# **MEET AND CONFER AGREEMENT**

# BY AND BETWEEN

**SHORELINE SCHOOL DISTRICT NO. 412** 

# AND THE

**CONFIDENTIAL EMPLOYEE ASSOCIATION** 

EFFECTIVE JULY 1, 2023 THROUGH JUNE 30, 2026

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The Confidential employees have united to develop a representative group to represent all confidential employee staff members. Basic to this proposition is the desire to ensure balance and integrity with a responsive management engaged in the service of producing quality and excellence in the Shoreline School District.

Confidential employees include two sub-groups:

- 1) Confidential Assistants:
  - a. Executive Assistant III (Superintendent)
  - b. Executive Assistant II (Asst. Superintendent, Business & Operations)
  - c. Executive Assistant I (Human Resources)
- 2) Confidential Prof-Techs:
  - a. Confidential Prof-Tech IV (Public Information Officer)
  - b. Confidential Prof-Tech III (Certificated Specialist)
  - c. Confidential Prof-Tech II (HR Classified Specialists, 2 positions)
  - d. Confidential Prof-Tech I (HR Confidential Specialist)

## Rules and Regulations Governing Employment

The agreement of employment shall be subject to all statutes governing the public schools of the State of Washington; to all policies, rules and regulations of the State of Washington; to all policies, rules and regulations of the District's Board of Directors existing at the effective date of this agreement; and, except where inconsistent with the express terms hereof, any future policies, rules and regulations of said Board of Directors.

#### Work Schedule

A full-time Confidential employee shall work 260 days per year, 8 hours per day, Monday through Friday, from July 1 to June 30 of each year, unless an individual work schedule has been assigned to an employee or otherwise approved on an exception basis by the employee's supervisor. The work schedule shall also include such other times as required in performance of assigned duties, EXCEPT for compensated absences authorized and approved as described in this agreement. Absence from work at times other than the times heretofore stated shall result in reduction of an employee's salary at the annual rate of per diem for each day of absence. Approved attendance at institutes, workshops, and other professional meetings shall be considered part of the work schedule. Any employee hired with less than a full year work schedule will receive a pro-rated salary, vacation days, holidays, personal days and any other benefits applicable to Confidential employees with 260-day contracts. In those years when the regular Monday through Friday work schedule results in more than 260 work days in a year, Confidential employees shall be entitled to take one day of uncompensated leave for each day in excess of 260 days they would otherwise be scheduled to work.

#### Compensation

For the 2023-24 school year, Confidential Employee members shall:

1. Take five (5) consecutive furlough days during which no work may be performed.

Confidential Employees shall collaborate with their administrator regarding the dates and conditions of furlough implementation.

2. Receive the Implicit Price Deflator (IPD) adjustment + the scheduled 1% salary increase effective 9/1/2023.

For the 2024-25 school year, Confidential Employee members shall:

- 1. Not be required to take furlough days.
- 2. Receive the Implicit Price Deflator (IPD) adjustment + a 1% salary increase.

For the 2025-26 school year, Confidential Employee members shall:

- 1. Not be required to take furlough days.
- 2. Receive the Implicit Price Deflator (IPD) adjustment plus a salary increase equivalent to that of the % Index to Middle School Assistant Principal.

Compensation for Confidential members shall be based on the following indices. Specific compensation levels for the current agreement year are set forth in Addendum A and step increases on the salary schedule will be retroactive to July 1, 2023 for the 2023-2024 year only.

Confidential Assistants	% Index to Middle School Asst. Principal
Executive Assistant III (Superintendent)	65%
Executive Assistant II (Asst. Superintendent)	62%
Executive Assistant I (Human Resources	59%

Confidential Prof-Techs	% Index to Middle School Asst. Principal
Prof-Tech Level IV (Public Information Officer)	80%
Prof-Tech Level III (Certificated Specialist)	72%
Prof-Tech Level II (Classified Specialists)	65%
Prof-Tech Level I (Confidential Specialist)	59%

In addition to an annual salary, Confidential employees shall be eligible to receive an EDUCATIONAL STIPEND for earned professional certification or educational degrees. To be eligible for the educational stipend, the professional certification and/or educational degrees must be in excess of the minimum qualifications for the employee's position and specifically related to that position. Further, the professional certification must be earned through satisfactory completion of a program of study recognized as an industry standard and for which the employee earns recognized professional credentials. Participation in and completion of a professional development workshop does not qualify for the educational stipend. The employee shall submit documentation of credits/certification to the Executive Director of HR for review and determination of eligibility for the stipend. The educational stipend amount for the current agreement year is set forth in Addendum A, and shall be pro-rated for the remaining months of the agreement year if submitted and approved after the agreement year has begun. Confidential employees hired prior to July 1, 2014 who have been paid an educational stipend

during the 2013-14 agreement year shall continue to receive such stipend (including as it may increase from time to time).

