

COLLECTIVE BARGAINING AGREEMENT

September 1, 2024 — August 31, 2026

NORTHSHORE EDUCATION ASSOCIATION

and

NORTHSHORE SCHOOL DISTRICT #417

for

EDUCATIONAL SUPPORT PROFESSIONALS (ESP)



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**2024-2026 Collective Bargaining
Agreement between
Northshore School District No. 417
and
Northshore Education Association**

September 1, 2024 – August 31, 2026

1.00	PREAMBLE
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1.10 This Collective Bargaining Agreement, hereinafter referred to as "Agreement," is made and entered into by and between Northshore School District No. 417, King and Snohomish Counties Washington, hereinafter referred to as the "District" and the Northshore Education Association (NSEA)/Washington Education Association hereinafter referred to as the "Association" or "NSEA," representing employee groups and individuals as listed in Appendix B.

1.20 WHEREAS, the parties, pursuant to RCW 41.56 (Public Employees' Collective Bargaining Act) have reached certain agreements on wages, hours, and terms and conditions of employment, which they desire to confirm in this document, in consideration of the following covenants, it is hereby agreed as follows:

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

3.00	DEFINITIONS
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3.10 As used in this Agreement, the following terms shall apply:

3.11 COBRA – Consolidated Omnibus Budget Reconciliation Act of 1985 providing continuation of health benefit plans under specific situations with the premium being paid by the educational employee or dependent.

3.12 Days – Unless otherwise noted, "day," "days," refers to week days and is exclusive of weekends, holidays and vacations or school breaks. During the period following the last contracted day in June and the first contracted employee work day, the term "school day" shall mean week day.

3.13 District – Northshore School District No. 417.

3.14 Employees – All individuals occupying positions in the classifications listed in Appendix B.

- 3.15 New Employees – Employees who have yet to satisfactorily complete their probationary period as cited in the Probationary Section of the Agreement.
- 3.16 Substitutes – Persons hired as temporary replacements to cover emergency situations or employee absence. Substitutes may not be hired in lieu of or to avoid hiring of regular employees. For a substitute assignment of known duration longer than sixty (60) work days, or when a daily assignment exceeds sixty (60) continuous work days in the same location, the person occupying such assignment shall become an employee subject to the terms and conditions of the Agreement, for the duration of the assignment only, as a long-term substitute. Employees with this status shall not have reassignment rights pursuant to Articles 23 and 33. Eligibility for long-term substitute status is based on the length or anticipated length of the assigned position, not on the number of actual days worked by the employee in the position.

4.00 STATUS AND APPLICATION OF THE AGREEMENT

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

5.00 DISTRIBUTION OF THE AGREEMENT

- 5.10 Within the first thirty (30) school days following execution of this Agreement, the District shall make the Agreement available electronically on the District’s website and host a meeting for Association representatives and District administrators to review

new provisions and commonly misunderstood provisions. The electronic copy shall be downloadable, include all Memorandums of Understanding and Letters of Agreements, and be both ADA-compliant and fully searchable. The District shall deliver 500 printed copies to the Association to be distributed as chosen by the Association. A printed copy of the CBA shall be given to each employee who requests one. The District and Association shall provide “just in time” reminders about contract provisions throughout the school year.

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

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

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

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

6.40 The District will provide copies of the new hire letters to the Association in a timely manner. Such notification may be sent electronically. This letter provides the employee’s start date, location, hours, and position. Upon request by the Association, the District will provide a roster of all employees which includes employee name, job title, location, last four digits of the employee’s social security number, cell number, email address, home address, and home phone number, when such information is held by the District.

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

6.130 **Dues Deductions**

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

provisions of this Article, provided that the Association shall have the right, but not the duty, to designate, and pay all costs for, the attorney who may assist in the defense of any suit brought against the District as a result of these provisions.

6.150 Employees have a right to privileged communications with their union representatives except as otherwise provided in RCW 5.60.060. Employees are encouraged to use non-District email and other accounts for such communications. When District accounts are used, such communications may be subject to public disclosure under the Public Records Act.

6.160 When any new District committee, work group, or task force is formed, the District will make every effort to inform NSEA leadership in a timely manner. Prior to the first meeting of the committee, the District will inform the Association and the parties will determine if it warrants NSEA representation as defined above. When NSEA representation is deemed warranted and such committees meet outside the regular workday of the NSEA employee, the employee will be compensated at their hourly rate.

If NSEA learns of a committee, work group, or task force that has been initiated that was not communicated with NSEA in advance, NSEA may request information and participation on the committee.

6.170 The Association and District agree that the voice of educators is important to include on hiring committees for central office administrative positions that affect the instructional program. To that end, the administrator in charge of Human Resources will confer with NSEA when the District fills such central office positions to determine NSEA's interest in, participation, and level of involvement within the hiring process. When NSEA wishes to participate in the hiring process for such positions, the hiring committee will include two NSEA representatives.

At least two NSEA representatives (one certificated and one classified) selected by the building SDLT will be included on hiring teams for building administrative positions (e.g. principals/assistant principals). To ensure NSEA participation during any summertime hiring, NSEA representatives will be asked prior to the end of the year their interest in participating within summertime hiring committees. SDLT will select NSEA representatives to be contacted if such hiring occurs. The district will determine the remaining members of the interview team.

It is understood the Superintendent will maintain the ability to place a person into an administrative position without using the hiring process, and will alert NSEA to when this may take place.

6.180 The District will reserve 10 positions for representatives appointed by NSEA on the Racial and Educational Justice Committee. Current NSEA members of the REJ committee will complete their multi-year terms; as positions open NSEA will appoint the new members for a consistent total of 10 NSEA represented members.

Representatives from the NSEA Equity Committee and the NSD Racial and Educational Justice Department and Human Resources Department will meet four times per year to discuss and collaborate on issues related to racial and educational justice, including issues related to the working conditions, hiring, and retention of employees in historically marginalized groups. Eight total release days per year will be set aside for this purpose and may be used in half-day increments; the release time will be paid for through the existing REJ department budget.

7.00	ASSOCIATION AND ADMINISTRATION LEADERSHIP TEAM
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7.10 The District and Association share a common ongoing commitment to achieving the highest level of instructional quality for all students as articulated in District goals and performance measures. The parties also share a common belief that instructional quality will be a product of a specific way of doing business: working together as partners rather than as competitive adversaries. To be effective and authentic partners, the parties must share authority, responsibility and accountability for decisions about instructional quality, and owe each other a duty to act under the highest standards of good faith for the common benefit of all partners.

7.20 **Commitment to How We Will Do Business**

7.21 **Respect**

The District and Association shall expect, articulate and demonstrate mutual respect for the professional expertise of all educators in the decisions that affect instructional quality and in our communications about those decisions.

7.22 **Trust**

The District and Association shall develop a culture of mutual trust by being reliable (following-through on commitments), truthful (candidly honest and fair), and forgiving (allowing room for error or weakness).

7.23 **Support**

The District and Association shall support the success of the initiatives included within the partnership by prioritizing these projects in the allocation of each party's resources, and by supporting the decisions made through our partnership.

7.24 **Consensus**

The District and Association shall work through disagreements and challenges respectfully, in a manner that acknowledges the legal and political roles of each party and promotes the greatest possible consensus across the District. Consensus requires time to process information and to truly understand and represent the interests of constituencies.

7.25 **Public Communication**

The district and Association shall support the success of our partnership by affirmatively communicating the importance of our initiatives and our partnership to our own constituencies and to the broader Northshore community.

7.26 **Focus**

The District and Association shall strategically choose partnership tasks to focus our limited time, energy and resources on topics that provide the greatest impact on instructional quality.

7.27 **Commitment**

The words on these pages were our best effort to put our commitment in writing, and may fall short of our intentions. The District and Association shall commit to maximizing their cooperation to improve instructional quality.

7.30 The District and Association agree to maintain an Association and Administration Leadership Team (AALT) for the purpose of problem solving mutually agreed upon issues, assessing mutual needs, and facilitating communication between the parties. The AALT will not engage in negotiations or in grievance resolutions unless mutually agreed upon by both parties.

7.40 The AALT will meet on a monthly basis and will be comprised of up to fourteen (14) Administrators from the District and up to ten (10) Certificated representatives from the Association and up to four (4) ESP representatives from the Association. The co-chairs of the AALT will be the Association President and Superintendent or their designee.

Agendas will be developed by the AALT co-chairs with agenda items being submitted to the other party one week prior to the meeting. In order to achieve the aforementioned commitments, if either party believes the agenda requires the time, the parties agree to meet for up to five hours. Employees will be released without loss of pay for meetings scheduled by the AALT during the regular work year.

7.50 The AALT is the forum for implementing this Article. The District shall inform the Association when significant changes in District adoptions, programs (understood in the broadest way possible), professional development, instructional initiatives, technology, or curriculum as well as state initiatives or mandates(e.g., the classroom teacher evaluation system, induction for new teachers, state assessment changes, common core standards) are under consideration or preliminary plans are being made in order to provide the Association with a timely opportunity to dialog and provide input prior to a decision. "New District Initiatives" shall be a standing agenda item at all the AALT meetings. When there are questions whether a building-level initiative has district-wide implications, SDLTs and building administrators shall consult with

regional assistant superintendents and Association leaders to check if building-level initiatives are significant or broad enough to be added to the AALT agenda. Inclusion of new district initiatives on the AALT agenda is not intended to inhibit the creativity or urgency of building-level and district wide initiatives, or to modify the authority for any person or group authorized to make decisions.

If the Association raises concerns, the parties shall attempt to resolve the matter pursuant to this Article.

7.60 In the event NSEA brings concerns regarding building climate to the AALT, the parties shall mutually develop a joint plan of action to address the concerns.

8.00 MONITORING THE AGREEMENT

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

9.00 NON-DISCRIMINATION AND CITIZENSHIP RIGHTS

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

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

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

9.40 Employees have the right to work in an environment free of sexual harassment as defined by and under the provisions of applicable laws. An employee who has a complaint regarding sexual harassment may file that complaint with the employee's supervisor or the Superintendent or their designee in an attempt to resolve the complaint on an informal basis. This provision does not grant the employee the right to file a grievance regarding sexual harassment through the provisions of this Collective Bargaining Agreement. However, it does not prohibit the employee from exercising their rights in any other appropriate legal forum.

10.00 NO STRIKE/ NO LOCKOUT

10.10 The District will not lock out its employees and the Association will not cause or encourage its members to engage in any strike or other work stoppage for the duration of this Agreement.

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

11.00 NO CONTRACTING OUT

11.10 The duties and/or responsibilities normally assigned to employees shall not be transferred to any agency or individual in such a manner so as to reduce or replace such duties and/or responsibilities.

12.00 LENGTH OF WORK YEAR

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

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

12.21 Forty (40) professional hours will be provided as optional paid work hours for employees whose regular work assignment is 183 days or more. These professional hours may be used for the same purposes described in Section 12.20. These hours will be paid at time and one-half for any hours beyond forty (40) work hours per week. Employees hired after the school year

begins will receive a prorated amount of these professional hours. On each employee's electronic pay statement, the District shall show the employee's individual professional hour balance.

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

Tuition expenses to be reimbursed must be incurred on or after the first work day of the school year through August 31 of the same contract year. Each employee can submit up to three reimbursement requests per contract year. Final receipt submission must be received by the District no later than August 31 of the contract year for which the pre-tax tuition reimbursement was elected. Reimbursement payments will be made upon submittal of authorized receipts in accordance with Internal Revenue Service (IRS) regulations. Should the program at any stage be found to be out of compliance with IRS regulations, the District and Association will meet and take appropriate actions, including the recovery of employee payroll taxes, if necessary.

- 12.23 Contingent upon the Washington State Legislature maintaining apportionment funding for the 180-day school year, the work calendar for registered nurses will be 185 days, one day of which will be for the purpose of District in-service. The District and Association shall meet and confer on the work calendar annually. Principals may agree to minor variations in the work calendar provided an equivalent amount of time is worked. The nurse work calendar of 185 days will be the 180 days of the school year; the five (5) additional days will be worked prior to the first day of school.

12.23.1 On the three days that certificated staff return prior to the start of school, Registered Nurses will not be expected to participate in general building staff meetings beyond a total of 4 hours and will be scheduled in collaboration with their building administrator.

12.23.2 In emergency situations, Registered Nurses will not be required to seek preapproval for the use of pool hours and will notify their building administrator within 24 work hours after the emergency.

- 12.30 A pool of three thousand three hundred (3,300) hours shall be provided for use by employees for the same purposes enumerated in Section 12.20 subject to principal or supervisor approval, after the exhaustion of the employee's individual allocation. Employees must submit hours worked on their regular timesheet for the month in which the hours were worked. Hours worked in August shall be charged to the subsequent

year's professional hour balance. A report on the use of hours will be provided monthly to the Association. Unused hours shall not be carried over to the succeeding year.

12.31 The District will bi-annually publish a memo to ESPs and their supervisors on the use and procedures of Professional and Pool hours and where their Professional Hours balances are tracked. As part of this memo the District will inform ESPs that any PD that is offered externally (including NSEA, WEA, and NEA) are also eligible for use of their Professional Hours. Further, the memo will include reference and instructions to ESPs on the use and access of the Staff Development Fund (28.10).

12.40 **Holidays**

The following twelve (12) holidays will be observed for all employees:

Labor Day
Veteran's Day
Thanksgiving Day and the day following
Christmas Day and the day before
New Year's Day and the day before
Observance of Martin Luther King Day
Presidents' Day
Memorial Day
Juneteenth

12.41 To be paid holiday pay, the employee must work either the work day preceding the holiday or the work day following the holiday, or be on paid leave the work day preceding or the work day following the holiday.

12.42 The afternoon prior to the Thanksgiving holiday shall be considered a paid holiday, and school-based NSEA-represented employees shall be entitled to depart the building thirty (30) minutes after student dismissal without loss of pay. Non-school-based NSEA-represented employees shall be entitled to depart the work site at 1:30 pm to ensure schools have support during the time students are returning home. The partial workday on the afternoon prior to the Thanksgiving holiday shall not change service credit or adversely impact employees' salary, retirement credit, or benefits.

12.43 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.

12.50 **School Year Calendars**

Calendars will be developed for each year of the duration of the contract plus one year ahead, using the following parameters:

- A. Every year by June 30 NSD and NSEA will agree on the calendar for the school year two years ahead (i.e. by June 30 of 2024, for the 2025-2026 school year).
- B. The first student day will be on a Tuesday or Wednesday depending on whether it will end the school year before Juneteenth.
- C. The student year will begin before Labor Day if Labor Day falls on September 5, 6, or 7 and begin after Labor Day if the Labor Day falls on September 1, 2, 3, or 4.
- D. The Wednesday before Thanksgiving will be a half-day at all levels.
- E. Winter break will be scheduled over a period that includes three full weekends.
- F. Mid-winter break will be scheduled during the week of Presidents' Day.
- G. Spring Break will be scheduled during the third quarter.
- H. Three (3) emergency closure make up days will be included in the calendar, to be used if needed and scheduled following the last student day in June.
- I. Early release days will be scheduled on Wednesdays.
- J. Professional days will be scheduled on the Tuesday, Wednesday, and Thursday of the week prior to the first student day.
- K. The District will provide clear and consistent communication opportunities for constituent groups, including staff and families, to plan for the future.

