not be required to undergo skills testing. The question of qualification shall be determined solely by the District based on the job description for the position in question.

3) Employees who are assigned outside their current job classification as a result of layoff shall be provided necessary retraining and orientation to the new assignment without cost to the employee.

22.40 Provisions for Re-Employment of Terminated Employees from the Re-Employment Pool

A) The District shall identify positions for re-employment of terminated employees consistent with item 1 above. A re-employment pool shall be created from which terminated employees will have priority for available position vacancies. Those employees having the greatest seniority will receive first right to return for positions for which they are qualified or can be trained;

B) When an employee is re-employed, her/his prior service with the District shall be utilized in determining her/his placement upon return to active service. Those terminated as a result of staff adjustment, shall remain under priority re-hire status unless they notify the Director of Human Resources they are no longer available.

22.41 Accumulated sick leave and seniority accrued at the time of termination shall be retained for those employees in the re-employment pool.

22.42 Employees on layoff status may continue to participate in insurance programs as allowed by the insurance carrier and as provided for under COBRA provisions, when the premiums are paid by the employee.

22.43 A laid-off employee shall, upon application, and at their option, be granted priority status on the substitute list according to their seniority.

22.44 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 her/his 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.

22.45 Employees recalled to work for which they are qualified or can be trained, are obligated to take said work. An employee who declines recall to perform said work shall forfeit her/his seniority rights for recall.

22.46 The District shall maintain the re-employment pool for one full school 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 year, said employee will be dropped from the re-employment pool.
23.00 PERSONNEL FILES

23.10 An employee shall upon request have the right to inspect the contents of the complete personnel file(s) kept within the District and to attach her/his 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, no other additional files or duplicate files shall be kept.

23.20 At the employee's request, a witness may be present during a review of the employee's personnel file.

23.30 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.

23.40 The employee shall have the opportunity to attach comments to any derogatory reference prior to its placement in the employee's personnel file. The employee may request that any derogatory reference be removed from the personnel file at the end of one year of its inclusion.

24.00 LETTERS OF EMPLOYMENT AND NOTIFICATION

24.10 Each new employee shall be given a copy of her/his hiring-in personnel action containing the following information:

A) Employee's name;
B) Salary placement on the Salary Schedule;
C) Authorized work year;
D) Number of hours authorized per day;
E) Work location.

24.20 Letters of notification regarding continued employment for the ensuing school year shall be sent to each employee. The District will notify employees as to their status prior to the end of the school or fiscal year, whichever is first. Employees whose hours or length of work year are changing shall be notified of such change by June 30 of the fiscal year preceding the change.

24.30 Employees who are reclassified or promoted to a higher salary classification shall be provided written notification of their placement on the Salary Schedule and their new annual salary.

25.00 SECRETARIAL AND CLERICAL ABSENCE

25.10 An employee anticipating a planned absence from duties shall notify her/his supervisor as soon as practicable.

25.20 Employees anticipating absence for more than one (1) day shall, if able, notify her/his building supervisor daily.
25.30 A substitute shall be provided by the District when an employee is to be absent from her/his regular duties and the building supervisor and Director of Human Resources decide it is appropriate.

26.00 RESIGNATION AND TERMINATION

26.10 Employees who are terminating from District employment shall submit to the Human Resources Office fifteen (15) calendar days written notice of resignation, unless otherwise mutually agreed, stating the last day of employment. A copy of the notice shall be provided to the immediate supervisor. Failure to give said notice of resignation may result in forfeiture of vacation leave.

26.20 Except in cases of proven misconduct, the District shall provide employees thirty (30) calendar days written notice of termination. Such notice shall state the specific cause(s) of termination.

26.30 An employee’s seniority shall not be lost but shall be adjusted for resignation or retirement if the employee is rehired within 12 months of the separation date.

27.00 RETIREMENT

27.10 Retirement provisions and benefits for members of this bargaining unit are determined by the State Legislature and administered by the Public Employees Retirement System.

28.00 EMPLOYEE FACILITIES

28.10 The District shall provide furnished faculty lounges, dining areas which may incorporate faculty lounges, restrooms, appropriate office furniture, and parking space for employees. The District and the Association recognize the need to provide a working environment supportive of accurate completion of tasks which demand minimal interruption to achieve accurate and timely completion. Principals will work together with office staff to determine occasional alternative onsite work locations, when available, to assist with completing office tasks that cannot be completed at an employee’s normal workstation.

28.20 Employees may be issued keys consistent with security needs as determined by the District and/or the building principal.

28.30 Employees shall have adequate heat, light, water, and air to perform their duties effectively.

28.40 It is the intent of the District to provide functional workstations for employees to perform their duties effectively. Each employee’s work station will be equipped with a desktop or a laptop, at the employee’s option. It is the responsibility of the employee’s supervisor and school/department in which the employee works to ensure employees have standard equipment appropriate to their job. If a NEOPA employee is experiencing physical discomfort at their work station, the employee needs to file a request for an ergonomic assessment with the Human Resources Director to arrange for a site visit for an ergonomic assessment. A trained District employee will conduct the assessment and share the results with the employee, the employee’s supervisor, and the Director of Human Resources. If the Human Resources Director determines that modifications to the employee’s workstation are required to correct an ergonomic problem, the purchase of necessary equipment shall be authorized from District funds. Examples of equipment that may be purchased are an
ergonomic chair, wrist guard, monitor stand, headset, ergonomic keyboard, ergonomic mouse, and other similar equipment.

### 29.00 VACATION LEAVE

29.10 Employees working more than 195 days will be provided vacation as follows:

- Zero through two years of District service - 12 days
- Three through six years of District service - 17 days
- Seven through ten years of District service - 22 days
- Eleven and above years of District service - 24 days

Vacation days will be frontloaded as of September 1st of each year.

29.11 Vacation will be pro-rated by the length of the work year and the work day for employees working less than full-time. For employees who are hired after the year commences, the prorated adjustment shall be made at the start of the individual’s work year. Any prorated adjustment necessitated by an early employment departure shall be made in the final pay warrant owed to the individual.

29.20 District service for the purpose of this Agreement shall be based upon the anniversary date of the employee's first day of employment within the bargaining unit.

29.30 Vacation days shall be arranged to the mutual agreement of each employee and her/his supervisor. Employees assigned to schools shall normally use their vacation times when school is not in session. School year vacation may be granted upon mutual agreement between the employee and supervisor.

29.31 The District may provide substitutes if available for employees assigned to schools who are taking school-year vacations.

29.40 Upon termination or retirement, employees shall receive compensation for earned, unused vacation up to a maximum of thirty (30) days, provided that notice of termination is given by the employee. Such compensation shall be based upon the employee's per diem rate of pay at the time of termination. "Per diem" shall be determined by dividing the annual rate of pay for permanent employees by the actual number of days worked during the work year, excluding paid holidays, paid vacation days, and personal leave days.

29.50 Any balance or accumulated vacation time shall be taken prior to the last day of employment.

29.60 Vacation, sick and personal leave accrual and use will be shown on the employee’s monthly electronic pay statement.

29.70 Employees may accumulate up to a maximum of forty-six days of unused vacation. No more than forty-six days may be carried over from August 31 to September 1. Any vacation in excess of the year-end limit will be reduced from the employee’s balance. Current employees having more than forty-six days of accumulated vacation shall not be allowed to accumulate more than their leave balance as of July 31, 1994, or any subsequent balance as of June 30, 1994, whichever is less. Employees having more than 46 days of accumulated vacation must use at least ten (10) designated vacation days per year.
30.00 LEAVE OF ABSENCE

30.10 An employee may, upon written request, be granted a leave of absence for a period of up to one year without pay provided the employee has completed one or more cumulative years of service. Each employee desiring a leave of absence shall apply to the Human Resources Director on or before the anticipated starting date of the leave. Upon receiving application, the Human Resources Director shall consult with the applying employee and the supervisor concerning the leave. The Human Resources Director shall determine whether to grant the leave based upon all the facts, the welfare of the employee, and the welfare of the District. Upon request, the Human Resources Director may grant an additional leave of absence of up to one additional year.

30.20 An employee may apply for a leave of absence without pay for any reason including study leave, family illness, and travel. At the expiration of the leave, the employee shall return to work with the same rate of pay and benefits.

30.30 Employees may continue their insurance benefits as allowed by the carrier at the group rate when paid by the employee.

30.40 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.