The District shall also provide one stipend per year for the regular and ongoing work required beyond the regular work day to support SCHOOL BOARD MEETINGS. At the request of the Association the annual stipend may be pro-rated between two positions when the work associated with the stipend is assigned to two positions. The amount of the annual School Board Meeting stipend is set forth in Addendum A.

All compensation is paid on a monthly basis in twelve equal installments, beginning with the July payroll. The annual salary and stipend(s), if any, shall be pro-rated for part-time employees and pro-rated if eligibility for a stipend begins or ends mid agreement year.

#### Holidays

Fourteen paid holidays shall be designated on the annual work calendar for full-time Confidential employees, as follows:

- 1. Labor Day
- 2. Veteran's Day
- 3. Thanksgiving
- 4. Native American Heritage Day (Friday After Thanksgiving)
- 5. Christmas Eve
- 6. Christmas Dav
- 7. New Year's Eve
- 8. New Year's Day

- 9. Martin Luther King Day
- 10. President's Day
- 11. Memorial Day
- 12. Juneteenth
- 13. Independence Day
- 14. One additional day related to Independence Day, as designated on the District calendar.

#### Sick Leave

Confidential employees shall be front loaded twelve (12) days of sick leave annually for illness of employee or family, injury, medical appointments, and emergency. Leave shall continue to accumulate in accordance with law. Employee shall be entitled to compensation for any unused sick leave on a per diem basis in accordance with appropriate law and regulations. Further, there is an annual option, as a unit, of rolling sick leave cash-out into a VEBA plan as appropriate under current laws and regulations. For the purposes of sick leave cashout provisions in this agreement, per diem shall be calculated as 1/221st of the annual salary for each position.

#### Personal Leave

Three (3) days of personal leave shall be provided each year, front-loaded as of July 1<sup>st</sup>, cumulative up to a maximum of six (6) personal leave days, and subject to pro-rating for employees who are hired after July 1 and/or less than full-year employees. Use of Personal Leave shall be reported to and approved by the appropriate administrator. Personal leave may be used in increments that are less than full days.

An employee may elect to cash out any unused portion of the current year's allocation (up to a maximum of three (3) days of personal leave per year). For the purposes of personal leave cashout provisions in this agreement, per diem shall be calculated as 1/221st of the annual

salary for each position. This provision is not applicable if the District is required to pay additional actuarial costs due to an excess compensation finding by DRS. Personal leave cash out requests must be submitted and received in Payroll no later than June 30 and will be paid on the July payroll. Compensation for personal leave cash out will be prorated for an employee who separates from employment before June 30<sup>th</sup>.

#### Bereavement Leave

A maximum of five (5) days bereavement leave shall be allowed for each death in the employee's family or household and up to two (2) days each for funerals of other relatives and/or friends.

## **Vacation**

Vacation shall be front-loaded as of July 1<sup>st</sup> at the rate of twenty-five (25) contracted days of vacation for a full-time employee. Vacation shall be pro-rated for employees who begin after July 1<sup>st</sup>. The employee's supervisor must approve scheduling of vacation. An employee may accumulate up to 57 days maximum; if the employee is over the 57 maximum days after the frontloading of July 1<sup>st</sup>, the supervisor will need to approve the carry over to be used by August 31st. Employees who retire or resign from their position will be allowed to cash-out a maximum of thirty (30) days, provided the Employee has submitted to Human Resources a written declaration of intention to retire or resign no later than thirty (30) days prior to the effective date of their retirement or resignation.

#### **Shared Leave**

Confidential employees shall be eligible to participate in the shared leave program as permitted by state law and adopted by the Board of Directors.

## **Jury Duty**

An employee who is absent because for jury duty shall be paid her/his regular rate of pay. The employee will retain fees paid as reimbursement for mileage and/or related expenses. The employee shall furnish the District with a written statement showing the date of jury duty. The employee shall report to work when released from any jury duty during any scheduled work day.

#### Family and Medical Leave

Family and Medical Leave shall be provided in accordance with Federal and Washington State laws and District policy. Policies and procedures are available on the District's website. The District will pay the employer premium and employees will pay the employee premium required by law to fund the Washington Paid Family Medical Leave program.

#### Work from Home

Confidential employees who are exempt from federal and state overtime provisions may elect to work from home for up to three (3) days per year. Work from home days need to be scheduled in advance, when feasible, and should be on non-student days and non-work days for certificated staff. Examples of uses of these days are for non-school days due to inclement weather where driving to work may be difficult or for an unplanned family

emergency. Employees approved to work from home are in work status and expected to engage in work-related activities throughout the individual's normal work schedule. If an employee is not available to engage in work-related activities while working from home, that employee must use appropriate leave as available elsewhere in this agreement.