The parties will jointly determine elementary conference dates when developing future calendars.

- 12.51 If a change in the approved District calendar occurs, District representatives and Association representatives will meet to mutually determine the following:
 - A. Necessary adjustments in the calendar;
 - B. When employee work days will be rescheduled;
 - C. Changes in calendar-related items.

13.00	WORKDAY PROVISIONS
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- 13.10 The workday shall be continuous for all employees, except for employees working as crossing guards and/or performing playground supervision, for whom a split shift may be scheduled by mutual agreement between the employee and the District prior to the start of the position and/or each school year. Employees are not to work beyond

scheduled work time without prior approval from the building principal/supervisor. If meetings are required, adjustment of schedules will be made with agreement of the employee or the time will be paid.

- 13.20 The minimum work day assignment for employees in this unit, excluding School Assistants, School Technology Specialists, and Campus Supervisors, will be four (4) hours (except for LAP and EL.) LAP and EL employees will have a minimum average work week schedule of twenty (20) hours. Such employees shall be considered to work an average four (4) hour day if their regular work week schedule is five (5) hours/four (4) days a week. The work week shall be Monday through Friday unless an alternate workday or workweek is agreed to by the employee, the building/site supervisor, the Program Coordinator, and the Director of Human Resources.
- 13.21 It is understood and agreed upon that LAP and EL employees may need additional hours assigned to allow for holiday pay and still allow for twenty (20) hours per week when students are present. For example, if a holiday falls on a Friday, LAP and EL employees will be paid for the Friday holiday and work Monday through Thursday as scheduled with students.
- 13.22 LAP and EL employees will work with their District Administrator or Building Administrator to establish necessary planning times when such employees are responsible for implementing student instruction with minimal direction. Such planning time will normally be for thirty (30) minutes daily.
- 13.23 Nurses selected as regional team leaders that work less than eight (8) hours per day will be allocated an additional two and a half (2.5) hours per week and will be provided with ten (10) days release for team leader responsibilities.
- Employees in Nurse Team Leader roles in the 2022-23 school year who continue in this role will continue to be assigned 8 hour days.
- In the event of a potential future pandemic or outbreak, Nurse Regional Team Leaders will be invited to provide input on any district processes and policies related to the crisis.
- 13.24 On days when students are scheduled for early release or late arrival, employees shall work their regular work hours, unless alternative scheduling is agreed to between the employee and principal providing an equivalent amount of worktime.
- 13.30 For the purposes of class overloads or when the District determines temporary assistance is needed, employees may accept additional hours beyond four (4) hours per day or twenty (20) hours per week for a period not to exceed forty-five (45) school days without insurance benefits.

13.40 Two fifteen (15) minute relief periods for employees working six and one-half (6.5) hours or more shall be provided as part of the working day. One fifteen-minute (15) relief period will be provided for employees working four (4) hours to six and one-half (6.5) hours. Employees working more than five (5) hours shall be provided an unpaid, one-half (1/2) hour, duty-free lunch period. Relief periods shall be taken at regularly scheduled times, whenever possible. It shall be the Building Administrator's responsibility that each employee's schedule permits them to take these relief periods. An employee may request the Building Administrator's assistance in scheduling their relief period.

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

13.41 Checking work email is a work duty to be done on work time, and time shall be allocated for this work within an employee's scheduled workday. In the event an employee is not allotted such time, they may request the Building Administrator's assistance in scheduling this time.

13.42 In recognition of their increased accountable work time in a 4-day work week (i.e. less designated break periods in the same number of hours as 5-day-per week employees) ATP employees will be allowed to flex up to 30 minutes of time per week or up to 18 hours annually. This flex time also applies to any make up hours required.

13.43 Full-time Education Support Professionals (ESP's) working in high schools with a seven period day will be assigned an additional 30 minutes per day, when compared to full-time ESPs working in buildings with a shorter student day, up to a maximum of 8 hours per day.

13.50 Employees required to work beyond their regularly scheduled workday shall be paid on an hourly basis up to forty (40) hours. Work beyond forty (40) hours must be pre-approved by the administrator, and will be paid at time and one-half (1-1/2). Compensatory time may be taken in lieu of overtime at the rates above by mutual agreement between the employee and their immediate supervisor.

13.60 Nothing in this Agreement shall require the employer to keep offices or buildings open in the event of inclement weather, nor when otherwise prevented by a natural disaster. When schools are closed to students, due to the above conditions, employees shall not be required to report to their job assignments and shall suffer no loss of pay. If school closures necessitate the addition of days extended to the school year or time added to the school day to meet the state requirements for school days and instructional minutes, then the employees of this bargaining unit will be required to work the additional minutes and/or days. If the state waives days due to emergency closures, the employees of this bargaining unit will be required to make up only the time required by the state,

and will be granted paid leave for any assigned hours not worked due to the waived days.

- 13.70 If an employee needs extra time to complete their job requirements due to a school closure, the employee may request supervisor approval to use professional and/or pool hours.
- 13.80 If an employee is required to work during assigned hours that have been waived for other employees of this bargaining unit, the employee will receive compensatory time for the hours worked.
- 13.90 If the District closes buildings for emergency purposes prior to the end of an employee's assigned work hours, the employee shall be compensated for the full day.
- 13.100 If an employee is unable to report to work due to inclement weather conditions and the building is open, the employee may use emergency leave or earned compensatory time or may take leave without pay.
 - 13.101 In the event of building closure due to emergency reasons, each employee will be given the opportunity to make up time missed when the District schedules make-up days for teachers.
- 13.110 Employees requested by the building administrator to accompany students on day or overnight field trips will have all expenses covered, including their hourly rate of pay, for additional hours and entrance fees.
- 13.120 In the event of an emergency which forces students to stay beyond the normal student day (i.e., snow, earthquake, late arrival of buses, etc.), employees may be asked by their supervisor to stay at the work site to assist with student supervision. Such employees will be paid their hourly rate and any overtime, if appropriate, for such duty.
- 13.130 **Nurse Schedules**
 - 13.131 Nurses employed prior to July 1, 2004, will have the opportunity to maintain their current workday of 7.5 hours.
 - 13.132 At the beginning of the school year, nurses and principals should work together and document in writing, the nurse's schedule for the year. Nurses and building administrators at sites staffed at less than 7.5 hours a day shall meet and agree, in consultation with the District's Health Services Supervisor, on reasonable duties and responsibilities in light of the shorter workday. As allowable under state and federal law and with agreement from the principal, nurses may voluntarily elect to waive their duty-free lunch and instead maintain the nurse's office open and services provided during which time they shall be paid. In addition, if nurses are expected to work their unpaid duty-free lunch (including being on-call to respond to any calls or needs), they shall be paid for this on-call time.

- 13.133 At schools whose enrollment generates a 6.5 hour nurse, the workday shall be 7 continuous hours per day, with a 30 minute duty-free lunch at or around the mid- point of the shift (32.5 hours per week), and the 2.5 hour flex-time provision shall not apply.
- 13.134 At schools whose enrollment generates a 7 hour nurse, the building administrator in consultation with the nurse shall decide whether:
- 13.134.1 The workday will be 7 continuous hours per day, with a 30 minute duty- free lunch at or around the mid-point of the shift, with 2.5 hours to be scheduled flexibly during the week (35 hours per week); or
- 13.134.2 The work day will be 7.5 continuous hours per day, with a 30 minute duty-free lunch at or around the mid-point of the shift without application of the 2.5 hour flex-time provision (35 hours per week).
- 13.135 At schools whose enrollment generates a 7.5 hour nurse, the workday will be 7.5 continuous hours per day, with a 30 minute duty-free lunch at or around the mid- point of the shift, with 2.5 hours to be scheduled flexibly during the week (37.5 hours per week).
- 13.136 Nurses working an 8 hour shift shall work 8 continuous hours with a 30 minute duty-free lunch at or around the mid-point of the shift, with 2.5 hours to be scheduled flexibly during the week (40 hours per week).
- 13.137 An employee required to travel during the workday shall only be required to travel between schools once during the workday, and shall be provided a 30 minute, duty- free lunch and mutually agreed-upon transition and travel time, to be scheduled in writing. Employees will be reimbursed at the approved IRS-mileage rate when using a personal vehicle for District business (Article 44.10).
- 13.138 In the event that a nurse is assigned to two (2) schools, they shall receive three (3) additional eight (8) hour days to open and close the two (2) schools. These days shall be scheduled at the nurse’s discretion and recorded on a timesheet.
- 13.139 Employees who are assigned to instruction shall not be requested nor required to leave their assignment in order to meet the needs created by the absence of a nurse.
- 13.140 Classified staffing allocations will be based on enrollment projections for the following year and will be adjusted once (upward only) based on October 1 enrollment.
- 13.141 Prior to any modification of the current staffing standards or practices, the District shall consult with NSEA, and provide an opportunity for input.

14.00	WORKLOAD
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14.10 Nursing Staff Levels

- 14.11 Each high school will be provided 1.5 nurse FTE. Elementary and middle schools will be maintained at the same level of nurse FTE.
- 14.12 Float Nurse - Beginning in the 2023-24 school year, the District shall employ a minimum of 1.0 FTE nurse float. The SkyCreek campus 1.0 FTE position will continue to support Canyon Creek & Skyview, while supporting other district buildings as needed to be determined by the Health and Nursing Services Supervisor, provided the enrollment remains near or above 2022-2023 levels.
- 14.13 Nurses who bill services to Medicaid shall be compensated at their hourly rate of pay for 10 minutes per month for each student for whom billing is submitted. If a nurse is assigned 8 hours per day and has another part-time nurse in their building, the part-time nurse will be assigned the building's Medicaid billing whenever reasonably possible.
- 14.14 Nurses at elementary schools where enrollment exceeds 600 will be provided an additional 15 hours to be used in August.
- 14.15 Registered Nurses and Building Administrators are required to submit the "No-Nurse" plan by the fourteenth (14th) day of school to the Health and Nursing Services Supervisor.

14.20 School Technology Specialist (STS) Days and Assignment

- 14.21 The District will assign an additional five (5) paid days to each STS before and/or after the school year (for a total of 185 annual work days), which will be scheduled in collaboration with their administrator.
- 14.22 The supervising building administrator and STS will meet annually to determine the STS daily schedule with input from the STS supervisor.

14.30 School Assistant Schedules

- 14.31 School Assistant work hours are to be assigned based on need and only during the times when students are present on campus (arriving and departing included), excluding early release Wednesdays. The role of the school assistant will be prioritized as non-instructional support first for student safety (lunch, recess, crossing supervision, arrivals/departures) and subsequently allowing for classroom and instructional support. In emergency situations, the school administration may request other Educational Support Professional (ESP) staff to support non-instructional supervision, if the request is mutually agreed upon by the ESP employee. Each year, when school administration is working to create the school

assistant supervision schedule, the school assistants will have the opportunity to provide input regarding preferences of assignments.

14.40 Mental Health Specialists

- 14.42 The Director of Student Services, and the Mental Health Specialists, shall develop a model for caseload assignments and then implement this model in subsequent years. This shall be a part of monthly team meetings. The caseload assignment model for District employed Mental Health Specialists, not assigned to special education, will consider the needs of students furthest from educational justice, rather than only the students' schools.
- 14.43 Eighty percent (80%) of District Employed Mental Health Specialists' work day shall be in direct service to students. Twenty percent (20%) shall be designated for caseload management (documentation, family outreach, referrals to community resources, etc). For example, this may be scheduled as four (4) days with students, one (1) day for caseload management, but shall be scheduled with their supervisor.
- 14.44 At each work site, Mental Health Specialists shall have access to a confidential workspace when scheduled to be at that location.
- 14.45 During the 2024-25 school year, the District's Technology Department, in consultation with legal services, and Mental Health Specialists, are to identify and implement a secure record keeping system that is compliant with FERPA, HIPAA, and records retention laws, for Mental Health Specialists to utilize for their caseloads. In addition, The Director of Student Services, or designee, in consultation with legal services, shall develop a release of information (ROI) between the Specialist and school staff that works with the student, that will be requested of students and parents when assigning to a District Employed Mental Health Specialists' caseload.
- 14.46 The primary role of the District Employed Mental Health Specialist is to serve as an interventionist. Once a Mental Health Specialist has been assigned a new student to their caseload, they will consult with the referring guidance team and the student's counselor, and the supervisor for Mental Health Specialists on the appropriate evidence-based intervention and timeline.
- 14.47 The Director of Student Services, or designee, shall develop a data collection system to assess the effectiveness of the interventions provided by District employed Mental Health Specialists and shall provide an update to AALT by December 2025.

14.50 Dean of Students (Deans) Days and Assignment

- 14.51 The work year for Deans shall be 199 work days.

- 14.52 Three of these days will be flexible and scheduled in collaboration with their administrator.
- 14.53 Each year, AALT will review specific school programs, enrollment numbers, and the number of building administrators assigned to each school when determining which schools the Dean positions will be assigned.
- 14.54 If, for any reason, the allocation for Deans is ever reduced, the least senior (using ESP Seniority as defined in 31.20) of the Deans will be displaced and will be placed in an ESP I, II, or III vacancy for which they have the qualifications. If a Dean holds a teaching or ESA certificate, they may be placed in a certificated vacancy in which they are endorsed.

14.60 **Campus Supervisors**

14.61 **Staffing**

- 14.61.1 The District will assign two (2) campus supervisors to each comprehensive high school, unless there is a School Resource Officer (SRO), in which case there will be one (1) SRO and one (1) campus supervisor. If a SRO is added or removed, the district and the association will meet and determine the impact on current staffing levels.

14.62 **Position Expectation**

- 14.62.1 While the primary duty of the Campus Supervisor is to provide supervision of students and the campus, building administrators will annually communicate that it is the duty of all staff to support the supervision of students during passing periods. To support the safety of the campus, Campus Supervisors will be authorized to issue non-exclusionary discipline that is consistent with the Student Rights and Responsibilities Handbook.
- 14.62.2 In situations where Campus Supervisors are unable to supervise a restroom or locker room based upon gender identity, schools will designate a staff member to aid Campus Supervisors.
- 14.62.3 Additionally, the oversight of building parking lots, parking passes, fees, and other related tasks, will be a responsibility of Campus Supervisors. Schools may hire a school-year only Campus Supervisor position to support parking supervision and/or other assignments, provided funding is available.
- 14.62.4 Building administrators will schedule twice-monthly meetings, during the work day, with the Campus Supervisors assigned to their buildings.