31.00 CITIZEN RESPONSIBILITY LEAVE

31.10 **Jury Duty Leave** - Each employee shall be granted leave for subpoenaed court appearance or jury duty at full pay. The employee shall notify the Human Resources Office when notification to serve is received. Any compensation received for this duty shall be retained by the employee to cover expenses.

31.20 **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. In the event such notice is not given or that the employee's position has been eliminated, she/he 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.

32.00 ILLNESS, INJURY, AND EMERGENCY LEAVE

32.10 Each employee of the District shall accumulate and may utilize illness, injury and emergency leave according to the following provisions:

32.20 At the beginning of each work year, each employee will be credited with twelve (12) days 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.

32.21 The District shall credit to the employee all unused illness, injury and emergency leave earned during the employee’s service with other Washington State School Districts or any Washington Educational Service Districts.
32.30 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.

32.40 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:

A) Illness or injury for persons in the employee’s immediate family or household;

B) Court appearance or hearing in which the employee is an individually named party;

C) Birth of a male employee’s child (up to forty (40) days, beginning with the child’s birth);

D) Adoption or permanent custody of a child (up to forty (40) days, beginning with placement);

E) Additional bereavement leave;

F) Disaster created by forces of nature having serious effects on an employee’s property, health or human safety.

32.50 Emergency leave days not used shall accumulate annually with illness and injury leave days for each employee.

32.60 Illness, injury and emergency leave days shall be allotted on a pro rata basis for employees entering service during the school year.

32.70 Misuse of illness, injury or emergency leave by an employee shall constitute probable cause for disciplinary action.

32.80 Provisions for payment of unused illness, injury and emergency leave are found in Appendix E, Attendance Incentive Program.

32.90 Family Medical Leave

32.91 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.

32.92 The family and medical leave may be taken for the following events:

A) Birth of a child and the need to care for a newborn child;

B) Placement of a child with the employee for adoption or foster care that requires state action;

C) Care for a child, spouse, or a parent who has a serious health condition; or
D) The employee has a serious health condition.

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.

Leave taken to care for a newborn or newly adopted child must be completed within twelve (12) months after the birth or adoption.

32.93 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.

32.94 “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.

Prenatal care is explicitly included; routine physical examinations are explicitly excluded.

32.95 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.

32.96 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.

32.97 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.

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.

32.98 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.
32.99 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.

32.100 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.

**32.00A LEAVE SHARING**

32A.10 Under the provisions of Board Policy 5406 and Administrative Procedure 5406 P, RCW 28A.400.380, and WAC 392-126-004-104, the District will allow leave sharing provisions which will allow employees to donate annual vacation or sick leave to a fellow employee who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition; a fellow employee who is a victim of domestic violence, sexual assault, or stalking; or a fellow employee who has been called to service in the uniformed services, which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment.

32A.20 Provisions for such leave sharing are attached herein as Appendix G.

**33.00 PERSONAL LEAVE**

33.10 The District shall grant each employee two (2) days of personal leave with pay.

33.20 The employee shall not be required to state reasons for the leave other than that it is personal.

33.21 An employee desiring personal leave immediate to a vacation or holiday period shall seek approval from his/her immediate supervisor.

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

33.40 Personal leave shall be cumulative up to a total of six (6) days.

33.50 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.

33.60 Each July employees may elect to receive monetary compensation for unused accumulated personal leave, provided, that the employee has at least two (2) days of accumulated leave on record as of June 30 and that the employee provides written notice to the Payroll Office by July 15 of his or her intent to convert his or her accumulated personal leave to monetary compensation.

33.61 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 per diem rate of pay.
33.62 The “per diem rate of pay” shall be determined by dividing the annual rate of pay for permanent employees by the actual number of days worked during the work year, excluding paid holidays, paid vacation days and personal leave days, exclusive of supplemental pay such as overtime pay, standby pay and premium pay, and exclusive of fringe benefits such as health insurance premiums and other forms of insurance premiums.

33.63 All personal leave converted to monetary compensation pursuant to this procedure shall be deducted from an employee’s accumulated personal leave balance.

33.64 PERS 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 PERS 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.

33.65 The estate of an eligible deceased employee shall receive monetary compensation for unused personal leave at the rate of twenty-five percent (25%) of the deceased employee’s current per diem rate of pay, consistent with Section 33.61 above.

34.00 TEMPORARY DISABILITY LEAVE

34.10 The District shall grant to an employee who for medical reasons (physical or mental) cannot perform her/his duties, a temporary disability leave with or without pay under the following provisions:

34.20 Temporary disability leave may be taken before or after the benefits under illness and injury leave have been totally expended.

34.30 Unless the employee first resigns or returns to duty, this leave shall extend for duration of six (6) months or for the remainder of the work year, whichever period is greater. Temporary disability leave may be extended for an additional school year upon application by the employee and District approval.

34.40 The District reserves the right to call for a doctor's certificate as proof of disability.

34.50 Family Medical Leave - The District shall provide family medical leave for employees within the bargaining unit pursuant to school district policy and Article 32.90 of this Agreement. Such policy shall be posted at each work site.

35.00 Bereavement Leave

35.10 Each employee shall be allowed paid bereavement leave to make arrangements for and/or attend a funeral according to the following schedule:

35.11 Up to five (5) days for the death of the employee's mother, father, spouse, registered domestic partner, child, brother, sister, or others living in the same immediate household.

35.12 Up to 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. Up to two (2) additional days may be granted on these occasions for out of state travel.

35.13 One (1) day annually to attend any other funeral.
35.20 Leave may be extended under Articles 32 and 33 upon appropriate approval from the Director of Human Resources.

36.00 CHILDBIRTH/CHILD CARE/ADOPTION LEAVE

36.10 Employees shall be granted leave without pay for purposes of childbirth and/or child care according to the following provisions:

36.11 An employee requesting leave for childbirth shall give written notice to the Director of Human Resources no later than five (5) months prior to the expected date of birth. The written request for such leave shall include: (1) the anticipated date of birth, (2) the estimated date that sick leave is to begin and (3) the estimated date childbirth leave is to be begin.

36.12 The employee may continue to work until, in the judgment of the immediate supervisor and the personal physician, the employee's work or health are in any way impaired by the employee's condition.

36.13 Illness, injury and emergency leave shall be granted up to the employee's accumulated leave allowance. Such leave shall extend no more than forty (40) work days following childbirth unless the employee's physician certifies that the employee is unable to perform her normal duties as an employee. Child care leave shall commence following such sick leave or earlier at the employee's discretion, but shall not occur simultaneously.

36.14 Child care leave may be extended until the beginning of the school year following birth of the child. Additional leave for child care may be extended to the September following the next school year if the employee, the employee's immediate supervisor, and the Director of Human Resources agree.

36.20 An employee requesting leave for adoption or permanent custody of a child shall give written notice to the Director of Human Resources no later than thirty (30) days prior to the date such leave is requested to begin. In emergent situations, this provision will be waived.

36.30 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.

36.40 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.

36.50 A male employee requesting use of illness, injury, emergency leave for the birth or adoption of his child shall give written notice to the Director of Human Resources no later than sixty (60) days prior to the date such leave is requested to begin. In emergent situations, this provision will be waived.

36.60 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.
37.00 PAY PERIOD

37.10 Salaried employees shall receive their salary in twelve (12) equal monthly installments to be paid no later than the first working day of each month. For individuals hired after the beginning of the work year, the corrected salary shall be paid pro rata for the remaining payments for that work year.

37.20 Employees shall participate in the direct deposit program and will designate the participating financial institution(s) 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.

38.00 TRAVEL ALLOWANCE AND STIPENDS FOR ADDITIONAL WORK

38.10 Employees shall receive mileage reimbursement for travel to and from professional meetings and travel otherwise required in the completion of the employee’s job duties, in accordance with District policy and procedure. A central District account has been established for this purpose, and will be communicated to NEOPA members annually. Requests for reimbursement shall be submitted in accordance with District policy and procedure. Employees will be reimbursed for all work-related mileage.

38.20 Office Managers, or other NEOPA employees designated as the alternates for Office Managers, shall be eligible for payment of a stipend for construction or remodeling projects exceeding a $500,000 threshold. The stipend shall be paid as follows:

When an Office Manager, or an alternate NEOPA employee, is designated in writing as part of the Core Design Team during the planning and design of a school construction project and participates in related meetings, he/she shall receive $125.00 per month during the planning and design phase.