### Medical Insurance Benefits

The District shall provide basic and optional insurance benefits through the School Employee Benefits Board (SEBB), or its successor as determined by the State of Washington. The insurance offered through SEBB shall be under the rules and regulations adopted by the State. The District may offer employee access to additional self-funded insurance as recommended by the Shoreline Insurance Advisory Committee and approved by the Shoreline Board of Directors, provided access to such insurance is allowed by the State of Washington and is wholly funded by the employees. The Confidential Employees Association shall be entitled to one representative on the Shoreline Insurance Advisory Committee.

The Parties acknowledge that the District must comply with state and federal laws concerning health insurance. In the event changes in state and/or federal law require revisions in the group insurance options available to Confidential employees, the District will notify the Association of such changes as quickly as possible.

## <u>Professional Development</u>

Each Employee will be eligible to use up to \$760 per year to pay tuition or registration costs for job related classes or conferences/workshops/membership fees. Prior approval from their supervisor is required. Attendance at such approved conferences/workshops or classes can be considered as work days. or can be used for hourly pay (as stated below). Travel expenses for mileage/lodging/meals expenses to such conferences/workshops or classes will be allowed according to District policy. The Employee may use this allocation to receive pay at the rate of \$190 for six (6) hours or a pro-rated portion there of, for District offerings or supervisor approved materials outside their regular work day. Unused allocations will not carry over to the following year.

## **Evaluation**

It is agreed that the Employee will be evaluated once a year and the evaluation will be due to Human Resources by June 30<sup>th</sup> of each year.

#### Enrollment of Employee's Child

The District shall comply with RCW 28A.225.225 with regard to applications for nonresident enrollment submitted for the children of Confidential Employees.

Students who are the children of Confidential Employees shall have preference in boundary exception decisions over students who are children of non-employee parents.

#### Resignation /Retirement

An Employee shall notify the District in writing of his/her intention of resigning his/her employment no less than fourteen (14) calendar days prior to their last day of work. An

Employee will notify the district of his/her intention to retire thirty (30) days prior to their retirement date in order to be eligible to receive payment for unused vacation. The District will provide the Employee with at least thirty (30) calendar days notice if cause for termination arises during the employment year.

#### **Reclassification Process**

Confidential Employees may request consideration for reclassification of his/her position by following the process outlined below:

- 1. For Confidential Employees to be eligible to apply for upward reclassification they must have been in their current position at their current level for a minimum of two years.
- 2. The employee must apply by February 1st to be considered for reclassification for the next agreement year beginning July 1<sup>st</sup>.
- 3. The Employee requesting a reclassification review must submit a letter detailing the rationale for the reclassification based upon changes in job responsibilities over the past two years. The employee's supervisor must provide input to and approval of the changes to the job responsibilities.
- 4. Reclassification requests will be reviewed by the Executive Director of Human Resources, the President of the Confidential Employees and the Superintendent.
- 5. Based upon financial parameters and the evaluation of the request, the recommendation regarding approval or denial of the request will be made by the Superintendent on or before May 1st.
- The recommendation and the Superintendent's decision are final and no appeal process is provided. The employee shall be informed of the decision, and in the event the reclassification is denied, the rationale for the decision shall be provided to the employee.

If the reclassification request is denied, the employee must wait until the following February 1<sup>st</sup> deadline to be eligible to apply again for reclassification.

(The remainder of this page has been intentionally left blank.)

## **Duration**

The duration of this Agreement begins July 1, 2023 and expires on June 30, 2026. The parties agree to reopen this Agreement under the following circumstances:

- 1) In the event that there are significant changes by the legislature affecting medical insurance benefits or other benefits/terms of employment mandated by the State; or,
- In the event that the Shoreline Principal Association (SPA) position of Middle School Assistant Principal is either changed or eliminated, the parties will meet and confer to identify a new SPA position most comparable to the Middle School Assistant Principal level and calculate a percentage of the new position's annual salary, which will result in equivalent pay for the Confidential employees; or
- 3) Major changes in Confidential Responsibilities. If the Superintendent chooses to make major responsibility changes in a Confidential employee's duties, the Superintendent shall inform the Confidential Employee Association President of such planned changes in a timely manner to provide an opportunity for input in advance of implementation of such planned changes; or
- 4) In the event there are significant changes to the structure of the SPA salary schedule.

Dated this grand day of January, 2024.