14.70 **English Language Development (ELD) Services and Staffing Model**

- 14.71 A District-wide pool of 3,800 additional hours per year will be created for ELD paraeducators to provide ELD services, including to Monitor Year 1 and 2 students, who are struggling to achieve grade level standards.
- 14.72 The parties agree to develop guidance regarding best practices in leveraging ELD paraeducators to support multilingual students qualifying for ELD services and distribute. The guidance will be distributed to building administrators, certificated instructional staff, and ELD paraeducators.
- 14.73 ELD paraeducators will have access to instructional support materials as necessary to support multilingual students qualifying for ELD services.

This matrix is a summary of the text found above in this article. Refer to the text for more information:

ELD Paraeducator Staffing			
Elementary			
Number of Multilingual Students Qualifying for Active ELD Services	Weekly Paraeducator Hours	Number of Monitor Year 1 and 2 Students	Weekly Paraeducator Hours
0-10	0 hrs	0-10	0 hrs
11-20	20 hrs	11-40	20 hrs
21-35	32.5 hrs	40-60	32.5 hrs
36-60	40 hrs	61+	40 hrs
61+	60 hrs		

ELD Paraeducator Staffing*			
Secondary			
Number of Multilingual Students Qualifying for Active ELD Services	Weekly Paraeducator Hours	Number of Monitor Year 1 and 2 Students	Weekly Paraeducator Hours
0-10	0 hrs	0-10	0 hrs
11-20	20 hrs	11-40	20 hrs
21-35	32.5 hrs	40-60	32.5 hrs
36-60	40 hrs	61+	40 hrs
61+	60 hrs		

14.80 **Speech Language Pathologists (SLP) Workload**

A level 2 position will be created in the CBA for a licensed SLPA (Appendix B) to fill vacancies prior to contracting agency SLPAs. SLP paras will be assigned to work in

partnership with the SLP department leads and a special education director to create a regional response to support students and staff.

14.90 Mid-Level Blended Staffing Model

In recognition of student needs following the dissolution of the Mid-Level Blended program in the North and East regions, the District will maintain the additional paraeducator staffing provided during each school year (above the staffing model outlined in the collective bargaining agreement) at the following schools and at the following levels:

- Canyon Creek – 1 6.5-hour
- Cottage Lake – 1 4-hour
- East Ridge – 1 6.5-hour
- Fernwood – 1 6.5-hour
- Hollywood Hill – 1 6.5-hour
- Kokanee – 1 6.5-hour
- Ruby Bridges – an additional 2.5 hours (increases a 4 hour para to 6.5)
- Sunrise – 1 6.5-hour
- Wellington – an additional 2.5 hours (increases a 4 hour para to 6.5)
- Woodin – 1 4-hour

14.100 Early Childhood Staffing

Early childhood special education and general education teachers shall be scheduled for 200 minutes of preparation time each week excluding lunch. This preparation time will be provided on Wednesdays.

General Education	Caseload Ratio
Ready Start General Education Teacher (ESP Level 2)	1:32
Head Start Lead Teachers (ESP level 2)	Caseload will align with grant requirements.
Family Support Specialist (FSS) (ESP Level 3)	Caseload will align with grant requirements.
Extended Day Special Education Teacher	20:1 Extended Day program will be staffed at one 6.5 hour para educator to every 4 students.

*NSEA and NSD agree that Ready Start will be a co- teach program.

14.110 Conversion of Staffing Allocation

Special education teachers and building administrators may contact the administrator in charge of Human Resources to request a conversion of two full-time special

education paraeducator FTE into 1 full time special education case manager FTE. This conversion would occur in the Spring for the following school year.

The District will fill certificated or paraeducator open positions with FTE or long-term substitutes even when in the last 60 days of the school year.

15.00 MULTI-TIERED SYSTEMS OF SUPPORT

The District and Association recognize that the use of the MTSS Whole Child Framework enables teachers, ESAs, ESPs, administrators, students, and families to work together to ensure that each student has equitable access to opportunities that meet every need, enhance every strength, and move our system towards racial and educational justice.

The District will continue to develop and provide guidance and materials to ensure there is a unified approach across the system that builds on educator knowledge and students' strengths in order to support the academic, social, emotional, and behavioral needs of students, especially minoritized students furthest from educational justice.

If a change of working conditions occurs as a result of these provisions, the parties agree to discuss it in AALT. If a solution agreeable to both parties is not achieved, either party may request to reopen this article.

15.10 MTSS Teaming Structures

15.11 NSD MTSS Teaming Structures include, the MTSS District Implementation Team, the Universal Support Leadership Team (SDLT), Grade Level/Department PLCs, and the Intensive Support Guidance Team (GT). To enable each school to implement the essential components of a comprehensive NSD MTSS Whole Child Framework, the District and/or Association agree to implement and facilitate improvements in the following Teaming Structures and other areas as outlined in the remainder of this Article.

15.12 All staff will be educated on MTSS systems, structures, and processes (all levels, district admin, building admin, ESA, Certs, etc.). Teams will be provided training about roles and responsibilities. Training will be provided yearly. Ongoing support will be offered for existing teaming structures. Communication about MTSS roles, expectations, systems, structures and processes will utilize multiple avenues (e.g., email, PD Calendar, etc.).

15.13 Buildings will facilitate a district-created annual orientation regarding the roles and responsibilities of the SDLT and Intensive Support Guidance Teams.

15.20 District MTSS Implementation Team

15.21 The District MTSS Implementation Team will:

- 15.21.1 Be revised yearly with District and Association leadership to ensure the team’s composition is representative of involved parties. NSEA reserves the right to select and appoint its members to the District MTSS Implementation Team (DIT). The district will select school administrators as part of this team. NSEA and NSD will each appoint 8 members to this team.
 - 15.21.2 Meet regularly at times mutually agreed upon by team members and not more than one time per month of each school year.
 - 15.21.3 Create recommendations for systems, structures, and/or processes for elementary and secondary teams to collaborate that will allow staff that serve multiple grade levels and/or serve similar content areas to work with each of their teams.
 - 15.21.4 Share recommendations for systems, structures, and processes developed by the team with AALT prior to dissemination of information and/or training in schools.
 - 15.21.5 Provide guidance for all staff of the purpose, process, membership, roles & responsibilities, and procedures (before-during-after) of Guidance Teams. The MTSS District Implementation Team will continue to revise and improve this process yearly.
 - 15.21.6 Work in collaboration to ensure the greatest supports and access for students’ needs across the building.
- 15.22 In support of school-based teams, the District, with consultation by the District Implementation Team, will create an inventory of supports available to the buildings (staff time, sub pool hours, PD, curriculum, behavior or academic supports, etc.).
- 15.23 To ensure employee voice, the MTSS District Implementation Team will create, and review yearly, a feedback loop process prior to the last day of the first quarter. This process will identify how staff can provide feedback/concerns throughout the year. Minutes from DIT meetings and received feedback/concerns will be shared with AALT. The DIT shall provide regular updates to the Cabinet.

15.30 School-Based MTSS Directed Work

- 15.31 To implement Northshore’s MTSS Whole Child Framework, ESPs and certificated educators will continue to come together to review student data, identify necessary interventions and supports, monitor student progress, and make adjustments to established interventions and supports as needed based on available data.

15.32 Educators can utilize time such as early release Wednesdays and/or other times agreed upon by the various educator teams (e.g., Guidance Team, grade-level, department, Counselor, ESA, Specialist, Teacher Librarian, etc.). School SDLTs may determine additional time in accordance with the NSEA certificated agreement.

15.33 Each school shall additionally be provided a pool of 30 hours of release time each school year to support implementation efforts, to be divided amongst non-supervisory staff as determined by the SDLT.

15.40 **SDLT Implementation of MTSS Teaming Structures**

15.41 SDLTs will implement the MTSS Universal Teaming Structure based on the following guidelines. Specifically, SDLTs:

15.41.1 Will support the work of each school’s Strategic Action Plan. This includes determining the data to be collected (and associated timelines) and used to identify student academic and social-emotional and behavior needs, and informing school-based MTSS supports, as well as monitoring progress. The district will provide SDLTs with guidance, resources, and training.

15.41.2 Ask SDLT representatives from grade level / department / specialized teams to share how their teams are identifying student academic and social/emotional/behavior needs, implementing student supports, and monitoring progress.

15.41.3 May elect to utilize all or part of the two (2) – four (4) SDLT designated days in accordance with the NSEA certificated collective bargaining agreement, to complete any MTSS work identified by the MTSS District Implementation Team and approved through the appropriate process which includes a discussion at AALT of any workload impacts.

15.41.4 Work in collaboration to ensure the greatest supports and access for students’ needs across the building.

15.50 **Intensive Support Guidance Teams (Guidance Teams)**

15.51 Intensive Support Guidance Teams (GT) will:

15.51.1 Meet at least twice per month.

15.51.2 Will check in with staff who work with students new to the building to see if additional support is needed and create a plan for support and quarterly checkpoints, as necessary.

- 15.51.3 Be provided with 1) clarified facilitation roles for counselors, ESAs, and other members; 2) other structures and supports for interventions, including templates for agenda management and/or team facilitation to support effectiveness of GT (i.e. review of actions, parking lot items, persons responsible, etc); and 3) a clear mechanism for addressing GT operational concerns to the building administrative representative and/or through District Implementation Team feedback.
- 15.51.4 Utilize the available district resources and instructional matrices to identify and support students.
- 15.51.5 Work in collaboration to ensure the greatest support and access for students' needs across the building.
- 15.52 Members of the GT will be compensated for meetings outside the work day at their hourly rate and shall not lose duty-free time if meetings are held during lunch.
- 15.53 All staff will be provided with initial and ongoing training about the function of the GT, as well as the resources in place for how to access GT support. As part of training provided to GTs, the District will ensure all members understand how to support completion of the EL matrix. This is not intended to be completed by the ELD teacher alone. Training will be made available to educators in a variety of venues (e.g., during Staff Meetings, SDLT-identified days, through electronic communication, etc.)

15.60 Grade Level/Department PLCs

- 15.61 Educators will continue to meet to engage in MTSS-focused collaborative efforts in building or across the district to:
 - 15.61.1 Complete any work identified by the MTSS District Implementation Team and approved through the appropriate process which includes a discussion at AALT of any workload impacts.
 - 15.61.2 Work in collaboration to ensure the greatest support and access for students' needs across the building. These efforts may include, but are not limited to:
 - a. Reviewing student data;
 - b. Identifying students' strengths, needs, and supports;
 - c. Monitoring student progress; and
 - d. Adjusting instruction, interventions and supports based on data.

15.62 Schools will develop or continue to use the systems designed to share each teams' work related to the school's Strategic Action Plans.

15.70 **Related Supports**

15.71 Communication about expectations related to recommended and approved MTSS District Implementation Team systems, processes and supports will clearly direct staff efforts.

15.72 The District will provide training to all staff related to MTSS structures, resources, processes, and materials within the school, including professional development related to the "why," "what," and "how" of MTSS and aligned with Northshore's determined Tier 1, Tier 2 and Tier 3 multi-tiered support systems.

16.00 STUDENT DISCIPLINE

16.10 The District and employees shall require acceptable behavior on the part of all students who attend school in the District. Such discipline shall be consistent with the law and the provisions of this Agreement.

16.20 The District shall support employees in their efforts to maintain discipline and, further, shall support the authority of using prudent disciplinary measures by employees.

16.30 When an employee exercises their authority to control and maintain discipline, said employee may use reasonable and professional judgment concerning matters not provided for in District policy, law, or provisions of this Agreement.

16.40 The Student Rights & Responsibilities Committee will meet annually to review and, as appropriate, modify the Student R&R Handbook. Schools will be provided with a copy of the Student R&R Handbook annually for inclusion in their school materials. The Committee will also review District discipline policies and procedures, suggesting any revisions and edits for the Cabinet and Board to consider. The Student Rights and Responsibilities Committee will include NSEA-appointed representatives in addition to District administrators, students, and community members. A minimum of forty percent (40%) of the committee's members will be NSEA-appointed representatives.

16.50 The Director of Student Services will explore connections with outside agencies to provide additional onsite and offsite wrap-around student services, including services to support student mental health, drug and alcohol counseling, and family wrap-around services.

16.60 On an annual basis, building administrators shall review, preferably prior to the first day of school but in no case later than September 30, the following topics with school staff:

- District policies and procedures for student discipline, including any handbooks distributed to students and families;

- Any changes in state law around student discipline;
- Building disciplinary standards and plans;
- Procedures for classroom exclusions, including responsibilities for supervision and notification of parents;
- Visual diagrams to support staff and student understanding of behavior consequences;
- The identities of staff responsible for supporting de-escalation, who have received training in de-escalation; and
- The identifies of staff responsible for supporting restorative practices to use following a disciplinary event.

16.70 When information is known, students who have exhibited or have a history of violent or threatening behavior will be identified to the student’s assigned staff, and to other staff on a need to know basis as soon as reasonably possible by an administrator or designee. Confidential information will be shared with employees in accordance with the rules and regulations of the Family Rights and Privacy Act as now or hereinafter amended.

16.80 When there is a threat at a school that has an adjoining campus (e.g., NMS and WM, LMS and WE, SMS and CC, NCHS and FW), the adjoining campus will be notified when appropriate.

16.90 If employees are required to attend meetings of the threat assessment team outside of their assigned hours or during their duty-free lunch, they will be compensated at their hourly rate.

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

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

18.00	EVALUATION
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18.10 At the beginning of an employee work year, the employee will be provided with information about work hours, roles and responsibilities consistent with the employee job description, and District rules, policies, and procedures.

18.20 All employees shall be evaluated by their appropriate supervising administrator based upon the criteria set forth herein at least once annually. Supervising administrators are encouraged to observe employees prior to the evaluation. In the event there is a concern

or problem regarding the employee's performance leading to an unsatisfactory rating in any area, a fifteen (15) minute observation is required. The evaluator shall review the evaluation with the employee and shall afford the employee an opportunity to comment on the evaluation. Appendix C contains the evaluation form.

- 18.30 The employee shall sign the evaluation to certify only that they have seen it and discussed it with their evaluator.
- 18.40 The signed original shall be placed in the employee's personnel file with one copy issued to the employee, and one to the evaluator. No other copies of the evaluation shall be kept by the District.
- 18.50 In the event an employee grieves an alleged violation, misinterpretation, misapplication, unfair application or summation, or non-application of these evaluation criteria and procedures, the District shall not be precluded from establishing probation during the pending of such grievance.
- 18.60 Evaluations will be completed no later than two weeks prior to the end of the school year.