During the construction phase of such school construction or remodeling project, the Office Manager shall receive $125.00 per month for the period starting with the approval of the Notice to Proceed to sixty (60) days following the Notice of Substantial Completion. Such amounts shall be paid from Capital Funds.

39.00 SALARY

39.10 Employees shall continue to be paid according to the salary schedules which are Appendix A and A-1 to this Agreement. Effective September 1, 2015, employees shall be paid according to the salary schedules in Appendix A and A-1.

39.20 Employees of this bargaining unit are eligible to apply for supplemental assignments. Employees hired for this work will be paid at their hourly rate of pay, unless the coaching rate of pay is higher.

39.30 It is agreed by the District and Association that for the duration of this Agreement, experience and Professional Standard increments will be granted on the current salary schedule.

39.31 Employees shall be employed for ninety (90) workdays including substitute and regular assignment during the school year to qualify for step advancement on the salary schedule for the following school year.
39.40 The District shall increase the rates in Appendix A and A-1, and the PSP by the percentage enacted by the Washington State Legislature for the state-funded inflationary adjustment defined in RCW 28A.400.205. For the 2017-2018 school year, the rates in Appendix A and A-1 and the PSP, shall also be increased by 8%.

For the 2018-2019 school year, Appendix A and A-1 and the PSP shall be increased by the previous calendar year's annual average consumer price index, using the official current base compiled by the bureau of labor statistics, United States department of labor, for the city of Seattle. If the legislature waives or amends the statutory limitations on increases in classified employee compensation for the 2018-2019 school year, either party may reopen the agreement to address compensation.

39.41 Increments will continue to be funded out of local Northshore School District funds.

39.42 Step 10, Step 12 and Step 15 of Appendix A and A-1 shall be considered longevity steps. An employee shall be considered eligible for placement based on the following criteria:

39.42.1 Individuals that transfer directly from a Washington State school district will be placed on experience steps 1-5 or longevity steps 10, 12, or 15 based on their years of experience at the previous school district.

39.42.2 Individuals who do not transfer directly from a Washington State school district will be granted up to five (5) years of experience on the salary schedule. Such employees will be placed on longevity step 10 after completion of 10 years of service within the NEOPA bargaining unit.

39.42.3 Employees shall be notified of salary schedule placement when an offer of employment is made.

39.43 Temporary employees and long-term substitutes shall be paid per the salary schedule on the 45th consecutive work day in the same assignment.

39.44 The substitute rate of pay shall be Level D, Step 1. A NEOPA employee with ten (10) or more years of experience who resigns or retires and is rehired as a substitute within three (3) years of separation shall be paid at Level G, Step 1. In such instances that a current school employee is hired to fulfill a NEOPA substitute position, that employee will be paid his or her regular rate of pay, or Level D – Step 1, whichever is higher.

39.45 Existing employees working in a higher classification for five (5) consecutive days or more will be paid the higher rate of pay beginning on the fifth day of such assignment. Non-student days and school breaks shall not be counted as an interruption of the continuous work days. The District shall not intentionally interrupt the service of continuous work days.

39.46 "Per diem" as set forth in Sections 29.40 and 33.62 shall be determined by dividing the annual rate of pay for permanent employees by the actual number of days worked during the work year, excluding paid holidays, paid vacation days and personal leave days.

40.00 PROFESSIONAL STANDARDS PROGRAM

40.10 The District recognizes the Professional Standards Certificate as issued by the National Association of Educational Office Professionals with the following provisions beyond the salary schedule.
40.11 Associate of Arts in Business Education $729 $729
40.12 Bachelor of Arts or other College Degree $729 $729
40.13 Basic Standards Certificate (NAEOP) $729 $729
40.14 Associate Professional (NAEOP) $857 $857

2017-2018  2018-2019 Initial
40.15 Advanced I (NAEOP) $947 $947
40.16 Advanced II (NAEOP) $1050 $1050
40.17 Advanced III (NAEOP) $1165 $1165
40.18 Professional Bachelor’s Degree (NAEOP) $1289 $1289
40.19 Professional Master’s Degree (NAEOP) $1342 $1342

40.20 Such payment shall begin on the month immediately following confirmation of the award provided request for such recognition has been submitted to the Human Resources on or before the end of the pay period.

40.21 The certificate and degree stipends shall be available for permanent employees working less than eight (8) hours per day.

40.22 PSP stipends shall be paid in twelve (12) equal payments.

40.30 The District shall not require recertification and will continue to pay the PSP stipend to eligible NEOPA employees.

41.00 WORKERS' COMPENSATION

41.10 All employees under this Agreement shall be covered by the rules and regulations of the Washington State Industrial Insurance.

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

42.00 UNEMPLOYMENT COMPENSATION

42.10 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.

43.00 POSITION REVIEW AND RECLASSIFICATION

43.10 A position review may be initiated by the District, the supervisor, an administrator, or the employee, provided the employee has been in the position a minimum of 12 months. Reclassification shall not be considered as an employee performance review, rather it shall
serve as an analysis of the duties and responsibilities required by a position. Reclassification of job titles with multiple employees should be submitted as a group. NEOPA positions in the central office that are titled Office Manager are typically unique and therefore are encouraged to apply for review for reclassification purposes on an individual basis, as appropriate. At least one of the employees in the job title must have served a minimum of 12 months in the position.

43.20 Requests for a review for reclassification shall be made on forms provided for that purpose and shall include a statement of change(s) in the position supporting the need for reclassification and a statement from the supervisor attesting the accuracy of the description of the job duties, as submitted by the employee.

Documents supporting the request shall not exceed ten (10) pages in length. Letters of recommendation supporting the request should only be provided by those administrators or colleagues who have personal knowledge of the employee’s duties and responsibilities.

43.30 The Human Resources Administrator will convene a meeting of the Reclassification Panel no later than June 1 to consider reclassification requests. The Panel will consist of:

A) Human Resources Administrator;
B) Three District Administrative Appointees;
C) NEOPA President and three Association Appointees.

43.40 The Reclassification Panel will make their determination based upon the following criteria:

A) Review of reclassification requests and supporting documentation;
B) Interviews with the requesting employee and/or group of employees and, as necessary, the recommending supervisor(s);
C) NEOPA Reclassification Guideline Matrix (see Appendix H);
D) Memorandum of Understanding on NEOPA Professional-Technical Positions;
E) Impact and comparison within the bargaining unit.

43.50 The District and NEOPA recognize that budget limitations may make it necessary to prioritize reclassifications.

If an individual or group meets the reclassification guidelines but are denied a reclassification because of budget limitations, the individual or group is guaranteed a reclassification the following year without going through the reclassification process again.

43.60 The Reclassification Panel will notify the requesting employee or group of employees of the decision made no later than July 1. If the reclassification is granted, the additional pay is effective on the September pay warrant.

43.70 Reclassification requests may be submitted once each year between February 1 and March 1, under the guidelines provided. No more than a total of 16 reclassification requests will be considered in any given year and those 16 will be determined on a first come, first served basis with a time/date stamp.
43.80 The Panel’s decision on the request shall be final.

43.90 Reclassifications granted will be paid at the employee’s same experience step at the new salary level.

44.00 ATTENDANCE INCENTIVE PROGRAM

44.10 Employees shall receive compensation for eligible accumulated illness, injury and emergency leave as an employee attendance incentive program in accordance with the conditions in Appendix E set forth in this Agreement.

45.00 STAFF DEVELOPMENT TRAINING

45.10 Staff development training will be offered by the District to the Educational Office Professional (NEOPA) employees in order to enable them to improve their abilities, skills, job-related interests and professional/personal growth.

45.15 When NEOPA members are required to implement a new system or process, the District will provide training to assist with that implementation.

45.20 District and Association representatives will mutually plan staff development activities. The Association President(s) will appoint three (3) Association representatives to serve on a committee with appointees from the District. The Committee will meet a minimum of three (3) times each year. Such in-service activities will be based upon employee identified needs as well as District needs and be relevant to the employees' present or planned future responsibilities and professional/personal growth. Such planning will include in-service both for credit and job-related interests.

45.30 A fund of $15,000 each contract year will be established for all NEOPA members to apply for individual staff development training, which may include tuition, registration fees, substitute costs and the annual NEOPA retreat. These funds may be utilized to pay up to four (4) employees their regular hourly rate of pay to administer the fund and to organize staff development activities for a total of $4,000 for these purposes. Prior approval from the NEOPA Board or designee 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. Unexpended funds shall be carried forward from one fiscal year to the next fiscal year, not to exceed $1,000.