Confidential Employee Association

Denise Hinze, President

Shoreline School District No. 412

Susana Reyes, Superintendent

# ADDENDUM A – COMPENSATION LEVELS Effective July 1, 2023 (INITIAL)

\* Amounts DO NOT include negotiated 5 Furlough Days for 2023-2024 year only

		-	Effective J	uly 1, 2023	
Confidential Assistants	% Index to Middle School Asst. Principal	<b>Step 1</b> Years 0 - 4	<b>Step 2</b> Years 5 - 9	<b>Step 3</b> Years 10 - 14	Step 4 Years 15+
Executive Assistant III	65%	\$ 111,505	\$ 113,113	\$ 113,649	\$ 114,186
Executive Assistant II	62%	\$ 106,358	\$ 107,893	\$ 108,403	\$ 108,916
Executive Assistant I	59%	\$ 101,213	\$ 102,672	\$ 103,158	\$ 103,646

Confidential Prof-Techs	% Index to Middle School Asst. Principal	<b>Step 1</b> Years 0 - 4	<b>Step 2</b> Years 5 - 9	<b>Step 3</b> Years 10 - 14	Step 4 Years 15+
Prof-Tech Level IV	80%	\$ 137,237	\$ 139,216	\$ 139,875	\$ 140,536
Prof-Tech Level III	72%	\$ 123,514	\$ 125,295	\$ 125,888	\$ 126,483
Prof-Tech Level II	65%	\$ 111,505	\$ 113,113	\$ 113,649	\$ 114,186
Prof-Tech Level I	59%	\$ 101,213	\$ 102,672	\$ 103,158	\$ 103,646

ANNUAL STIPEND	EARNED PROFESSIONAL CERTIFICATION OR EDUCATIONAL DEGREE*
\$1,107	AA/Professional Certification
\$1,232	BA/BS
\$1,355	MA/MS Degree

\* The annual educational stipend shall be increased by the percent of the State increase in apportionment, if any, for classified compensation, in the month such increase is effective.

ANNUAL STIPEND	ompondation, in the month such mercuse is effective.	
\$3,000	SCHOOL BOARD MEETING SUPPORT	

Dated this The day of January, 2024

Confidential Employee Association

Shoreline School District No. 412

Susana Reyes, Superintendent

Denise Hinze, President

# ADDENDUM A – COMPENSATION LEVELS Effective September 1, 2023 (FINAL)

		Effective September 1, 2023			
Confidential Assistants	% Index to Middle School Asst. Principal	<b>Step 1</b> Years 0 - 4	<b>Step 2</b> Years 5 - 9	<b>Step 3</b> Years 10 - 14	Step 4 Years 15+
Executive Assistant III	65%	\$ 114,516	\$ 116,167	\$ 116,717	\$ 117,269
Executive Assistant II	62%	\$ 109,230	\$ 110,806	\$ 111,330	\$ 111,856
Executive Assistant I	59%	\$ 103,945	\$ 105,444	\$ 105,943	\$ 106,444

Confidential Prof-Techs	% Index to Middle School Asst. Principal	<b>Step 1</b> Years 0 - 4	<b>Step 2</b> Years 5 - 9	<b>Step 3</b> Years 10 - 14	Step 4 Years 15+
Prof-Tech Level IV	80%	\$ 140,942	\$ 142,975	\$ 143,652	\$ 144,331
Prof-Tech Level III	72%	\$ 126,849	\$ 128,677	\$ 129,287	\$ 129,898
Prof-Tech Level II	65%	\$ 114,516	\$ 116,167	\$ 116,717	\$ 117,269
Prof-Tech Level I	59%	\$ 103,945	\$ 105,444	\$ 105,943	\$ 106,444

	ANNUAL STIPEND	EARNED PROFESSIONAL CERTIFICATION OR EDUCATIONAL DEGREE*
	\$1,148	AA/Professional Certification
	\$1,278	BA/BS
\$1,405 MA/MS Degree		MA/MS Degree

<sup>\*</sup> The annual educational stipend shall be increased by the percent of the State increase in apportionment, if any, for classified compensation, in the month such increase is effective.

ANNUAL STIPEND	
\$3,000	SCHOOL BOARD MEETING SUPPORT

Dated this Oth day of January , 2024

Confidential Employee Association

Shoreline School District No. 412

Susana Reyes, Superintendent

### ADDENDUM B - POSITION CLASSIFICATION SYSTEM

Effective July 1, 2014, Shoreline Confidential Employee Association and Shoreline School District agree to implement a position classification system for the Confidential Prof-Tech positions in the Association. The system provides a rubric for classifying each position according to the authority, responsibilities, technical/educational requirements of the position, and the mental efforts required to complete the responsibilities. Position Levels are identified as follows:

Levels	Classification Values
Confidential Prof-Tech Level IV	550+
Confidential Prof-Tech Level III	500-549
Confidential Prof-Tech Level II	400-499
Confidential Prof-Tech Level I	300-399

The following positions are classified in each Level:

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1	evel IV	Public	Information	()fficer

Level III HR Certificated Personnel Specialist

Level II HR Classified Specialist
Level I HR Confidential Specialist

# ADDENDUM C - VEBA Plan Memorandum of Understanding Between Shoreline School District No. 412 and Confidential Employees