19.00 DISCIPLINARY ACTION

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

The District will provide regular training to supervisors, at least twice annually, regarding notifying employees of their right to representation at meetings that may lead to discipline.

The District will provide employees with access to professional interpretation and/or translation services if needed for conversations that may lead to disciplinary action. Employees may also elect to utilize a preferred support person to provide translation. Information about how to utilize translation and interpretation services will be posted at all worksites.
- 19.30 The District agrees to follow a policy of progressive discipline which minimally includes verbal warning, reprimand, suspension without pay depending on the circumstances, with termination as a final and last resort. Any disciplinary action taken

against an employee shall be appropriate to the behavior which precipitates such action. No employee shall be suspended without pay or terminated until the District has concluded an investigation of the allegations against an employee, and provided the employee with an opportunity to respond.

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

20.00	NEW EMPLOYEE PROBATION
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- 20.10 A probationary period for all new employees of ninety (90) work days, excluding summer work, will be required.

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

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

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

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

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

- 21.20 The purpose of the on-the-job probation shall be to improve an employee's ability to meet the day-to-day requirements of the job. Failure of the employee to show

improvement within a reasonable time may result in notice of probable cause for termination of employment in accordance with procedures set forth in this Agreement, and shall be subject to the grievance procedures. Termination notice of a minimum of fifteen (15) calendar days will be provided to the employee with a statement of specific causes for such termination.

- 21.30 The Association will be notified when an employee is to be placed on probationary status. At the employee's option, an Association representative may be present at all meetings regarding the probation.

22.00	EMPLOYEE RIGHTS AND PROTECTION
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- 22.10 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 their employment or under direction of the District.

- 22.20 Employees may, at all times, use such force as is lawful to protect self, a fellow employee, or a student from attack, physical abuse, or injury.

- 22.30 The District shall, through District insurance programs, reimburse employees for replacement of clothing or personal property damaged, destroyed, or stolen while employees are engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof, provided that the employee has registered such personal property with the building principal prior to loss and that such loss is not otherwise covered by the employee's personal insurance.

- 22.31 Employees shall not suffer any financial losses due to stolen, missing or damaged District property that is not the fault of the employee. Stolen or missing property must be promptly reported to local law enforcement and the District security department. Damaged property must be promptly reported to the school principal and the District's technology department. In the event the District determines that the property loss is the result of employee negligence, disciplinary action commensurate with the cost of the loss may be taken.

- 22.32 The Association and the District agree all employees will be provided with access to a secure, lockable facility in which to store their personal belongings. Building administrators will be provided with a list of existing secure facilities and will be required to offer space in these areas to staff for the purpose of securing personal property.

- 22.33 In accordance with Board Policy, the District shall not assume responsibility for the maintenance, repair or replacement of any privately-owned property brought to a school or District function unless the use or

presence of such property has been specifically requested in writing by the administration.

- 22.34 Those personal instructional materials and equipment approved for use by and registered with the school principal/administration which are damaged/stolen may be protected for the amount of loss not covered by the owner's insurance, up to \$300.00 for any single occurrence.
- 22.40 The District shall regularly provide training in Right Response or an equivalent program of positive behavior interventions, de-escalation strategies, and restraint techniques, to employees who are assigned to Elementary Social/Emotional, Sensory or Functional Skills and Academics classrooms or Secondary Positive Behavior Support or Functional Skills and Academics classrooms, or One-on-One positions at all levels. This training is a requirement of any such position, and new employees and employees newly assigned to such positions shall be required to attend the first available training. Other employees who believe that they need such training may make a request to the Elementary or Secondary Special Education Director. Where practical, this training will be provided prior to the employee's assignment but not later than six (6) weeks following their assignment. The District shall notify employees directly of the required training as far in advance of the training as practicable. Employees will not be required to use professional hours for this training.
- 22.50 The District shall periodically offer training in student behavior management to other employees for whom Section 22.40 does not apply. Training may be offered during non-student time, or employees may use their professional hours for this purpose.
- 22.60 When the District receives a request for public records about an employee, the District shall promptly notify the employee of the specific request. The District shall inform the employee that it will make available documents it intends to release to the employee and the Association, unless the employee objects to making the documents available to the Association. The District shall give the employee and Association a reasonable opportunity (five (5) business days whenever possible) to review the records, request copies, and raise any lawful objection to the release of such records prior to public disclosure. If the number of pages to be released is not greater than twenty (20), the District shall upon request, electronically send them to the Association, provided the employee has not objected. Under RCW 42.56.250, the District will not release personally-identifiable information of employees who are participants in the state's address confidentiality program or have provided a qualifying sworn statement to HR regarding their or their dependent's status as a survivor of domestic violence, sexual assault, sexual abuse, stalking, or harassment.
- 22.70 The District shall provide a safe and healthy workplace.
- 22.80 The District shall enroll nonresident students who are the children of employees, and permit such students to attend at the school to which the employee is assigned; or at a school forming the District's K through 12 continuum which includes the school to which the employee is assigned; or at a school in the District that provides early

intervention services pursuant to RCW 28A.155.065 or preschool services pursuant to RCW 28A.155.070, if the student is eligible for such services. The District may deny enrollment under this section if (a) the student's disciplinary records indicate a history of convictions for offenses or crimes, violent or disruptive behavior, or gang memberships; (b) the student has been expelled or suspended from a public school for more than ten consecutive days; or (c) enrollment of the student would displace a child already attending the school and who is a resident of the District. However, if a student admitted under this section is already admitted to a school, that student shall be permitted to remain enrolled at that school, or that K-12 continuum until the student has completed their schooling. Students who are the children of District employees shall have preference and priority in boundary exception decisions over students who are children of non-employee parents. However, no student currently attending a school may be displaced by such preference.

22.90 All employees of this bargaining unit shall have access to review the relevant records (i.e. IEPs, Behavior Intervention Plans, 504s, etc.) for any student they are regularly assigned to support. As long as the information is relevant to the employee and the provision of access to these records supports a legitimate educational purpose, access to these records shall be provided. Employees provided with access to these records will maintain the confidentiality of any records they receive.

22.100 **Early Release**

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

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

22.110 Multilingual employees will not be required to leave their regular assignment to provide translation or interpretation services.

The District will provide training in the use of interpretation and translation services. When translation or interpretation is needed to support a student or their families, school staff will make an attempt to use the District's translation and interpretation service provider(s) prior to asking a multilingual staff member for such assistance.

22.120 When the District receives notice threatening adverse legal action, legal claim, demand for damages, and/or a lawsuit is filed and the complaint is brought against the employee based on their actions as a District employee, the Association will be notified.

22.130 The District will communicate annually about emergency preparedness procedures and will designate times to practice drills. The District will provide student and staff training for catastrophic events, including documentation and explanation of reunification practices.

22.140 School staff will be informed annually about the spaces in schools in which District security cameras are placed for safety purposes, including the cameras that are used in common spaces that are also used as instructional spaces (e.g. gymnasiums and theaters).

Cameras in instructional spaces will not record during instructional time.

22.150 **Microaggressions**

20.151 The District will provide professional development on microaggressions as part of biannual CCDEI (cultural competence, diversity, equity, and inclusion) training.

20.152 Employees who experience microaggressions are encouraged to:

- Contact their building administrator for resources and support;
- Contact the Racial and Educational Justice Department for resources and support;
- Use the discrimination policy to assist in addressing microaggressions;
- Use and reference the district civility policy to assist in addressing microaggressions; and/or
- Use district policy 4312 (complaint concerning staff or program) if and when appropriate.

23.00 PROMOTION/TRANSFER/ REASSIGNMENT

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

23.20 **Vacancy**

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

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

23.30 **Posting Procedures**

Vacant positions will be posted consistent with the following procedures.

23.31 With each job posting, the district will include the complete job description to provide clarity to the applying employee(s). The District will ensure that positions requiring Crisis Prevention Institute (CPI) (or equivalent) training is included in the job description.

23.32 All Level I vacancies, that occur during the student school year. with the exception of School Assistant vacancies that are four hours or less, shall be posted for employees for two (2) work days. Vacancies, for the following school year, shall be posted for employees for seven (7) work days. The timeline for posting will run from the first work day in which the posting is posted by 10:00 a.m. LAP, Title I and EL Paraeducators who wish to transfer and who make application for vacancies in those classifications shall be interviewed and selected provided they are qualified, prior to other applicants.

23.32.1 When a new 1-on-1 paraeducator position is created during the student school year, the district will post both internal and external applicants at the same time.

23.32.2 Once a vacancy has been posted for internal transfer, if the chosen applicant transfers to another position, or otherwise resigns within 90 days, the hiring administrator may hire another applicant from transfer candidates who expressed interest during the original posting for the vacancy without the need to create a new transfer posting.

23.33 All registered nurse vacancies shall be posted via District e-mail for transfer by employees in that classification for seven (7) work days.

23.34 School Assistants who wish to transfer from one site to another shall notify the District's Human Resources office in writing.

23.35 All other vacancies will be posted for a minimum of ten (10) work days. The District shall determine whether to post positions internally or externally.

- 23.36 Nothing herein shall prohibit the District from maintaining open, continuous postings to establish hiring pools for vacancies not filled through transfer.
- 23.37 Job postings shall be e-mailed to Association building communicators and office managers for posting on staff bulletin boards, and posted on the District website.
- 23.38 Positions outside of the bargaining unit which allow for promotion will be posted on the District website.

23.40 **Application Procedures**

Employees wishing to apply for posted vacancies will make application to the Human Resource office in the prescribed manner.

- 23.41 Employees who meet the qualifications for vacancies shall be interviewed prior to outside applicants. If more than five (5) employees apply for a vacancy, the District shall interview a minimum of five as follows:

- Displaced senior employees within the job classification
- Displaced senior employees from outside the job classification
- ESPs from within the building/work location
- Other employees in seniority order

If less than five (5) qualified employees apply, all will be interviewed. The District's Human Resources office shall ensure compliance with this section.

- 23.42 Seniority shall control among employees applying where ability, skills and qualifications are equal. The hiring official shall provide the District's Human Resources office with the interview schedule, selection materials, interview notes and questions from the interview team.
- 23.43 The District agrees to promote, transfer, or reassign an employee who has applied for a vacancy their request, rather than hire a new employee where the applicant's ability, skills and qualifications are equivalent.
- 23.44 Within twenty (20) calendar days after the position is filled, the applicant will be notified of the result of the application and interview. An employee not selected for a vacancy shall, at the applicant's request, be provided the reasons for non-selection in writing.
- 23.45 Employees are not eligible for transfer until after they have served 90 work days in their current position, except with the approval of the building principal.

23.50 **Summer Vacancies**

Whenever vacancies occur during the summer months when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be observed.

- 23.51 Employees with specific interests in transferring and in possible vacancies will notify the Human Resources Office of their interest, in writing during the last regular work week of school and shall include a summer address, e-mail address, and telephone number.
- 23.52 Should a vacancy occur; the Human Resources Office shall contact all displaced employees and other employees who have expressed an interest in said position by e-mailing the employee the job posting.
- 23.53 The employee(s) notified shall have the responsibility of making proper application for the posted position by the closing date on the job posting. Qualified applicants selected for an interview as per Section 23.41 shall be contacted by email or phone to schedule an interview.

23.60 **Reassignment**

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

23.61 **Building Process**

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

- 23.61.1 Reassigning displaced employees is a priority. Displaced employees shall first be reassigned within the building to vacancies with the same number of hours in the same job

classification or subclassification, per above, if they are a Special Education Paraeducator without the need to post positions. Building administrators shall notify employees of vacancies and reassign employees based on employee qualifications and preferences prior to displacement. Employees may decline reassignment within the building and shall then be subject to displacement. At the elementary level, Learning Center and Mid-Level Blended positions not filled by Learning Center Paraeducators or Mid-Level Blended Paraeducators within the building will be posted.

- 23.61.2 An employee whose hours are reduced may (1) elect to be reassigned to a vacancy for which they are qualified within the building; or (2) may elect to reduce their hours rather than be displaced; or (3) may elect to be displaced. Displaced employees will be considered for vacancies in other buildings provided they make proper application by the closing date on the job posting pursuant to Article 23.
- 23.61.3 Employees in One-on-One Paraeducator assignments who have continuing status and whose students no longer require assistance may be reassigned to an FSA, Aspire, Mid-Level Sensory, or Mid-Level Social Emotional (or Mid-Level at the secondary level) vacancy within a building or program prior to being displaced.
- 23.62 Employees displaced from a Learning Center or elementary Mid-Level Blended assignment shall be interviewed and selected for reassignment to vacant Learning Center and elementary Mid-Level Blended assignments prior to other applicants being considered, provided they are qualified.
- 23.63 An employee not assigned by the end of the second full week of August shall be placed in a remaining open position that preserves the employee's assigned hours. The priority of such reassignment shall be maintaining the employee's comparability of assignment, notwithstanding a displaced employee may not bump a less senior employee at another site or program to maintain comparability of assignment.
- 23.64 An employee involuntarily reassigned from one job classification or subclassification to another shall be interviewed and selected for a vacancy in the same job classification or subclassification with the same number of hours from which the employee was displaced, provided the employee makes proper application for the position and is qualified.
- 23.65 School Assistants who have split shift hours or whose hours are reduced shall have first priority for the assignment of additional School Assistant

hours at their work location, consistent with their qualifications and the scheduling needs of the school.

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

23.70 School Year Only Employees

School year only employees have a specific, limited term of employment but are otherwise subject to the terms and conditions of the Agreement. The District shall employ school year only employees on the following basis.

- 23.71 Contingent staffing, including staffing conversion, building budget, split class staffing, and grant-funded positions (not including categorical funded positions).

- 23.72 Special Education Overload, including hours added because of enrollment fluctuations or special student needs.

- 21.73 One-on-One Paraeducators for the first year of their employment, after which time the students continued need for assistance and the effectiveness of relationship between the students and the paraeducators will be considered.

- 23.73.1 One-on-One Paraeducators who are rehired after the initial year will have continuing employment status.

- 23.73.2 If a student no longer requires a one-on-one paraeducator, is no longer enrolled, or changes schools or program to the extent the One-on-One Paraeducator is not appropriate to the new assignment, the employee in the assignment will be displaced and subject to reassignment consistent with this Article. However, prior to displacement, One-on-Ones at the Adult Transition program (ATP) / Adults Transitioning to Independence (ATI) program shall be offered vacancies (One-on-One and Program Paraeducator positions) in seniority order provided they meet the abilities, skills and qualifications required for the position and job assignment/location. They will be offered in seniority order to employees meeting the abilities, skills and qualifications, first at the ATP / ATI Program to which they are currently assigned, and if no vacancy exists there or is filed by a more senior One-on-One in this situation, then to the other ATP / ATI Program. Any assertion that an employee lacks abilities, skills and qualifications shall be documented in writing.