45.40 Dues for membership of the Washington Association of Educational Office Professionals and the National Association of Educational Office Professionals will be paid as part of the conference fees when the employee requests such dues payment and receives approval to attend a WAEOP and NAEOP conference/training event.

45.50 Employees may additionally apply to their principal or supervisor for full and partial discretionary funds available using the same criteria as above.

45.60 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.
45.70 Additional compensation or release time will be provided during the work day for required District or State programs which can include First Aid, Dispensing of Medication and Voter Registration. New employees shall be given release time during the work day for any required health tests. If required classes or in-service requirements are held beyond the eight (8) hour work day as defined in Article 11, the rate of pay will be one and one-half (1-1/2) times the employee's regular rate of pay.

45.80 With approval of the employee's principal or supervisor, employees may attend staff development training activities when an in-service day is planned for the entire district.

46.00 MENTOR PROGRAM

46.10 A peer-mentoring program will be available for employees who are new to the district and new to their job title. The purpose of this program shall be to assist in the development and orientation of such employees during their first twelve (12) months in their new job title. Within one month of the employee’s first work day, s/he will be offered a mentor who is an experienced colleague who can guide her/him through the process of learning the operation of one’s department and/or school, District policies and procedures, department and/or school policies and procedures, and effective office techniques. Current employees new to their job titles will be provided a mentor upon request.

46.20 Prospective mentors shall be recruited and invited to submit their names for consideration in the spring of each year, for the upcoming year. The District and Association will work together to select a pool of mentors from among experienced colleagues for the specific job titles at issue. Mentors approved in previous years shall remain in the mentor pool unless they ask to be removed, or are removed for performance reasons. Mentors and new employees will be matched by the District in consultation with the Association. The District and Association will work together to design and provide mentor training to newly selected mentors each year. At a minimum, the training shall include a jointly developed checklist of common policies and procedures, as well as any additional mutually approved content. Experienced mentors shall have the option to attend the annual mentor training.

46.30 The role of the mentor is to be available to demonstrate effective procedures, processes and systems s/he is the designated person to answer questions and provide guidance and referral resources for the new employee. After the mentor/mentee relationship has been established, the District shall provide the equivalent of four (4) days of release time each, which may be worked in hourly increments, to the mentor and the new employee to meet and observe office operations and practices at their respective work sites. The mentor is expected to keep the mentorship confidential and not discuss any mentorship details with other employees. The District shall provide the mentor up to an additional ten (10) hours of compensation for the duties associated with the responsibility of mentoring a new colleague.

47.00 GROUP INSURANCE PROGRAMS

47.10 The District agrees to make available to eligible employees (employed more than four hours per day or more than 20 hours per week), the following insurance programs each year, 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. Unless otherwise negotiated, the group insurance plans offered will be those determined by the District Benefits Committee.

47.20 **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 District 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.

47.30 **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 District Benefits Committee which will be available on the District website; copies will be available upon request.

47.40 **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.

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

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

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

47.70 **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.

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

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

A) The District 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. All mandatory employee minimum premium charges toward health insurance will be deposited to this pool. (RCW 28A.400.280)

D) The pool amount shall be used to reduce 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.

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

47.90 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 each new employee information concerning PERS or SERS membership benefits.

47.100 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.

47.110 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 readjusted each December for a January 1 through December 31 annual period.

47.120 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 15th of the month will be eligible for coverage for the second calendar month after their first day of work. Eligibility for medical insurance requires enrollment within thirty (30) days of employment.

47.130 Terminating Employee Coverage - If an employee terminates his/her employment, insurance shall continue to the end of the following month in which termination occurred.

47.140 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.

47.150 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.

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

47.170 **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.

47.180 **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 employee who qualify for, and are enrolled in, a Qualified High Deductible Heath Plan (HDHP). All contributions are owned by the employee and can be rolled over and accumulated year to year.

### 48.00 GRIEVANCE PROCEDURE

48.10 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 and working conditions, may be processed as a grievance.

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

48.30 **Step One.** Within five (5) workdays of the discussion with the appropriate supervisor, the grievance will be reduced to writing, signed by the employee and presented to the appropriate responsible supervisor. 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 C) shall be used as a guideline for filing the grievance with all sections completed.

48.31 Within five (5) days of receipt of the written grievance, the responsible supervisor shall meet with the aggrieved to discuss the grievance, and within five (5) working days of the meeting shall communicate a written response to the aggrieved. A copy of the response shall be forwarded to the Association President and UniServ Representative.
48.40 **Step Two.** If the grievant is not satisfied with the remedy at Step One, or if no disposition has been made within five (5) working days of delivery of the written grievance, the grievant may submit the grievance to the Superintendent or designee. Said submittal shall be within ten (10) working days of delivery of the grievance in Step One. A copy of the grievance shall be sent to the Association President and UniServ Representative.

48.41 Within five (5) working days of receipt of the grievance, the Superintendent or her/his designee shall meet with the grievant and a representative of the Association regarding the grievance. The Superintendent or her/his designee shall indicate her/his disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy to the Association representative involved.

48.50 **Step Three.** If the grievant is not satisfied with the disposition of the grievance by the Superintendent or her/his 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 fifteen (15) working days of receipt of the grievance from the Superintendent or designee, unless mutually extended by both parties.

48.51 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 arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern arbitration proceedings. The District and/or the Association shall not be permitted to assert in such arbitration proceeding any ground or to present or rely on any evidence not previously disclosed to the other party in Step One and/or Step Two of these grievance procedures.

48.52 The decision of the arbitrator shall be final and binding upon both parties.

48.60 **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.

48.70 **Jurisdiction of the Arbitrator.** 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.

48.71 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 competence 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.

48.80 **Time Limits.** 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.
48.90 **Grievance and Arbitration Hearings.** 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.

48.100 **Continuity of Grievance.** Notwithstanding the expiration of this Agreement, any claim or grievance rising hereunder may be processed through the grievance until resolution.

### 49.00 **NO STRIKE/NO LOCKOUT**

49.10 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.

49.20 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.

### 50.00 **DURATION OF AGREEMENT**

50.10 This Collective Bargaining Agreement shall become effective September 1, 2017 and shall continue in effect through August 31, 2019.

50.20 This Agreement or any provisions hereunder may be extended by mutual written agreement of the parties; otherwise it shall expire on the date indicated. In addition, the parties agree to reopen the Agreement to address the impact on working conditions of any additional changes to the bell schedule scheduled to take effect within the duration of this Agreement. Additionally, the parties agree to reopen the Agreement as provided in the Memorandum of Understanding “Improving Working & Learning Conditions Through the Implementation of a Needs-Based Staffing Model”.

50.30 Except as otherwise provided by this Agreement, bargaining on the subjects contained in this Collective Bargaining Agreement, or other subjects, or for a successor agreement shall begin no later than sixty (60) days prior to the expiration date of this Collective Bargaining Agreement, or any extensions thereof, nor earlier than ninety (90) days, except by mutual written agreement of the parties.
MEMORANDUM OF UNDERSTANDING
Staffing and Assignment of Duties

This Memorandum of Understanding between the Northshore School District No. 417 (District) and the Northshore Educational Office Professionals Association (Association) is supplemental to the 2017-2019 Collective Bargaining Agreement (Agreement) between the District and the Association.

The District and the Association agree that the Association will have involvement and input in staffing decisions that will impact the workload or duties of NEOPA members. The parties further acknowledge that in the event of staff reductions, it may be necessary to reassign, change or eliminate duties. In doing so, the District will assign duties to employees in a manner consistent with the employees’ pay classifications and within the scope of work typically represented by the Association. The District and the Association reaffirm the utility of the position review and reclassification process to address matters related to duty assignment and pay classification. The District and the Association further affirm that if a question arises over the appropriateness of an assignment of duty, the parties will meet and confer to resolve the issue.

MEMORANDUM OF UNDERSTANDING
Post-Retirement Medical Reserve Trust Program

This Memorandum of Understanding between the Northshore School District No. 417 (District) and the Northshore Educational Office Professionals Association (Association) is supplemental to the 2017-2019 Collective Bargaining Agreement (Agreement) between the District and the Association.