- 23.73.3 One-on-One Paraeducators whose student is assigned to an Adult Transition Program/Adults Transitioning to Independence

(ATI) may decline an assignment following the student to ATP/ATI. They may opt instead to either stay at the high school to which they are currently assigned, if there is a vacant One-on-One assignment for which they are suitable, or may elect to be displaced and subject to the Promotion/Transfer/Reassignment provisions of this Article.

23.73.4 If the District determines that it does not have sufficient staffing capacity, it may first layoff displaced one-on-one paraeducators based on their seniority.

23.74 If, prior to October 1, a school year only position is authorized the succeeding year at the same building with substantially similar hours and working conditions, the hiring supervisor with the agreement of the Human Resources Director, may place the employee who held the position the previous year in the position without the need to post the vacant position. In such cases, the employee will accumulate longevity and seniority as if he/she had held the position continually.

23.75 School year only employees not re-employed pursuant to the provisions of Sections 23.73.2 and 23.74 may apply for posted vacancies September 30 of the following school year. An employee not reassigned by September 30 will terminate employment.

23.76 If during the school year, a student assigned to a one-on-one paraeducator leaves the District or no longer requires support, the District shall offer the employee another assignment with no reduction in hours for the remainder of the school year.

23.77 Employees with continuing status may apply to and be selected for one-on-one and overload paraeducator positions without loss of their continuing status. Employees with continuing status who are displaced into school year only positions shall retain their continuing status.

23.80 **Conversion of Hours for Paraeducator Positions**

Conversion of paraeducator positions to positions with more assigned hours shall be implemented by offering the additional hours in seniority order within the school to existing paraeducators, so long as the hours meet the needs of the school and/or program. When positions with more assigned hours are vacant (or in the event no paraeducator wishes to accept the additional hours), the position shall be posted pursuant to the collective bargaining agreement for the ESP bargaining unit. If hours are added to a paraeducators assignment and the paraeducator declines the assignment with more hours, they may be reassigned to another vacant position within the building for which they are qualified or displaced to another assignment. In the event a reduction in force becomes necessary, after all alternatives have been jointly examined, it shall occur under the terms of the collective bargaining agreement.

23.81 The District and the Association may collaborate to examine alternatives to displacements caused by this conversion by problem-solving at each school, and at times delaying individual conversions to positions with more assigned hours.

23.82 Where there are pairs of four hour paraeducators, they shall be maintained at four hours until such time as one of them vacates the position. At that time, the other may elect to accept conversion to a position with more assigned hours, or shall be displaced at the end of the school year, with the position with more assigned hours posted.

23.90 **Nurse Transfers**

23.91 Nurses who are involuntarily displaced, or those voluntarily displaced in order to directly accommodate reductions in nurse staffing, will receive up to fifteen (15) hours for actual hours worked, for transition activities, moving and setup at their new school assignment.

23.92 In the event that the District reduces the hours for a nurse position, schedules of employees at affected schools shall be decided by the Supervisor of Nursing Services, nurse and principal, based on the medical needs of students and the professional role of the school nurse. If the parties cannot reach agreement, the Supervisor of Nursing services will determine the nurse's work schedule.

23.93 The District and Association recognize that in the event that nurse staffing is reduced transition to reduced nurse staffing, nurses will be authorized to use professional judgment in resolving issues related to establishing work priorities and communication issues.

24.00 PERSONNEL FILE

24.10 Employees shall upon request have the right to inspect the contents of their complete personnel files kept within the District and to attach their own written comments to any material therein. Upon request, a copy of any documents contained in the personnel files shall be afforded the employee at cost. Other than processed grievance files and anecdotal records, no other additional files shall be kept. The District will comply with any tenets in Washington State law related to the retention of records concerning an employee investigation.

Such anecdotal records belong to the administrator creating them and will be destroyed or removed after three years from the date of making of the anecdotal record, provided the concern is not repeated during the three-year period. When anecdotal records involve documentation of performance concerns or misconduct of a re-occurring, similar nature or evidence a pattern, they may be retained beyond three years to document the ongoing concern and preserve the record of such. Once the repeat/pattern concern is eradicated and there is no re-occurrence within three years from the last

occurrence, then the record will be destroyed. If a charge of misconduct is investigated and found to be without basis it will be immediately removed from the employee's personnel file.

24.20 At the employee's request, a witness may be present in a review of their District personnel file. The employee may generate a list of documents included within a personnel file and upon request have it initialed by a Human Resources Department employee.

24.30 Any derogatory reference to an employee's competence, character, or manner that could form the basis of a disciplinary or adverse action shall not be placed in the personnel file without the employee's knowledge and such reference shall not be retained in a personnel file beyond three (3) years from the date of inclusion. The employee shall have the opportunity to attach comments to any derogatory reference prior to its inclusion in the employee's personnel file. The employee may request that any derogatory reference or reprimand be removed from the Personnel File at the end of one (1) year of its inclusion. Excluded from this section shall be evaluation records. This section is intended to comply with RCW 28A.400 regarding the retention and disclosure of investigatory records related to sexual misconduct.

25.00 LETTERS OF EMPLOYMENT AND NOTIFICATION

25.10 Each new employee shall be given a written copy of their hiring in a personnel action statement containing the following information:

- A. Employee's name;
- B. Salary placement;
- C. Authorized work year;
- D. Number of hours authorized per day;
- E. Work location;
- F. Job Classification.

25.20 Letters of notification regarding continued employment for the ensuing year shall be sent to each employee. The District will notify employees as to their status prior to the end of the school year or fiscal year, whichever is first.

25.30 Employees whose positions are in question due to funding uncertainties will receive written notice prior to the end of the work year.

25.40 Whenever the District becomes aware that positions are to be terminated, the District will notify the affected employees in writing no less than thirty (30) days prior to the termination date and the reduction in force provisions of this contract will apply.

26.00 SUPPORT PERSONNEL DUTIES

26.10 The Association and the District recognize the importance and advantages of utilizing Support Personnel in the classroom.

- 26.20 Support Personnel shall not perform any instructional duties normally performed by classroom teachers except while under the supervision of a certificated employee.
- 26.30 Support Personnel employees may be utilized in an instructional format to share instructional and educational duties with classroom teachers in school consistent with state laws, regulations and these Agreements.
- 26.40 A paraeducator shall not be required to pack or assist with moving in the case of a teacher transfer or reassignment. If the paraeducator agrees to perform such duties outside of their normal work shift, the employee shall be compensated for all hours worked.
- 26.41 If an employee is involuntarily transferred to another worksite or classroom that requires the moving of materials related to their position, the employee shall be provided up to four (4) hours of compensated time for moving, unless the employee has been relieved of their regular duties in order to accomplish the move during the employee's assigned shift.
- 26.50 Pursuant to RCW 28A.210.280, employees, except those licensed under Chapter 18.79 RCW who have not agreed in writing to perform clean, intermittent bladder catheterization as a specific part of their job description, may file a written letter of refusal to perform clean, intermittent bladder catheterization of students. This written letter of refusal may not serve as grounds for discharge, nonrenewal, or other action adversely affecting the employee's contract status.
- 26.60 Employees shall dispense medication in accordance with state law.
- 26.70 Following the adoption of new curriculum by the District and upon a request by the Association, the District and the Association shall meet and confer on material and training needs of employees related to the curriculum adoption.
- 26.80 If a paraeducator or school assistant in a secondary general education class is assigned for less than the entire class period, the employee may request to have a discussion with the principal and/or teacher regarding the impacts of such assignment on the employee's ability to provide educational support to the students and possible alternatives. If requested, such a discussion shall happen within five working days.
- 26.90 Employees who note a concern with recess supervision shall report the concern to the building administrator. The building administrator will discuss the concern with the employee, and if applicable, observe recess to review the concern. The administrator will respond to the employee in writing within ten (10) working days regarding how the concern will be addressed.
- 26.100 An employee assigned to work directly with a student on an Individualized Education Plan (IEP) shall receive or have access to a copy of the IEP within ten (10) working days of the student's assignment, or within five (5) days of the District receiving the IEP.

26.101 When information is known, students who have exhibited or have a history of violent or threatening behavior will be promptly identified to staff on a need to know basis by an administrator or designee. To assist in avoiding injury to staff and students, sufficient confidential information will be shared with employees in accordance with the rules and regulations of the Federal Educational Rights and Privacy Act (FERPA) as now or hereafter amended.

27.00 EMPLOYEE ABSENCE

27.10 Employees anticipating a planned absence from duties shall notify their building administrator or designee as soon as practicable prior to the absence and consistent with the leave provisions of this Agreement.

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

28.00 STAFF DEVELOPMENT TRAINING

28.10 In the 2024-2025 school year, the allocation for the professional development fund will be suspended. Beginning in the 2025-2026 school year, an annual fund of twenty-five thousand dollars (\$25,000) will be available for individual staff development training that may include tuition, registration fees and substitutes. These funds may be utilized to pay employees their regular hourly rate of pay to administer the fund, and to organize ESP Day and other staff development events. Throughout the term of this agreement, unexpended funds shall be carried forward from one fiscal year to the next fiscal year. Prior approval from the ESP Board for use of this fund must be obtained. Consideration for approval will be based upon: (1) funds available, (2) relationship to employee's immediate job performance or future planned responsibilities, (3) District needs, (4) individual growth adding to the employee's abilities, skills, job-related interests and professional or personal growth, and (5) the employee's access to other professional development funds. Paraeducators may request reimbursement for the cost of the assessment required by the state to serve as a paraeducator, as well as costs associated with applying for Paraeducator Certificates, after completion of their probationary period, provided funds are available.

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

28.30 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. The district, when sending professional development opportunities to certificated staff, will also notify and make available to ESP employees of the offerings. Further, the district will annually publish a calendar of professional development options for all employees.

- 28.40 Compensation at the employee's regular rate of pay or release time will be provided for required District or State programs which can include first aid training and student testing.
- 28.50 Evidence of completion of degree or certificate granting programs will be accepted by the District for recording purposes in the personnel file.
- 28.60 In order to support Educational Support Professionals (ESPs) who are pursuing their teaching certificate, Northshore School District, in agreement with the Association, will provide the following resources through the Human Resources department:
- 28.61 Provide pathway planning, twice per year, for the alternative routes (alt-route) to teacher certification (per OSPI) prior to enrollment with a program provider. As well as guidance to ESPs on SEBB eligibility requirements and how leaves of absences may impact their benefits. This information will also be posted on the district website.
 - 28.62 Once an ESP indicates their interest in pursuing certification, Human Resources will provide guidance on transfer opportunities of ESP vacancies to alternative route candidates that will better align with their chosen future endorsement area.
 - 28.63 ESPs who are enrolled in an alternative route program will be invited to a facilitated monthly meeting to provide support and mentorship. This meeting will be facilitated by a district administrator appointed by the administrator in charge of Human Resources. ESPs can utilize their professional hours to attend these meetings if they occur outside of their work day.
 - 28.64 Annually provide information to the alternative route cohort candidates on how to gain access to the hiring and transfer process into certificated positions.
 - 28.65 Eliminate the pro-rating of professional hours when an employee takes a leave for student-teaching. Employees that take an unpaid leave of absence for the purpose of student teaching will not see an adjustment to their professional hour balances.
- 28.70 In the 2024-2025 school year, the certification scholarship fund will be suspended. Beginning in the 2025-2026 school year, the District shall provide \$20,000 per year for use as scholarships for members working toward education certification under the provisions contained in Appendix J set forth in this Agreement.
- ESPs shall be allowed to use personal leave during a leave of absence for student teaching prior to going unpaid.

28.80 **Professional Standards Program**

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

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

All employees who received incentive pay in the 2019-20 school year will be maintained at the stipend amount they received in the 2019-20 school year or paid the appropriate stipend, whichever is higher. Increases to stipend amounts shall also be applied to increases for employees maintained on stipend levels that were sunset for new employees after 2020.

September 1 2024 -August 31, 2025	
Advanced Paraeducator Certificate	\$1094* per year
AA Degree	\$1285* per year
BA or BS Degree	\$1932* per year
MA or MS Degree	\$2010* per year
Level II or III Employee with MA/MS Appropriate to the Job (no ESA)	\$3698* per year
Level II or III Employee with ESA Appropriate to the Job	\$3698* per year
Level II or III Employee with ESA Appropriate to the Job and MA/MS Appropriate to the Job	\$5547* per year

* These amounts reflect 2023-2024 rates. Beginning September 1, 2024, these amounts will increase per the percentage specified in Article 47.70.

28.81 For PSP purposes, three and one-half (3.5) hour employees shall be considered full- time and shall be eligible for full PSP stipends. Employees employed for less than three and one-half (3.5) hours shall be eligible for one-half of the PSP stipend.

28.82 Such payment shall begin on the month immediately following the employee’s submission of the appropriate records to the Director of Human Resources.

28.83 If OSPI or the Professional Educator Standards Board develops standards for clock hours for ESPs, either party may request to reopen this section of the contract to discuss incentives for continuing professional development.

28.90 In Northshore, professional learning is a priority to ensure consistent professional knowledge and practices that create a sense of belonging and a rigorous, inclusive, and accessible education for all students. To that end:

- A. The district will provide training in UDL, co-teach, and de-escalation and make it available to all staff.

- B. The district will provide training for Certificated and ESP staff on Co-Planning, able-ism, assistive technology, culturally responsive practices, trauma informed practices, student participation in their IEP process, and anti-biased training.
- C. The district will provide a synchronous or in-person paid annual compliance training for all special education staff before the first day of school each year.
- D. NSD will utilize an NSEA and NSD mutually agreed upon co-teaching model.
- E. In order to maximize resources, the district will utilize existing PD available through OSPI, WEA, Haring Center, TIES, AWSP, ESD, etc.
- F. Training will be available in a variety of modalities, including in-person, live online, asynchronous, etc.

28.100 NSD and NSEA commit to the initial implementation of an ESP Mentor Program within the Northshore School District for paraeducators whose job classification includes all special education services. Paraeducators will have access to induction/orientation mentors within 30 days of hire, new to the profession paras (hired after 2019) will be required to meet monthly with their District assigned mentor. Funding for this program will come from grants and the ESP Professional Development Fund not to exceed \$25,000 per annum. An application and vetting process will be utilized as agreed upon by Human Resources or designee and NSEA governance.

29.00	RESIGNATION AND TERMINATION
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29.10 Employees who are terminating from District employment shall submit to the Human Resources Office a fifteen (15) calendar day written notice of resignation, unless otherwise mutually agreed, stating the last date the employee will work. A copy of the notice shall be provided to the immediate supervisor.