Any eligible NEOPA employee retiring during the term of this Agreement shall have his/her sick leave buyout payment remitted directly to a Post-Retirement Medical Reserve Trust Program. Such a program will provide reimbursement of medical, dental, and vision expenses to eligible employees. For eligibility, the retiring employee must complete the appropriate enrollment form and sign the hold harmless provision. The hold harmless provision shall protect the District and Association from all legal actions and indemnify same should it be found that the District or the employee is in debt to the United States government for 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 the 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.

******************************************************************************

2017-2019 Agreement
Northshore School District/ NEOPA
Page 39
MEMORANDUM OF UNDERSTANDING
Reduction in Nurse Staffing

This Memorandum of Understanding between the Northshore School District No. 417 (District) and the Northshore Educational Office Professionals Association (Association) is supplemental to the 2015-2017 Collective Bargaining Agreement (Agreement) between the District and the Association.

The District and the Association agree to the following:

1. Employees shall not be required to perform the following:
   a. Health-related testing of students, such as blood sugar levels or health screening, but may verify information when students self-test;
   b. Inspection of students for lice, nits or other communicable illnesses;
   c. Cleaning students or changing their clothes beyond routine hygiene practices;
   d. Tracheotomy care and maintenance, catheterization, tube feed or other duties requiring a medical license.

2. Employees may be required to perform the following:
   a. Administration of medication or life-saving orders, as appropriate, with properly signed orders, after review and authorization by the nurse;
   b. Administration of an EpiPen or other seizure response, as appropriate, provided they’ve been properly trained;
   c. Administration of routine first aid.

3. The District shall provide problem-solving school assistant time to schools with approximately 20 hours of nursing time as follows:

   Timbercrest Middle School—3 hours per day
   Bear Creek—1.5 hours per day
   Cottage Lake—2 hours per day
   East Ridge—1.5 hours per day
   Hollywood Hill—1.5 hours (will combine with SR to be 3 hours every other day)
   Sunrise—1.5 hours (will combine with HH to be 3 hours every other day)
   Westhill—2 hours per day
   C.O. Sorenson—2 hours for office coverage per day (generated by adding the preschool enrollment to WH numbers)

4. Prior to the start of each school year, the building administrator of each school staffed with approximately twenty (20) hours of nursing time shall develop a schedule for office coverage with input from the Office Manager.

******************************************************************************

2017-2019 Agreement
Northshore School District/ NEOPA
Page 40
MEMORANDUM OF UNDERSTANDING
Classified Representation on Shared Decision Making Leadership Team (SDLT)

This Memorandum of Understanding between the Northshore School District No. 417 (District) and the Northshore Educational Office Professionals Association (Association) is supplemental to the 2017-2019 Collective Bargaining Agreement (Agreement) between the District and the Association.

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

Classified representatives shall be compensated (at their regular rate of pay, or overtime rate if applicable) for attendance at SDLT meetings. Representatives who are NESPA employees may use the NESPA pool of professional hours for this purpose for meetings outside of the employees’ workday; representatives who are NEOPA employees may use building discretionary labor budgets for meetings outside of the employees’ workday.

********************************************************************************

MEMORANDUM OF UNDERSTANDING
Adoption of New Technology or Information Systems

We recognize there will be times when the District will adopt new technology or information systems. In such cases, the District and NEOPA agree the potential impact of such new technology or information systems on NEOPA members’ workload will be discussed in a regularly scheduled labor management meeting, on request of either party. In addition, following support will be provided:

- When professional development is offered, NEOPA members will be provided the opportunity to participate in order to maximize effective use of the system.

- Professional development opportunities will be provided via multiple sessions so multiple members of office teams may attend. In such instances that only one session is offered, school offices will be allowed to close so all NEOPA staff can attend.

- Upon request, substitutes will be provided for the purpose of attending the professional development opportunities described above.

- Where NEOPA members have concerns regarding workload impact from new technology or information systems, the employee should first address the concern with his or her supervisor. If the issue is not resolved, the concern may be brought to an individual building SDLT team or labor management for the parties to discuss and address.

********************************************************************************
MEMORANDUM OF UNDERSTANDING
Substitute Shortage Committee

The District and Association agree to appoint a Joint Substitute Shortage Committee to alleviate NEOPA workload concerns related to the certificated and classified substitute shortage.

1. The committee will study issues related to the substitute shortage, and make recommendations to mitigate workload and communications issues.

2. The committee shall consist of up to four members appointed by NEOPA and up to four appointed by the District. Additional committee members may be appointed by mutual agreement. The District agrees to pay for subs for committee members if needed.

3. The committee members shall be expected to understand and represent the interests of their constituencies across the District. The committee members shall also be expected to communicate their work to that broader audience.

4. The committee shall complete its work no later than March 1, 2016. The committee’s recommendations shall be forwarded to the District and Association bargaining teams for consideration and recommendation as follows:
   a. Should the committee’s recommendations result in changes to policy or procedure without the need to negotiate changes to the collective bargaining agreement, such recommendations may be implemented on agreement.
   b. Should the committee’s recommendations result in the need to reopen the collective bargaining agreement, negotiations will occur prior to August 31, 2016, for implementation into the collective bargaining agreement in the 2016-2017 school year.
   c. Either party may request a reopener to address the committee’s recommendations.

*******************************************************************************

MEMORANDUM OF UNDERSTANDING
NEOPA Work Year and Employee Calendars

The District and Association agree to appoint a Joint Committee to examine the calendars of NEOPA positions.

1. The committee will study issues related to the length of employees’ work years, and make recommendations to mitigate workload and improve communications issues. The committee is encouraged to look for creative ways to address these workload and communication concerns. Consistent with Section #, the parties recognize that the final jurisdiction for staffing decisions remains with the District.

2. The committee shall consist of up to four members appointed by NEOPA and up to four appointed by the District. Additional committee members may be appointed by mutual agreement. The District agrees to pay for subs for committee members if needed.

3. The committee members shall be expected to understand and represent the interests of their constituencies across the District. The committee members shall also be expected to communicate their work to that broader audience.
4. The committee shall complete its work no later than March 1, 2016. The committee’s recommendations shall be forwarded to the District and Association bargaining teams for consideration and recommendation as follows:

   a. Should the committee’s recommendations result in changes to policy or procedure without the need to negotiate changes to the collective bargaining agreement, such recommendations may be implemented on agreement.

   b. Should the committee’s recommendations result in the need to reopen the collective bargaining agreement, negotiations will occur prior to August 31, 2016, for implementation into the collective bargaining agreement in the 2016-2017 school year.

   c. Either party may request a reopener to address the committee’s recommendations.

MEMORANDUM OF UNDERSTANDING
Improving Working & Learning Conditions Through the Implementation of a Needs-Based Staffing Model

Whereas, Northshore School District (District) and Northshore Educational Office Professionals Association (NEOPA), the “parties”, share an interest in establishing a data-informed, needs-based resource allocation model;

Whereas, the parties share an interest in an equitable allocation of resources, in line with the needs of our students and schools, and the priorities established by our community;

Whereas, the parties agree it is of the utmost importance to allocate resources in a manner that will facilitate our ability to meet the needs of Northshore’s diverse student population;

Whereas, the parties share an interest in assuring adequate staffing in school offices to provide support for students, staff and community, as well as allow completion of daily duties;

Whereas, the parties share an interest in assuring adequate staffing to allow for appropriate and consistent advance preparation prior to the commencement and throughout the closure of the school year;

Whereas, the parties share an interest in a sustainable, predictable, and reliable staffing model, that does not arbitrarily fluctuate or create uncertainty from year to year;

Whereas, the parties believe in authentic, substantive participation by stakeholders in decisions that impact those same stakeholders;

Now therefore, the parties have agreed to the following:

1. Should the District establish a committee or workgroup to address Needs-Based Staffing, or any other staffing model, NEOPA will appoint at least three committee or workgroup members/participants.

2. Committee progress and updates will be shared in regular labor management meetings between NEOPA and the District.

3. NEOPA and District bargaining teams will convene by May 1, 2018 to negotiate the impact of the committee’s recommendations, if any. The negotiations will constitute a formal reopener to the 2017-2019 NEOPA Collective Bargaining Agreement for the purpose of addressing workload and impacts of District staffing decisions, for implementation in the 2018-2019 school year. The parties agree not to make modifications to the wage schedules contained in Appendices A and A-1 as part of this specific reopener.
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
NORTHSHORE SCHOOL DISTRICT # 417
AND
NORTHSHORE EDUCATIONAL OFFICE PROFESSIONALS ASSOCIATION
(NEOPA)
WASHINGTON EDUCATION ASSOCIATION
2017-2019

SIGNATURE PAGE

For the Association:

Lyn Sherry, UniServ Director

Clarissa Dillard, NEOPA Co-President

Theresa Cussac, NEOPA Bargaining Chair

For the District:

Dr. Michelle Reid, Superintendent

Doug Hale, Director of Human Resources

Date

3/1/2018

Association Bargaining Team:
Lyn Sherry
Clarissa Dillard
Theresa Cussac
Laurie Lundberg
Lori Henricks
Patty Ponce
Cathy Barela

District Bargaining Team:
Rachel Miller
Doug Hale
Talena Graff
Chris Brenegen
Laura Poolman
Susan Martin
Shelby Reynolds
Stephanie Greany
2017-2018 SECRETARIAL & CLERICAL SALARY SCHEDULE (NEOPA)

SCHEDULE 32

Effective September 1, 2017

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A wage differential shall be given to the employees working an evening shift, in the amount: **0.60**

The substitute rate of pay shall be Level D, Step 1. A NEOPA employee with ten (10) or more years of experience who resigns or retires and is rehired as a substitute within three (3) years of separation shall be paid at Level G, Step 1. In such instances that a current school employee is hired to fulfill a NEOPA substitute position, that employee will be paid his or her regular rate of pay, or Level D, Step 1, whichever is here. (See Article 39.44.)

**Temporary employees and long-term substitutes shall be paid per the salary schedule on the 45th consecutive work day in the same assignment. (See Article 39.43.)

Existing employees working in a higher classification for five (5) consecutive days or more will be paid the higher rate of pay beginning on the fifth day of such assignment. (See Article 39.45.)

Steps 10, 12 and 15 are considered longevity steps. (See Article 39.42.)

SEE APPENDIX B FOR SPECIFIC JOB TITLES

Formula for Calculating Annual and Monthly amounts:

- 9 Month Employee: Hourly Rate x 1,560 hours = Annual amount and divided by 12 = Monthly amount
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Adopted by the Board of Directors on: November 13, 2017
APPENDIX A  SALARY SCHEDULES

2018-2019 SECRETARIAL & CLERICAL INITIAL SALARY SCHEDULE (NEOPA)
(Initial schedule pending application of Article 39.40)

SCHEDULE 32

Effective September 1, 2018

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**SEE APPENDIX B FOR SPECIFIC JOB TITLES**

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Adopted by the Board of Directors on: November 13, 2017
# 2017-2018 PROFESSIONAL/TECHNICAL SALARY SCHEDULE (NEOPA)

## SCHEDULE 33

Effective September 1, 2017

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Adopted by the Board of Directors on: November 13, 2017
2018-2019 PROFESSIONAL/TECHNICAL INITIAL SALARY SCHEDULE (NEOPA)
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Formula for Calculating Annual and Monthly amounts:

- 9 Month Employee: Hourly Rate x 1,560 hours = Annual amount and divided by 12 = Monthly amount
- 10 Month Employee: Hourly Rate x 1,736 hours = Annual amount and divided by 12 = Monthly amount
- 10.5 Month Employee: Hourly Rate x 1,824 hours = Annual amount and divided by 12 = Monthly amount
- 11 Month Employee: Hourly Rate x 1,912 hours = Annual amount and divided by 12 = Monthly amount
- 12 Month Employee: Hourly Rate x 2,080 hours = Annual amount and divided by 12 = Monthly amount

Adopted by the Board of Directors on: November 13, 2017
**APPENDIX B JOB CLASSIFICATIONS**

**This list will be updated annually if applicable, after the reclassification process**

<table>
<thead>
<tr>
<th>D</th>
<th>Substitutes</th>
</tr>
</thead>
</table>
| E | Administrative Receptionist  
   Human Resources Records Assistant  
   Records Specialist/Receptionist  
   Substitute Office Assistant |
| F | Career and Technical Education Secretary  
   Graphics Technician  
   High School Athletic Secretary  
   High School Attendance Secretary  
   High School Career Center Secretary  
   High School Library Technician  
   High School Secretary  
   Human Resources Assistant  
   Junior High Secretary  
   Postal Services Technician  
   SAS Secretary |
| G | Accounting Technician  
   Capital Projects Secretary  
   Elementary Secretary  
   Food Services Office Manager  
   High School Bookkeeper  
   High School Counseling Office Manager  
   High School Main Office Secretary  
   Intervention Program Secretary  
   Junior High Main Office Secretary  
   Junior High Registrar and Student Resources Specialist  
   Northshore Networks Registrar/Student Resource Specialist  
   Special Services Secretary  
   Technology Asset Management Specialist  
   Technology Project Support Specialist  
   Transportation Office Manager |
| H | Facilities Use Specialist  
   High School Student Information Specialist  
   Instructional Materials Specialist  
   Instructional Support Specialist  
   SAS Registration Secretary  
   Special Education Compliance Secretary |
I
Elementary Office Manager
High School Office Manager
Junior High Office Manager
Northshore Networks Office Manager
SAS Office Manager
Sorenson Office Manager
Technology Department Office Coordinator

Professional-Technical – Level 1

Buyer
Capital Projects Office Coordinator
Communications Specialist
Digital Press Technician
Food Services Accounting Specialist
Special Education Compliance Specialist
Support Services Office Coordinator

Professional-Technical – Level 2

Benefits and Workers Compensation Specialist
Payroll Lead
Purchasing Lead Buyer
Special Education Office Coordinator
Student Services Specialist
Substitute Office Coordinator
APPENDIX C GRIEVANCE ADJUSTMENT FORM A (REQUEST)

GRIEVANCE REQUEST TO DISTRICT

TO: _________________________________________
    Administrator

I, _______________________________________ , am a ___________________
    Grievant Classification/Title

At/in _________________________________. Work Phone # ___________
    Building/Department

STATEMENT OF GRIEVANCE:

ADJUSTMENT SOUGHT:

Date Submitted ________________________ Grievant's Signature ________________________

c. Superintendent
   Director of Human Resources
   NEOPA Co-Presidents
   UniServ Representative
APPENDIX C GRIEVANCE ADJUSTMENT FORM B (RESPONSE)

DISTRICT RESPONSE TO GRIEVANCE

Administrator: _____________________________________________________
Date Grievance Received: _____________________________________________
Date Hearing Was Held: _____________________________________________
Name of Grievant: ___________________________________________________

ADMINISTRATIVE RESPONSE:

_________________________________________________
Signature of Administrator

C: Superintendent
   Director of Human Resources
   NEOPA Co-Presidents
   UniServ Representative
APPENDIX D       REQUIREMENTS FOR THE NAEOP CERTIFICATES

Complete information and a handbook regarding NAEOP Certificates may be obtained from the Association's Officers. Interested employees should contact their Association Representative.

**Education**
The education requirements for certificates vary. Education credit is cumulative from one certificate to another. All education courses may be considered from time of graduation from high school.

**Option 1**
Applicants meeting education requirements under Option 1 may complete course work through any one and/or a combination in areas of college work, in-service, Association-sponsored workshops, etc.

**Option 2**
This Option is a combination of college work and professional activity.
APPENDIX E  EMPLOYEE ATTENDANCE INCENTIVE PROGRAM

SECTION I
Procedures – Illness, Injury and Emergency Leave

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**

**Procedures - Personal Leave**

1. **Accumulation of Personal Leave**

   A) Personal leave as described in Article 33 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;

I) 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;

C) All personal leave converted to monetary compensation pursuant to this procedure shall be deducted from an employee’s accumulated personal leave balance;

D) 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.
APPENDIX F PERFORMANCE APPRAISAL CRITERIA (AREAS)

I. **Job Knowledge/Job Skills**  
   A) Understands all of the requirements of the job and related matters.  
   B) Has knowledge of materials, equipment and methods practiced.  
   C) Exhibits adequate skill performance for job assigned.