29.20 Unless otherwise provided herein, the District shall provide employees with thirty (30) days written notice of termination. Such notice shall state the specific cause(s) of termination.

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

30.20 **Voluntary Employee Beneficiary Association (VEBA)**

Any eligible employee of this bargaining unit retiring during the term of this Agreement shall have their sick leave buyout payment remitted directly to a Post-Retirement Medical Reserve Trust Program. Such a program will provide reimbursement of medical, dental, and vision expenses to eligible employees. For eligibility, the retiring employee must complete the appropriate enrollment form and sign the hold harmless provision. The hold harmless provision shall protect the District and Association from

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

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

32.00	TECHNOLOGY, AND EQUIPMENT
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32.10 Computer Technology Needs

In order for employees to carry out their duties most effectively, they must have job appropriate access to technology that will allow them to:

- A. Have access to the Internet.
 - B. Use the District's e-mail program.
 - C. Open necessary attachments that may accompany e-mail.
 - D. Have access to the Districts staff directory and District newsletters.
 - E. Utilize productivity tools such as Microsoft Office as appropriate to their job.
- 32.11 For instructional purposes, employees should also have ready access to technology that provides them appropriate instructional resources, as defined by the employees' supervising teachers and administrators.
 - 32.12 Employees shall first address their computer technology needs to the building administrator or shared decision-making leadership team for problem-solving based on the above standards. If the issue cannot be resolved at the building level, employees may request a joint meeting with

their principal and a District Technology Department designee with the authority to allocate the requested resources to determine appropriate solutions based on the particular work of the employee and the needs of the school. Such determinations shall be made, and appropriate solutions implemented in a timely manner. The determination shall be memorialized in writing and is not subject to the grievance process.

32.13 Employees may request technology training from the District Technology Director in order to obtain the skills necessary to most effectively implement technology in their work. This training may be planned in connection with employees in other buildings.

32.20 Special education instructional staff (teachers and paraeducators) in various classrooms with more restrictive environments (currently any service model other than Learning Center), or if needed upon request to the building administrator based on student needs, will be provided access to communication devices that allow staff to communicate with one another immediately and discreetly when working outside of their home classroom.

33.00 REDUCTION IN THE WORK FORCE
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33.10 The District shall determine the educational program and services for the District based upon the educational goals of the District and the financial resources available for the following school year. Prior to May 15 of each year, the District shall determine whether the financial resources of the District will be adequate to permit the District to maintain its employee staffing levels and its educational programs and services substantially at the same levels for the following school year, except for, years in which a biennial budget has not passed by the Legislature by May 15, the District may give notice of nonrenewal on or before June 15. When it is determined that such financial resources are not reasonably assured for the following school year, the District shall adopt a reduced educational program which takes into consideration the procedures set forth below. These procedures shall also be applied to identify those employees who will be retained to implement such reduced programs and those employees, if any, who must be nonrenewed.

33.11 The following procedures shall be observed:

In order to identify resources for maintaining the basic educational program and continuing employment of employees, the District shall provide upon request of the Association, information about budgeted revenues and expenditures by budget category to date and for the past two years; provide monthly enrollment figures and projected enrollment estimates; provide tax information, to include delinquent tax accounts, actual property tax collections for the current and previous two years; and provide other financial statements produced during the regular course of business. The District shall:

- Hold cash reserves to the lowest minimum which will assure meeting contracted obligations.
- To the extent possible, continue to solicit cooperation and funding from local, state and federal sources, and review cooperative programs with other school districts and King County.
- To the extent possible, reduce non-educational expenditures related to this bargaining unit where appropriate for field trips, extra-curricular activities, supplies, materials, and equipment.

33.12 The District will seek recommendations from the Association in establishing budget and program priorities and in determining the number of employees required to implement modified programs and services. Such employees will be retained according to procedures hereinafter provided and in consideration of the following priorities, listed in descending order of importance:

- The effect upon the student(s) in the classroom is of the highest priority; therefore, the program to be retained shall attempt to minimize the consequence of program reductions upon the student(s).
- District health and safety standards shall be maintained.
- Priority will be given to those books and supplies used by students in filling basic classroom objectives.
- When revenues are categorical and depend upon actual expenditures rather than budget amounts, every effort will be made to maintain these programs to the limit of this categorical support.
- Activity programs included as a part of this agreement may be continued at a reduced level of funding. The activity programs which cannot feasibly be continued at a reduced level of funding will be dropped.

33.13 Employee reductions developed in accordance with these procedures shall be acted upon by the District on or before May 15, and shall receive written notice from the District on or before the date described above except for years in which a biennial budget has not passed by the Legislature by May 15, the District may give notice of non-renewal on or before June 15 and all affected employees shall be notified in writing of such action.

33.14 It shall not be construed as a reduction in the work force when four (4) hour positions fluctuate between four (4) and six and one-half (6 1/2) hours depending on workload fluctuations of the assignment.

33.15 No employee shall be laid off as a result of special levy failure prior to the end of the contract year.

- 33.16 If a reduction in the work force is necessary, the number of individual employees will be reduced rather than a reduction in hours for all employees.
- 33.17 Every effort will be made to allow a reduction in the work force to occur through normal attrition which will include resignation and termination and retirement.

33.20 **Seniority**

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

- 33.21 In the event that two (2) or more employees have the same hire date, tie breakers shall be applied in the following order:
- A. District-wide seniority as determined by the employee's initial hire date into a continuing position with the District.
 - B. Lot drawing.
- 33.22 An employee's seniority shall be lost for the following reasons:
- A. Resignation
 - B. Discharge
 - C. Retirement
 - D. Failure to return to work in response to a call-back from layoff.
- 33.23 An employee's seniority shall not be lost but shall be adjusted for the following reasons:
- A. Time spent on authorized unpaid leave of absence in excess of ten (10) workdays.
 - B. Time spent on layoff status as provided in this Agreement.
- 33.24 An employee's seniority shall not be lost or adjusted for the following reasons:
- A. Time lost by reason of industrial injury.
 - B. Time lost by reason of jury duty.
 - C. Time lost for the purpose of serving in the Armed Forces of the United States.
- 33.25 Seniority lists for staff adjustments shall be established for all employees each year with a copy given to the Association by December 1st.

33.26 Seniority will accrue in separate classifications as listed in Appendix B. If an employee transfers from one classification to another within this bargaining unit, that employee's seniority shall transfer with him/her. For the purpose of layoff and recall, total seniority will apply to classifications as listed in Appendix B.

33.30 Staff Adjustment Guidelines Layoff

Layoff shall be defined as a necessary reduction in the work force beyond normal attrition for economic reasons.

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

33.32 With the exception of positions identified pursuant to Section 33.31, in the event the District determines the need to reduce the number of positions in a classification in Appendix B and the number of employees in the classification exceeds the number of positions, the employee with the least seniority in such classification shall be the first to be laid off.

33.33 An employee identified for layoff pursuant to Section 33.32 may be assigned to a vacancy in another classification provided the employee possesses the qualifications for such an assignment.

33.34 Should no vacancy exist, if such employee has previous, successful work experience in another classification and has greater total seniority than the least senior employee in that classification, the employee may, at their discretion, exercise the right to bump that least senior employee.

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

33.40 Assignment and Transfer of Retained Employees

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

33.41 Examine the reduced needs of the educational programs and services of the District;

33.42 Assign retained employees on the basis of seniority as defined above and as relates to the Transfer and Reassignment section of the Agreement.

33.50 Provisions for Re-employment of Terminated Employees from the Re-employment Pool.

33.51 In the event of layoff, affected employees are to be placed on a re-employment list maintained by the Human Resources office according to

seniority within each classification. It is the employee's responsibility to keep their address and telephone number current with the District.

- 33.52 Laid off employees in the reemployment pool will be offered vacancies by seniority in the same classification held prior to the layoff. When the pool does not contain employees in the same classification as the vacant position, the position will be offered by seniority to other employees in the pool, provided they are qualified.
- 33.53 Accumulated sick leave and seniority accrued at the time of termination shall be retained for those employees in the re-employment pool.
- 33.54 Employees on layoff status may continue to participate in insurance programs as allowed by federal law (COBRA), when premiums are paid by the employee.
- 33.55 A laid off employee shall, upon application, and at their option, be granted priority status on the substitute list according to their seniority.
- 33.56 Notices of recall will be sent by certified or registered mail to the last known address as shown on the District's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the District notified of their 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.
- 33.57 The District shall maintain the re-employment pool for one (1) full year following the reduction in the work force and until October 31 of the subsequent year. If an employee is not re-employed by October 31 of the subsequent school year, said employee will be dropped from the re-employment pool.

34.00 LEAVE OF ABSENCE

- 34.10 An employee shall, upon written request, be granted a leave of absence for a period of one year without pay provided the employee has completed three or more cumulative years of service. Each employee desiring a leave of absence shall apply to the Human Resources Director prior to May 1 of the year preceding the leave period. An employee may apply for leave of absence without pay for study leave, family illness, travel and other purposes, but may not be granted a leave for other employment. At the expiration of the leave, the employee shall return to work with the same rate of pay, number of hours and benefits provided that the employee has not been terminated in accordance with the reduction in the work force section of the Agreement.

- 34.20 An employee may be granted a leave of absence for a period of less than one year without pay provided the employee has completed three or more cumulative years of service and makes application to the Human Resources Director on forms provided for that purpose, at least two weeks prior to the commencement of the leave. The Human Resources Director shall determine whether to grant the leave to the employee based on all the facts, the welfare of the employee and the welfare of the District. An employee may apply for leave of absence without pay for any reason but may not be granted a leave for other employment. At the expiration of the leave, the employee shall return to work with the same rate of pay, number of hours and benefits provided that the employee has not been terminated in accordance with the reduction in the work force section of the Agreement.
- 34.30 An employee shall be granted a leave without pay of up to two years in duration to complete a teacher certification program at a regionally accredited university with whom the District has a partnership agreement, provided the employee has completed three or more cumulative years of service and makes application to the Human Resources Director on forms provided for that purpose. At the expiration of the leave, the employee shall return to work with the same rate of pay, number of hours and benefits provided that the employee has not been terminated in accordance with the reduction in the work force section of the Agreement.
- 34.40 An absence of short duration without pay, not to exceed ten (10) days, for reasons other than those specified in this agreement may be requested, and granted at the discretion of the employee's supervisor in consultation with the Human Resources Director, provided the employee makes the request in advance of the leave on forms provided for that purpose.
- 34.50 Employees may continue any insurance benefit coverage as allowed by the insurance carrier at the group rate provided the employee pays the premium.
- 34.60 Employees hired as temporary replacements for employees on leave of absence shall not be covered by the Termination and/or Reduction in the Work Force sections of this Agreement.

35.00	CITIZEN RESPONSIBILITY LEAVE
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35.10 **Jury Duty Leave**

Each permanent employee shall be granted leave for subpoenaed court appearance or jury duty at full pay. Any compensation received for this duty shall be retained by the employee to cover allowable expenses.

- 35.11 Employees shall notify their immediate supervisor and the Director of Human Resources as soon as possible upon receiving notice of subpoena or jury duty to arrange for such absence.

35.20 **Public Service Leave**

The District shall grant leave without pay to any employee who has been elected to a local, state or national governmental office. Upon return to the District, the employee shall be assigned the same position he/she had prior to leave, provided the employee notifies the District in writing by May 15 of the year of the leave that he/she shall return. In the event such notice is not given or that the employee's position has been eliminated, he/she shall be returned to a position of like nature and status. The employee shall retain all seniority but shall not accrue benefits and salary increments.

36.00	ILLNESS, INJURY, EMERGENCY LEAVE, AND FAMILY MEDICAL LEAVE
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36.10 Each employee of the District shall accumulate and may utilize illness, injury and emergency leave according to the following provisions:

36.20 At the beginning of each work year each employee will be credited with twelve (12) days [i.e., forty-eight (48) hours for four (4) hour employees; seventy-eight (78) hours for employees working six and one-half (6.5) hours per day, etc.] of illness, injury or emergency leave, which will accumulate from year to year up to a maximum of one hundred eighty (180) days and such accumulated leave may be taken at any time during the school year.

36.30 If the employee has used 10 days of leave for illness or injury, the District may ask an employee for either, at the employee's option, a health care provider's certificate or a notarized statement executed by the employee, attesting that such leave was taken for the employee's personal illness or injury. Once an employee has used over 12 days of leave for illness or injury in the course of a school year, a supervisor may require an employee using illness or injury leave to provide the District with a note from a health care provider for each additional period of absence.

36.40 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:

36.41 Any medical, mental health, or disabling condition of persons in the employee's immediate family or household which requires treatment or medication that the person cannot self-administer or which would endanger the person's safety or recovery without the presence of the employee.

36.42 Court appearance or hearing in which the employee is an individually named defendant or respondent.

36.43 Birth of an employee's child.

36.44 Disaster created by forces of nature having serious deleterious effects upon the employee's property, health or family safety.

- 36.50 Emergency leave days not used shall accumulate annually with illness and injury leave days for each employee.
- 36.60 Illness, injury and emergency leave days shall be allotted on a pro rata basis for employees entering service during the school year.
- 36.70 Misuse of illness, injury or emergency leave by an employee shall constitute probable cause for disciplinary action.
- 36.80 Provisions for payment of unused illness, injury and emergency leave are found in Appendix E, Attendance Incentive Program.
- 36.90 Employees may participate in the District's leave sharing policy, attached to this Agreement as Appendix F.

36.100 **Family Medical Leave**

Employees are 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.

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

- 36.101.1 Birth of a child and the need to care for a newborn child;
- 36.101.2 Placement of a child with the employee for adoption or foster care that requires state action;
- 36.101.3 Care for a child, spouse, or a parent who has a serious health condition; or
- 36.101.4 The employee has a serious health condition.
- 36.101.5 If both parents of a child are employed by the District, together they are entitled to a total of twelve (12) weeks of leave and leave may be granted to only one parent at a time.
- 36.101.6 Leave taken to care for a newborn or newly adopted child must be completed within twelve (12) months after the birth or adoption.

36.102 The District may require certification (and subsequent recertification to support continuing leave) for medical leave and may require the employee to obtain a second medical opinion at the District's expense. The District may also require periodic reports from an employee on family and medical leave regarding the employee's status and intent to return to work.