II. **Work Habits**  
   A) Quality of Work shows care and exactness.  
   B) Output consistently meets the job requirements.  
   C) Organization of Work  
      1. Seeks new and better ways of doing things  
      2. Gives evidence of efficiency and order in work area.  
   D) Learns new concepts and applies them to the work environment.  
   E) Initiative:  
      1. Sets high goals and strives to reach them.  
      2. Looks for things to learn and do. Resourceful.  
      3. Thinks constructively and acts on own responsibility to get the job done.  
   F) Dependability  
      1. Reports to work on time and conforms to work hours.  
      2. Follows instructions and assumes responsibilities.  
   G) Attitude  
      1. Positive approach and regard to job, employer, staff and public.  
      2. Presents an enthusiasm for work.  
      3. Accepts suggestions for work improvement.  
   H) Expresses self clearly and concisely when speaking and writing.

III. **Human Relations**  
   A) Maintains appropriate behavior in all work-related situations.  
   B) Relationships with People  
      1. Exercises tact, diplomacy, courtesy, consideration and cooperation in dealing with others.  
      2. Works effectively with fellow employees and public.  
   C) Personal appearance is suitable for work environment.

IV. **Professional Growth**  
   A) Actively participates in professional organizations.  
   B) Attends educational workshops.
APPENDIX F PERFORMANCE APPRAISAL CRITERIA (FORM)

Name _____________________________ Date Conference Held _____________

School/Building _____________________ Position _______________________

A) Assessment of Performance (Based on Performance Appraisal Criteria)

1. Job Knowledge/Job Skills

2. Work Habits

3. Human Relations

4. Professional Growth

Summary

Employee's Signature ______________________ Evaluator's Signature ______________________

C: Employee
Evaluator
Human Resources
APPENDIX G PROVISIONS FOR LEAVE SHARING

Under the provisions of Board Policy 5406 and Administrative Procedure 5406 P, and RCW 28A.400.380, and WAC 392-126-004-104, a Leave Sharing Program is established on a voluntary basis which permits employees to donate annual vacation or sick leave (illness, injury or emergency) to a fellow employee who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition; a fellow employee who is a victim of domestic violence, sexual assault, or stalking; or a fellow employee who has been called to service in the uniformed services, which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment.

Procedures

A. **Eligibility**

1. The employee’s job is one in which annual vacation and/or sick leave can be used and accrued.
2. The employee is not eligible for time-loss compensation under Chapter 51.32 RCW.
3. The employee has abided by District policies regarding the use of sick leave.
4. Annual vacation leave and/or sick leave has been exhausted, or will be exhausted by the employee.
5. The condition has caused, or is likely to cause, the employee to go on leave without pay or terminate District employment.

B. **Donation of Annual Vacation Leave**

1. The employee may donate any amount of annual vacation leave provided the donation does not cause the employee’s annual vacation leave balance to fall below ten (10) days.

C. **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.

D. **Maximum Amount**

The District shall determine the amount of shared leave a leave recipient may receive and may only authorize an employee to use up to a maximum of five hundred and twenty-two (522) days of shared leave during total state employment. All forms of paid leave available for use by the recipient must be used prior to using shared leave.
E. Documentation

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

F. Calculation

1. The dollar value of the leave donated shall be ignored and the leave shall be calculated on 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.

APPENDIX H ELEMENTARY OFFICE STAFFING

Elementary Office Staffing – The District shall provide staffing to support the differential workload in large and small elementary schools as follows:

With the exception of Woodmoor Elementary School, basic staffing at the elementary school level shall be one eight-hour Office Manager, and one eight-hour Elementary Secretary.

In the 2013-2014 school year, the District shall provide an additional four hours of Elementary Office Secretary staffing to the two largest elementary schools. The Elementary Secretary staffing at two of the smallest elementary schools in the 2013-2014 school year shall be reduced, from two eight-hour Elementary Secretary positions to two five-hour Elementary Secretary positions.

In such a case that attrition of Elementary Office Manager or Elementary Secretary positions occur prior to September 1st, 2014, the resulting open position(s) will be posted to facilitate staffing in the 2014-2015 school year as described below.

In the 2014-2015 school year, the District shall staff the four largest elementary schools in the district with one eight-hour Office Manager, one eight-hour Elementary Secretary, and an additional four-hour Elementary Secretary. The Elementary Secretary staffing at the five smallest elementary schools shall be one eight-hour Office Manager, and one five-hour Elementary Secretary.

In subsequent years, the parties will meet to discuss ongoing staffing needs.
## APPENDIX I  Northshore School District NEOPA Classification Matrix 2017-2019

### Classification D:
Substitutes

<table>
<thead>
<tr>
<th>Knowledge/Skills Licenses/Education</th>
<th>Problem Solving</th>
<th>Responsibility</th>
<th>Decision Making</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic knowledge and ability to perform standardized tasks/operate job equipment within clearly defined parameters.</td>
<td>Activities are routine and regularly recurring, requiring attention and concentration, but little or no discretion.</td>
<td>Position is primarily accountable for own work product.</td>
<td>Follows established routines and requires limited independent judgment.</td>
</tr>
<tr>
<td>Basic interpersonal and communication abilities are applied to clear-cut and directly related tasks.</td>
<td>Discretion is restricted by established routines, guidelines, and/or procedures.</td>
<td>Requires limited planning or organizing of job duties.</td>
<td>Generally needs approval when deviating from established routines.</td>
</tr>
<tr>
<td>High School Diploma or equivalent with one year of related experience, pertinent training, and/or some combination thereof.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **Basic knowledge and ability to perform standardized tasks/operate job equipment within clearly defined parameters.**
- **Basic interpersonal and communication abilities are applied to clear-cut and directly related tasks.**
- **High School Diploma or equivalent with one year of related experience, pertinent training, and/or some combination thereof.**

- **Activities are routine and regularly recurring, requiring attention and concentration, but little or no discretion.**
- **Discretion is restricted by established routines, guidelines, and/or procedures.**
- **Requires limited planning or organizing of job duties.**
- **Follows established routines and requires limited independent judgment.**
- **Generally needs approval when deviating from established routines.**
### Classification E:
- Administrative Receptionist
- Human Resources Records Assistant
- Records Specialist/Receptionist
- Substitute Office Assistant

<table>
<thead>
<tr>
<th>Knowledge/Skills</th>
<th>Problem Solving</th>
<th>Responsibility</th>
<th>Decision Making</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Licenses/Education</strong></td>
<td><strong>Activities are well defined and most tasks repeat in a short cycle. Established procedures and guidelines are available. Judgment is required to recognize choices and apply solutions in a prescribed manner.</strong></td>
<td>Requires planning and organizing of one’s own work and coordinating one’s work with work of others. The incumbent can expect to experience deadlines and interruptions, and to be required to adapt to shifting work priorities.</td>
<td>Follows established routines and requires independent judgment within defined parameters.</td>
</tr>
<tr>
<td>Specific operational knowledge, skills, and abilities are carried out within defined parameters.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demonstrated interpersonal and communication skills are applied to specific functional activities and related tasks.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>High School Diploma or equivalent with two years of related experience, pertinent training, and/or some combination thereof.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## APPENDIX I  Northshore School District NEOPA Classification Matrix 2017-2019

### Classification F:
- Career and Technical Education Secretary
- Graphics Technician
- High School Athletic Secretary
- High School Attendance Secretary
- High School Career Center Secretary
- High School Library Technician
- High School Secretary
- Human Resources Assistant
- Junior High Secretary
- Postal Services Technician
- SAS Secretary

<table>
<thead>
<tr>
<th>Knowledge/Skills Licenses/Education</th>
<th>Problem Solving</th>
<th>Responsibility</th>
<th>Decision Making</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full working knowledge, skills, and abilities in a specialized area.</td>
<td>Activities, processes, and operations are interrelated and of a similar scope. Judgment is required to detect factual differences, shift priorities and determine effective methods within general guidelines for varying situations.</td>
<td>Requires planning and organizing of one’s own work and coordinating one’s work with the work of others. The incumbent can expect to experience inflexible deadlines and frequent interruptions beyond personal control, and sometimes be required to reorganize workload priorities.</td>
<td>Exercises independent judgment in consultation with supervisor(s) and other employees, if applicable. Decisions are required to structure tasks to meet expected results, within clearly prescribed areas.</td>
</tr>
<tr>
<td>Demonstrated interpersonal and communication skills are applied to specialized activities and related tasks.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>High School Diploma or equivalent with two years of related experience, pertinent training, and/or some combination thereof.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Classification G:

<table>
<thead>
<tr>
<th>Accounting Technician</th>
<th>Junior High Main Office Secretary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Projects Secretary</td>
<td>Junior High Registrar/Student Resources Specialist</td>
</tr>
<tr>
<td>Elementary Secretary</td>
<td>Northshore Networks Registrar/Student Resource Specialist</td>
</tr>
<tr>
<td>Food Services Office Manager</td>
<td>Special Services Secretary</td>
</tr>
<tr>
<td>High School Bookkeeper</td>
<td>Technology Asset Management Specialist</td>
</tr>
<tr>
<td>High School Counseling Office Manager</td>
<td>Technology Project Support Specialist</td>
</tr>
<tr>
<td>High School Main Office Secretary</td>
<td>Transportation Office Manager</td>
</tr>
<tr>
<td>Intervention Program Secretary</td>
<td></td>
</tr>
</tbody>
</table>

### Knowledge/Skills

<table>
<thead>
<tr>
<th>Licenses/Education</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full working knowledge, skills, and abilities in a specialized and/or program area.</td>
</tr>
<tr>
<td>Demonstrated strong interpersonal and communication skills are applied to a wide variety of program responsibilities and activities.</td>
</tr>
<tr>
<td>High School Diploma or equivalent with three years of related experience, pertinent training, and/or some combination thereof.</td>
</tr>
</tbody>
</table>

### Problem Solving

| Activities are variable and duties involve multiple distinct processes. Judgment, analysis and resourcefulness are required to determine a course of action or handle conflicting demands when guidelines may not be specific or completely applicable. |

### Responsibility

| Position is accountable for planning and conducting own work, scheduling and coordinating with others to produce work products. The incumbent can regularly expect to experience inflexible deadlines and frequent interruptions beyond personal control, and to be required to frequently reorganize priorities of a demanding workload. |

### Decision Making

| Exercises independent judgment in consultation with supervisor(s) and other employees, if applicable. Decisions are required to structure tasks to meet expected results. |
### Classification H:
- Facilities Use Specialist
- High School Student Information Specialist
- Instructional Support Specialist
- Instructional Materials Specialist
- SAS Registration Secretary
- Special Education Compliance Secretary

<table>
<thead>
<tr>
<th>Knowledge/Skills Licenses/Education</th>
<th>Problem Solving</th>
<th>Responsibility</th>
<th>Decision Making</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical knowledge, skills and abilities are applied in a specialized and/or program area.</td>
<td>Activities are variable and duties involve multiple distinct processes. Judgment, analysis and resourcefulness are required to determine a course of action or handle conflicting demands when guidelines may not be specific or completely applicable. Significant shifts in focus among activities are required.</td>
<td>Position is accountable for planning and conducting own work, scheduling and coordinating with others to produce work products. The incumbent can regularly expect to experience inflexible deadlines and frequent interruptions beyond personal control, and to be required to frequently reorganize priorities of a demanding workload.</td>
<td>Exercises independent judgment and makes decisions within the scope of the job responsibilities. The employee has the authority to interpret and apply District policies and procedures.</td>
</tr>
<tr>
<td>Demonstrated strong interpersonal, organizational and communication skills are applied to diverse functional areas.</td>
<td>High School Diploma or equivalent with three years of related experience, pertinent training, and/or some combination thereof.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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2017-2019 Agreement  
Northshore School District/ NEOPA  
Page 65
### Classification I:

<table>
<thead>
<tr>
<th>Elementary Office Manager</th>
<th>SAS Office Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>High School Office Manager</td>
<td>Sorenson Office Manager</td>
</tr>
<tr>
<td>Junior High Office Manager</td>
<td>Technology Department Office Coordinator</td>
</tr>
<tr>
<td>Northshore Networks Office Manager</td>
<td></td>
</tr>
</tbody>
</table>

### Knowledge/Skills

<table>
<thead>
<tr>
<th>Technical knowledge, skills and abilities requiring the interpretation and practical application of principles, techniques, policies and procedures in a wide variety of program areas or in a specialized area.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Significant interpersonal, communication and organizational skills are applied to a succession of specialized activities.</td>
</tr>
<tr>
<td>Broad expertise requiring the interpretation and practical application of principles, techniques, policies and procedures</td>
</tr>
<tr>
<td>High School Diploma or equivalent with four years of related experience, pertinent training, and/or some combination thereof.</td>
</tr>
</tbody>
</table>

### Problem Solving

| Activities are diverse and complex and often are unusual or unique. Creativity is required to determine what needs to be done, and how and when to take action to accomplish established objectives. Shifts in focus among activities are substantial. |

### Responsibility

| Position is accountable for planning and organization of own work AND other’s work, integration of individual efforts, and monitoring and scheduling of efforts to ensure the successful completion of an activity or project. |
| The incumbent can regularly expect to experience inflexible deadlines and frequent interruptions beyond personal control, and to be required to frequently reorganize priorities of a demanding workload |

### Decision Making

| Exercises a high degree of independent judgment and makes decisions within the scope of the job responsibilities. |
| The employee has the authority to interpret and apply District policies and procedures. |
# Professional-Technical Level 1:

<table>
<thead>
<tr>
<th>Knowledge/Skills Licenses/Education</th>
<th>Problem Solving</th>
<th>Responsibility</th>
<th>Decision Making</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advanced technical knowledge, skills and abilities requiring the interpretation, analysis and practical application of principles, techniques, policies and procedures in a specialized area.</td>
<td>Activities involve multiple sources of data and require analysis, interpretation and integration to solve problems or determine course of action in alignment with specified objectives.</td>
<td>Position is accountable for planning and organizing work related to a significant function with District-wide impact.</td>
<td>Exercises a high degree of independent judgment and makes decisions regarding the implementation of established processes and procedures related to a significant function with District-wide impact.</td>
</tr>
<tr>
<td>Significant interpersonal, communication and organizational skills are required to implement work methods and processes in a specialized program area that has District-wide impact.</td>
<td>Problems are multi-dimensional. Tradeoffs and risks must be considered. The situations to be resolved include circumstances, facts, and issues that are often different from those encountered in the past. The employee considers various possible alternatives and consequences before selecting a solution.</td>
<td>Reviews, recommends, and monitors procedures; analyzes trends, recommends corrective action and monitors results; works with other work sites to implement procedures to accomplish program objectives.</td>
<td>The employee has the authority to interpret, analyze and apply District policies, procedures and State and Federal statutes and regulations.</td>
</tr>
<tr>
<td>In-depth expertise in a specialized area allowing for interpretation and analysis of principles, techniques, policies and procedures, especially as applied to non-standard events.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AA Degree, post-secondary vocational training, or equivalent with four years of related experience, pertinent training or some combination thereof.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Knowledge/Skills

<table>
<thead>
<tr>
<th>Licenses/Education</th>
<th>Problem Solving</th>
<th>Responsibility</th>
<th>Decision Making</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advanced technical knowledge, skills and abilities requiring the interpretation, analysis and practical application of principles, techniques, policies and procedures in a specialized area.</td>
<td>Activities involve multiple sources of data and require analysis, interpretation and integration to solve problems or determine course of action in alignment with specified objectives.</td>
<td>Position is accountable for planning and organizing work related to a significant function with District-wide impact.</td>
<td>Creativity and skill are necessary in the exercise of a high degree of independent judgment; regularly expected to influence decisions and make recommendations regarding the shape, direction, implementation and evaluation of the program area.</td>
</tr>
<tr>
<td>Significant and extensive interpersonal and communication skills applied to a broad and varied audience, for the purpose of educating, motivating, and influencing others’ behavior.</td>
<td>Problems are multi-dimensional. Tradeoffs and risks must be considered. The situations to be resolved include circumstances, facts, and issues that are often different from those encountered in the past. The employee considers various possible alternatives and consequences before selecting a solution.</td>
<td>Develops, reviews, recommends, and monitors procedures; coordinates implementation, analyzes trends, recommends corrective action and monitors results to achieve District goals.</td>
<td>The employee has the authority to interpret, analyze and apply District policies, procedures and State and Federal statutes and regulation.</td>
</tr>
<tr>
<td>Significant organizational skills and a systems approach required to implement/develop work methods and processes in a specialized program area that has a District-wide impact.</td>
<td>Considerable planning, typically involving coordination with others, is required.</td>
<td>Regularly trains staff and works with other work sites to implement procedures to accomplish program objectives.</td>
<td></td>
</tr>
</tbody>
</table>