- 36.103 “Child” is defined as a biological, adopted, or foster child, a stepchild, a legal ward who is under 18 years of age or incapable of self-care due to a mental or physical disability. A “serious health condition” is one caused by illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.
- 34.103.1 Prenatal care is explicitly included; industrial injuries and routine physical examinations are explicitly excluded.
- 36.104 The family and medical leave shall be without pay for all or part of the leave; however, the employee may choose or the District may require the employee to use their 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.
- 36.105 The family and medical leave is in addition to any leave for sickness or temporary disability because of pregnancy or childbirth. However, the employee may use accumulated paid leave only for the period of actual disability attributable to pregnancy or childbirth.
- 36.106 An employee who plans to take family and medical leave must provide the District with written notice at least thirty (30) days in advance, unless the family and medical leave is not foreseeable, in which case the employee must notify the District of the expected leave as soon as possible.
- 36.106.1 District approval is required for family and medical leave taken on an intermittent basis (such as working a reduced work week) for the purpose of birth or because of the placement for adoption or foster care. Family and medical leave, to care for a seriously ill family member or because of the employee’s own serious health condition, may be taken whenever medically necessary. If an employee requests intermittent leave to care for a seriously ill family member or for the employee’s own serious health condition, and the need for leave is foreseeable based on planned medical treatment, the District may temporarily transfer the employee to an available alternative position with equivalent pay and benefits if the employee is qualified for the position and it better accommodates recurring periods of leave than the employee’s regular job.

- 36.107 Upon returning from family and medical leave, the employee is entitled to be returned to the same position s/he previously held or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.
- 36.108 Two (2) weeks before the employee’s anticipated return-to-work date, the employee must report to their supervisor and to Human Resources and give notice of their intention to return to work.
- 36.109 If an employee fails to return to work within three (3) days after the date on which s/he was supposed to return to work, that employee will be presumed to have voluntarily resigned their 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 their leave.

37.00	PAID FAMILY AND MEDICAL LEAVE (PFML)
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- 37.10 Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee’s other leave entitlements unless the employee elects otherwise. The District shall pay the state-determined employer wage premium and the employee shall pay the state-determined individual wage premium to fund this leave. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law.
- 37.20 When such leave is used for pregnancy disability, the District shall maintain health insurance benefits during the period of approved PFML leave when the employee qualifies under FMLA or by meeting the 630 hour standard for the year.
- 37.30 Employees shall have the option of supplementing PFML benefits with either a half-day or full-day of sick leave for each day the employee is absent from work while accessing PFML benefits. Such payments will be considered supplemental benefits under the law.

38.00	PERSONAL LEAVE
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- 38.10 The District shall grant each employee two (2) days of personal leave, figured at the actual hours worked per day, with pay for personal reasons.
- 38.20 Personal leave may be used for personal matters. No more than fifteen (15) employees may use personal leave on a day adjacent to a holiday or vacation break. Only the first fifteen (15) such requests on any given day shall be granted.
- 38.30 Personal leave shall be cumulative to a maximum of eight (8) days.

- 38.40 Personal leave for three (3) consecutive days or more, except in cases of unanticipated circumstances, will be scheduled with the employee's supervisor at least one week in advance.
- 38.50 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.

39.00	TEMPORARY DISABILITY LEAVE
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- 39.10 The District shall grant to an employee, who for medical reasons (physical or mental) cannot perform their duties, a temporary disability leave without pay under the following provisions:
- 39.11 Temporary disability may be taken before or after the benefits under illness and injury leave have been totally expended.
- 39.12 Temporary disability leave shall last for the length of the actual disability but under no circumstances shall exceed twelve months. An extension for up to an additional twelve months may be requested in writing by the employee. The District shall have the right to approve or disapprove the disability leave extension request.
- 39.13 The District reserves the right to call for a doctor's certificate as proof of disability.
- 39.20 Before an employee who is on a temporary disability leave may return to work status, the employee must notify the District in writing of their intention to return to work and suggest a proposed return date. Such notice to the employer shall be at least two weeks in advance, except in cases where the leave was granted for the remainder of the school year but before May 1, then such notice must be given by May 15 of the year of the leave, notifying the District of intent to return the following school year. Before an employee will be returned to work, a doctor's statement certifying that the employee is able to return to work must be submitted to the District.
- 39.21 While an employee is on a temporary disability leave the employee shall retain but not advance additional benefits, seniority or experience for salary increments.
- 39.30 Insurance eligibility and benefits may be continued at the employee's option and at the employee's own expense where permitted by insurance company agreements and consistent with provisions of COBRA.

40.00	BEREAVEMENT LEAVE
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- 40.10 Each employee shall be allowed paid bereavement leave, not deducted from illness, injury and emergency leave, to make arrangements for and/or attend a funeral.

Bereavement leave will be figured at the actual hours worked per day and will be granted according to the following schedule:

40.11 A maximum of 5 days of bereavement leave for each death in the employee's family or household and up to 2 days of bereavement for the funeral of a friend.

40.20 In certain cases, bereavement leave may be extended under Articles 36 and Article 38 upon appropriate approval from the Director of Human Resources.

41.00 PARENTAL/GUARDIAN LEAVE FOR THE CARE OF A CHILD
--

41.10 Five (5) days of paid leave shall be granted annually to each employee on the occasion of the birth, adoption, or foster placement beyond one month of a child or children in the employee's home. In addition, an employee shall be granted leave for childbirth, adoption, or foster placement under the provisions of Article 42 (Childbirth/Childcare/Adoption Leave).

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

41.30 The employee shall be re-employed at the end of the leave of absence or at the beginning of the following contracted year, as mutually agreed upon by the Human Resources Office and the employee and under the provisions of Article 42 (Childbirth/Childcare/Adoption Leave).

42.00 CHILDBIRTH/CHILDCARE/ADOPTION LEAVE
--

42.10 Employees shall be granted leave without or with pay for the purposes of childbirth, childcare, adoption or permanent custody according to the following provisions:

42.11 An employee requesting leave for the birth, adoption or permanent custody of their child shall give written notice to the Director of Human Resources no later than sixty (60) days prior to the expected date of birth, adoption or permanent custody. In extenuating circumstances notice will be waived. The written request for such leave shall include (1) anticipated date of birth, adoption or permanent custody (2) the estimated date that sick leave is to begin, and (3) the estimated date other requested leave is to begin.

42.12 An employee who is a birthing parent may continue to work until, in the judgment of the immediate supervisor and the personal physician, their work or health are in any way impaired by their condition.

42.13 Illness, injury and emergency leave shall be granted up to accumulated leave allowance. Such leave shall extend no more than forty (40) contracted work days immediately following birth, adoption or permanent custody

unless the employee's physician certifies that the employee who is a birthing parent is unable to perform their normal duties as an employee. Childcare leave shall commence following such sick leave or earlier at the employee's discretion, but shall not occur simultaneously. Employees are not eligible for use of illness, injury and emergency leave for births occurring in the summer months other than to utilize leave benefits which would occur during the contracted school year.

- 42.20 Childcare leave may be extended until the beginning of the school year following birth of the child. Additional leave for childcare may be extended to the September following the next school year if the employee, the employee's supervisor, and the Director of Human Resources mutually agree.
- 42.30 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.
- 42.40 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.
- 42.50 Insurance eligibility and benefits may be continued at the employee's option and at the employee's own expense where permitted by insurance company agreements and consistent with provisions of COBRA.

43.00 PAY PROCEDURES

- 43.10 All employees, being regular hourly employees, shall be compensated in accordance with their appropriate placement on the ESP Salary Schedules.
- 43.20 Employees shall be paid in twelve equal installments. Employees hired after the beginning of a school year will have their remaining pay divided over the remaining months of the school year as prorated to twelve months. Employees shall receive their monthly pay before the first day of each calendar month.
- 43.30 Pay for days/hours beyond the student calendar (see Article 12.20, 12.21, and 12.30) will be reported on the employee's monthly timesheet. Payment for such time will be made the following month. All days/hours beyond the student calendar must be worked and reported prior to June 30, except for professional hours worked between July 1 through July 31, which must be submitted by the July payroll due date for payment in August.
- 43.40 Employees shall participate in the direct deposit program and will designate the participating financial institution to which their pay shall be transmitted. Under extenuating circumstances, as determined by the Human Resources Director, employees may be issued a monthly pay warrant rather than being on direct deposit.

44.00	USE OF VEHICLES
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- 44.10 Employees who are authorized by their building supervisor to use their personal vehicle on District business shall be compensated according to District procedures at the IRS-approved mileage rate.
- 44.20 Employees will not be requested nor required to use their personal vehicles to transport students.

45.00	WORKERS' COMPENSATION
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- 45.10 All employees under this Agreement shall be covered by Washington State Industrial Insurance.
- 45.20 The cost of such insurance will be borne by the District with the exception of that portion required by law of the employee.

46.00	UNEMPLOYMENT COMPENSATION
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- 46.10 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.

47.00	SALARY
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- 47.10 Employees shall be paid according to Appendices A and B of this Agreement. New employees may be placed no higher than Step Ten (10) based on training and experience, except for, effective September 1, 2013, employees transferring same or similar experience from another Northshore bargaining unit or another school district may be placed at the appropriate steps of 1, 2, 3, 4, 5, 6 or 10. It shall be the responsibility of the employee to submit documentation of relevant past experience for salary placement.
- 47.20 Employees shall be placed on Step Ten (10) if they have completed nine (9) years of experience, so long as the employee is employed the appropriate number of days per year to advance to the next step, or after fewer years, dependent on the employee's initial step placement when hired. For example, an employee that was placed at Step One (1) when entering employment in the bargaining unit will be placed at Step Ten (10) upon completion of nine (9) years of service in the bargaining unit. For example, an employee who was placed on Step Two (2) as an initial step when entering employment in the bargaining unit must complete an additional seven (7) years in the bargaining unit to be placed at Step Ten (10). For example, an employee who was placed on Step Three (3) as an initial step when entering employment in the bargaining unit must complete an additional six (6) years in the bargaining unit to be placed at Step Ten (10). For example, after completion of four (4) years at Step Six (6), an employee shall advance to Step Ten (10) at the start of the following school year. In no event shall it take more than nine (9) completed years of continuous service in the

bargaining unit (provided the employee is employed the appropriate number of days per year to advance to the next step) to be placed at Step Ten (10) at the start of the following year.

- 47.30 Employees shall be eligible for placement on Step 15 of Appendices A-2, A-3, A- 4 and A-5 at the start of the work year in which they will complete fourteen (14) years of service in the bargaining unit by the end of the calendar year (December 31st).
- 47.40 A Professional Credits and Experience Committee shall be established to hear appeals from employees regarding denials by the District of educational credits or years of experience for salary schedule advancement. The Committee shall consist of three (3) members appointed by the Superintendent and three (3) members appointed by the Association. The Superintendent shall appoint the chairperson.
- 47.41 Documentation for any experience, credits and degrees must be submitted within the timelines otherwise established within this agreement for placement on the salary schedule(s). An employee may initiate an appeal to the Professional Credits and Experience Committee by providing a written request to the District's Human Resources department within ten (10) school days of receipt of notice of salary schedule placement. Upon receipt of the appeal, the Committee chair shall schedule an opportunity for the employee to meet with the committee to explain the request for experience or education credit. Decisions of the committee regarding placement shall be retroactive to the beginning of the employee's current work year. Decisions of the Professional Credits Committee are final and cannot be grieved under the grievance procedure of this collective bargaining agreement.
- 47.42 The committee shall review and/or investigate facts and documentation presented by the employee and grant (a) years of experience which are substantially similar in licensing, professional rigor and job expectations as other years of experience accepted by the District under this agreement for placement on the salary schedule; and (b) credits and degrees which are of substantially similar academic and professional rigor as other credits and degrees already accepted by the District under this agreement for placement on the salary schedule.
- 47.43 The Committee will provide an annual report to the Superintendent and AALT of the appeals granted and denied.
- 47.70 Wage rates shall be increased during the term of this Agreement as described below.
- 47.71 For each of the 2024-25 and 2025-2026 school years, the wage rates in Appendix A-2 shall be increased by a percentage equal to the state's inflationary adjustment index identified in RCW 28A.400.205 (currently the implicit price deflator).
- 47.80 In the 2024-2025 school year, the rates and stipends in Appendix A-3 (also known as Schedules 36EL, 36JH, 36SH, 36SA, and 36NLO) shall be decreased by 15% from the

2023-2024 rates. In the 2025-2026 school year, the rates and stipends in Appendix A-3 (also known as Schedules 36EL, 36JH, 36SH, 36SA, and 36NLO) shall be increased by the same percentage increases as the base schedule for that year by the same percentage increases as the base schedule for that year.

47.90 The District shall increase the PSP stipends by the same percentages identified in Section 47.70.

47.100 Extracurricular Assignment Stipends for all classified employees shall be as follows:

47.101 The district shall annually publish a memo to ESPs regarding how to document hours related to stipend-based assignments. This shall be shared with principals and office managers across the district to share district expectations regarding this pay.

47.102 Stipends that have a set dollar amount in the ESP Collective Bargaining Agreement that are assigned to an ESP shall be paid at the employee's hourly rate as documented on a timesheet. If at the end of the school year an employee has not yet submitted enough hours to reach the total amount, they shall be paid out in a lump sum of the difference by August 31.

47.103 By the end of the 2024-25 school year, AALT will define the amount of hours per stipend that is defined in the certificated Collective Bargaining Agreement that an ESP may be assigned. AALT will survey employees currently receiving these stipends to help determine the hours.

47.104 If needed, administrators shall collaborate with ESPs who have been assigned stipends on when the hours are to be worked for that purpose as they are assigned (e.g., during school breaks).

47.104.1 ESPs will collaborate with their building administrator on flexing their daily assignments so that work associated with a stipend can be completed. As a result, they may extend their workday to complete their daily assignments.

47.104.2 ESPs may work with their administrators to determine which stipend tasks may be completed outside of the work year calendar to complete work related to those stipend assignments.

47.104.3 ESPs that may need overtime to complete activities associated with the stipend will need prior approval from their supervisor.

48.00	SUBSTITUTES
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48.10 Employees shall be employed for ninety (90) workdays including substitute and regular assignment during the school year to qualify for a step advancement on the salary schedule for the following school year.

48.20 Employees substituting in positions in the bargaining unit will be paid at their current rate of pay per hour for each hour worked as a substitute in such position. An employee who is laid-off or a school year only employee who is not retained, and is subsequently re-employed as a substitute for the following school year, shall be paid at step 1 of the pay level of the work the employee is performing as a substitute.

48.21 The substitute rate of pay for level 1 and level 2 substitutes shall be the Step 1 pay level. The substitute rate of pay for level 3 substitutes shall be Step 3.

48.22 An employee with ten or more years of experience in the bargaining unit who resigns and is rehired as a substitute within three (3) years of separation, shall be paid at step 5 of the pay level of the work the employee performs. Employees who wish to receive this compensation shall complete the District form identifying them as eligible in advance.

48.23 An employee with ten or more years of experience in the bargaining unit who retires and is rehired as a substitute within three (3) years of separation, shall be paid at their former step.

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

48.25 In an effort to ensure consistency of the instructional program for students, the District will track the number of times each ESP with an Emergency Substitute Certificate is assigned a substitute role and the ESPs role subsequently goes unfilled.

48.30 **ESPs Working as Emergency Certificated Substitutes**

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

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

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

48.32 ESPs receive either their regular ESP rate of pay or Certificated Substitute rate of pay, based on the work they are performing at any one time (not pay

for both simultaneously). If they perform both jobs during the same day, they are compensated at different rates during that day, based on the hours they perform either job, subject to the two-hour minimum at the Emergency Certificated Substitute rate. In no case may an ESP be paid for more than one full day at whichever rate (cert or ESP) is higher.

48.40 Nursing Substitutes

- 48.41 Employees who have substituted as a nurse in any given school year may attend District trainings in that year for First Aid and CPR without incurring any charge to the employee.
- 48.42 The District will host at least four meetings per year for employees in the nurse substitute pool, in order to provide training and updates on District procedures. Nurse substitutes who choose to attend these meetings will be paid at the nurse substitute rate of pay. The Supervisor of Health Services, in consultation with the Nurse Team Leads, shall determine the appropriate length of and agenda for these meetings.
- 48.43 The District will provide paid orientation and shadowing, as determined by the Nursing Supervisor, for nurses joining the substitute pool.

49.00 ATTENDANCE INCENTIVE PROGRAM

- 49.10 Employees shall receive compensation for eligible accumulated illness, injury, emergency leave, as well as unused personal leave, as an employee incentive program in accordance with the conditions contained in Appendix E set forth in this Agreement.

50.00 LEAVE SHARING PROGRAM

- 50.10 A leave sharing program is established on a voluntary basis which permits employees to donate annual sick leave (illness, injury, or emergency) to a fellow employee under the provisions contained in Appendix F set forth in this Agreement.

51.00 INSURANCE

51.10 SEBB

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

51.20 **Eligibility**

Employees shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. All hours worked during the school year shall count for purposes of establishing eligibility. Employees who are hired late in the year but are anticipated to work 630 hours or more the following year are eligible for coverage.

51.30 **Benefit Enrollment/Start**

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

51.40 **Continuity of Coverage**

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

51.50 **Benefit Termination/End**

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

51.60 **Declining Coverage**

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

51.70 **Cancer Insurance**

The District agrees to make available at employee expense a cancer insurance program.

51.80 **Compliance and Legislative Changes**

All provisions of this Article shall be interpreted consistent with the rules and regulations of SEBB. If the Washington State Legislatures changes provisions of the

SEBB to allow for changes in employer contributions towards elective benefits, or substantially changes the medical coverage provisions, either party can reopen this Article 51 for negotiation over the changes to the extent allowed by law.

51.90 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 information to each new employee concerning PERS or SERS membership benefits.

51.100 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.

51.110 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.

52.00 GRIEVANCE ADJUSTMENT

52.10 Grievance Procedure

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

52.12 In the event that an employee believes there is a basis for a grievance, the employee shall first discuss the alleged grievance in a meeting with their building principal or other appropriate responsible supervisor either personally or accompanied by their Association Representative. Such discussion must be initiated within twenty (20) workdays of the occurrence,

or knowledge of the occurrence, whichever is later. If the grievance is not thus resolved, formal grievance procedures may be instituted.

52.13 **Step One**

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

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

52.14 Within ten (10) workdays of the meeting described in Section 52.13.1 the responsible supervisor or the Director of Human Resources shall communicate a written response to the aggrieved. A copy of the response shall be forwarded to the Association President and UniServ Representative.

52.15 **Step Two**

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

52.16 Within ten (10) working days of receipt of the grievance, the Superintendent or their designee shall meet with the grievant and a representative of the Association regarding the grievance. The Superintendent or their designee shall indicate their disposition of the grievance in writing within ten (10) working days of such meeting, and shall furnish a copy to the Association representative involved.

52.17 **Step Three**

If the grievant is not satisfied with the disposition of the grievance by the Superintendent or their designee, the grievant may submit the grievance to the Association for arbitration. The grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the

Superintendent written notice within twenty (20) working days of receipt of the Step Two response, or twenty working days of the deadline of the Step Two response from the Superintendent or designee if no Step Two response is received, unless mutually extended by both parties.

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

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

52.20 **Arbitration Cost**

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

52.30 **Jurisdiction of the Arbitrator**

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

52.32 The award of the arbitrator may be entered in any court of competent jurisdiction should either party fail to implement the award. If a motion to vacate the arbitrator's award is entered in a court of competent jurisdiction, and the initiating party does not prevail in the litigation, such party shall bear the full costs of such action including, but not limited to, the adverse party's court costs, legal fees, and other related expenses incurred as a result of defending such action.

52.40 **Time Limits**

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

52.50 **Grievance and Arbitration Hearings**

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

52.60 **Continuity of Grievance**

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

53.00 DURATION OF AGREEMENT

53.10 This Collective Bargaining Agreement shall become effective September 1, 2024, and continue in effect until August 31, 2026.

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

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

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

**Collective Bargaining Agreement
between
Northshore Education Association (NSEA)
and
Northshore School District No. 417
September 1, 2024-August 31, 2026**

SIGNATURE PAGE

Dated and signed this 19 day March, 2024.

FOR THE ASSOCIATION



Robbi Reed (Mar 19, 2024 10:48 PDT)

Robbi Reed, President, NSEA

FOR THE DISTRICT



Michael F. Tolley, Superintendent

on behalf of the Board of Directors I certify that this agreement was approved by the District's Board of Directors at its meeting on March 11, 2024



Paul Dillon (Mar 19, 2024 10:49 PDT)

Paul Dillon, WEA Representative



JoLynn Berge (Mar 19, 2024 15:33 PDT)

JoLynn Berge, Deputy Superintendent

Association Team Members:

Joanne Allen
Jamey Austad
Ric Calhoun
Lauren Dandridge
Anne Davidson
Paul Dillon
Suzanne Ducotey
Tiffany Frane
Patrick Holmes
Ben Huizenga
Lydia King
Kim Leatherman
Robbi Reed
Talia Rich
Sheri Setzer
Kari Stokes
Jon VandeMoortel
Colette Weber
Pamela Wilson
Jenny Woods

District Team Members:

JoLynn Berge
Obadiah Dunham
Stephanie Greany
Jerred Kelly
Tracy Meloy
Buzz Porter

APPENDIX A-1 – POSITION PLACEMENT INFORMATION
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NORTHSHORE SCHOOL DISTRICT NO. 417

Position Placement Information

LEVEL I

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

LEVEL II

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

LEVEL III

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

Inactive job titles as of May 2010:

Child Care Specialist

APPENDIX A-2 – 2024-2025 SALARY SCHEDULE

EDUCATIONAL SUPPORT PROFESSIONALS

NORTSHORE SCHOOL DISTRICT NO. 417

2024-2025

Salary Schedule

SCHEDULE 36

Effective September 01, 2024

Step	01	02	03	04	05	06	10	15
Rate per hour LEVEL I	29.13	30.00	30.88	31.75	32.63	33.50	35.25	37.00
Rate per hour LEVEL II	38.84	40.01	41.17	42.34	43.50	44.67	47.00	49.33
Rate per hour LEVEL III	48.57	50.03	51.48	52.94	54.40	55.86	58.77	61.68

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

See Article 47.20 for placement on Step Ten (10)

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

An annual stipend shall be given beyond the normal salary to any employee who has achieved higher levels of certification or degrees listed in the section below.

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

Employees qualifying at more than one level will receive only one level of incentive pay.

See Article 28.80 in Collective Bargaining Agreement.

	Step 00
	<u>Annual</u>
Advanced Paraeducator Certificate / Basic Standards Certificate (NAEOP)*	1094.00
AA Degree / Associate Professional (NAEOP)*	1285.00
Advanced I (NAEOP)*	1424.00
Advanced II (NAEOP)*	1574.00
Advanced III (NAEOP)*	1746.00
BA or BS Degree / Professional Bachelor's Degree (NAEOP)*	1932.00
MA or MS Degree / Professional Master's Degree (NAEOP)*	2010.00
Level II or III with ESA - appropriate to the job	3698.00
Level II or III with MA degree - appropriate to requirements of the job	3698.00
Level II or III with ESA appropriate to the job & MA/MS appropriate to the job	5547.00

Adopted by the Board of Directors on: 3/11/2024

APPENDIX A-3 – 2024-2025 CLASSIFIED ACTIVITY SCHEDULES

**ESP ACTIVITY SCHEDULE 36EL
NORTHSHORE SCHOOL DISTRICT NO. 417
2024-2025 School Year**

SCHEDULE 36EL
Effective: September 01, 2024

SCHEDULE 36EL - ELEMENTARY			Additional Allocation
4.	Safety & Emergency Prep Coordinator - Less than 800 students	1,964	
	Safety & Emergency Prep Coordinator - 800 or more students	2,357	
	Safety & Emergency Prep Coordinator - 1000 or more students	2,710	
5.	Student Council	395	
6.	Academic Clubs (total allotment per school)	3,289	
7.	Assessment Coordination - 400 or fewer students ***	1,692	1,057
	Assessment Coordination - 800 or fewer students ***	2,219	1,587
	Assessment Coordination - more than 800 students ***	2,536	1,902
9.	Textbook / Science Materials Manager- less than 600 students****	845	
	Textbook / Science Materials Manager- 600 or more students****	1,057	
	Textbook / Science Materials Manager- 800 or more students****	1,268	

*** The stipend is a minimum amount. Buildings may supplement with additional hours, compensation or substitute time for certificated or classified as needed using additional district allocations or building funds.

**** For job description see Addendum K in Collective Bargaining Agreement

Approved by the Board of Directors on: 3/11/24

**ESP ACTIVITY SCHEDULE 36JH
NORTHSHORE SCHOOL DISTRICT NO. 417
2024-2025 School Year**

SCHEDULE 36JH

Effective: September 01, 2024

SCHEDULE 36JH - MIDDLE SCHOOL			Additional Allocation
1.	Honor Society	877	
2.	Academic Clubs (total allotment per school)	6,124	
3.	Yearbook (if no class, full stipend; if class, half stipend)	2,467	
8.	Safety Committee Member	375	
9.	Safety & Emergency Prep Coordinator - Less than 800 students	1,964	
	Safety & Emergency Prep Coordinator - 800 or more students	2,357	
	Safety & Emergency Prep Coordinator - 1000 or more students	2,710	
10.	WEB Coordinator (4 stipends)**	1,268	
13.	Assessment Coordination - 800 or fewer students ***	2,219	1,587
	Assessment Coordination - more than 800 students ***	2,536	1,902

** There shall be no more than 7 events per year

*** The stipend is a minimum amount. Buildings may supplement with additional hours, compensation or substitute time for certificated or classified as needed using additional district allocations or building funds.

Approved by the Board of Directors on:

**ESP ACTIVITY SCHEDULE 36SH
NORTHSHORE SCHOOL DISTRICT NO. 417
2024-2025 School Year**

SCHEDULE 36SH

Effective: September 01, 2024

SCHEDULE 36SH - SENIOR HIGH			Additional Allocation
2.	Senior Class Advisor	2,113	
3.	Junior Class Advisor	1,587	
4.	Sophomore Class Advisor	1,057	
14.	Safety Committee Member	375	
15.	Safety & Emergency Prep Coordinator - Less than 800 students	1,964	
	Safety & Emergency Prep Coordinator - 800 or more students	2,357	
	Safety & Emergency Prep Coordinator - 1000 or more students	2,710	
16.	Link Crew Coordinator (4 stipends)**	1,587	
17.	Academic Clubs (total allotment per school)	8,984	
20.	Assessment Coordination ***	3,171	3,699
21.	Freshman Class Advisor	751	

** There shall be no more than 7 events per year

*** The stipend is a minimum amount. Buildings may supplement with additional hours, compensation or substitute time for certificated or classified as needed using additional district allocations or building funds.

Approved by the Board of Directors on:

**ESP ACTIVITY SCHEDULE 36SA
NORTHSHORE SCHOOL DISTRICT NO. 417
2024-2025 School Year**

SCHEDULE 36SA

Effective: September 01, 2024

SCHEDULE 23SA - Secondary Academy for Success			Additional Allocation
1.	Senior Class Advisor	1,002	
4.	Academic Clubs (total allotment per school)	5,991	
5.	Safety Committee Member	375	
6.	Safety & Emergency Prep Coordinator - Less than 800 students	1,964	
7.	Assessment Coordination ***	2,219	1,587

*** The stipend is a minimum amount. Buildings may supplement with additional hours, compensation or substitute time for certificated or classified as needed using additional district allocations or building funds.

Approved by the Board of Directors on:

**ESP ACTIVITY SCHEDULE 36SA
NORTHSHORE SCHOOL DISTRICT NO. 417
2024-2025 School Year**

SCHEDULE 36NLO

Effective: September 01, 2024

SCHEDULE 23NN - Northshore Learning Options			Additional Allocation
1.	Assessment Coordination ***	2,219	1,587

*** The stipend is a minimum amount. Buildings may supplement with additional hours, compensation or substitute time for certificated or classified as needed using additional district allocations or building funds.

Approved by the Board of Directors on:

APPENDIX B – CLASSIFICATION AND WORK YEAR PROVISION SUMMARY

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

Job Title/Classification	Salary Schedule Designation	# of Work Days	# of Paid Holidays**
Paraeducators Paraeducator Paraeducator - Elementary Advanced Placement Dual Language Program English Language Learner Program (EL) Learning Assistance Program (LAP/Title I) Preschool Program Special Education	Level I	180	12
Paraeducator – Head Start	Level I	180*	12
School Assistant	Level I	180	12
School Technology Specialist	Level I	185	12
Campus Supervisor	Level II	180	12
Health Occupations Assistant	Level II	180	12
Head Start Teacher	Level II	180*	12
Instructor – Preschool Program	Level II	180	12
Interpreter	Level II	180	12
Occupational and Physical Therapist	Level II	180	12
Ready Start Teacher	Level II	180	12
Speech Language Pathologist Assistant	Level II	180*	12
Swimming/Water Safety Specialist	Level II	180*	12
Transcriber	Level II	180	12
Community Schools Project Coordinator	Level III	199*	12
Community Service Specialist	Level III	205	12
Dean of Students	Level III	205	12
Family Service Worker	Level III	182*	12
Mental Health Specialist	Level III	199	12
Natural Leaders Specialist	Level III	191	12
Registered Nurse	Level III	185	12
School Service Specialist	Level III	180	12
Truancy Specialist	Level III	194	12

*Days will vary from year to year depending on funding (e.g., grant funding, building funding, etc.) ** See 12.41

APPENDIX C – EVALUATION PROCEDURES

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

Educational Employee: _____ Date of Conference: _____

Assignment: _____ School: _____

Evaluation Type: Annual _____ Probationary _____ Other _____

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

Evaluator's Summary Statement:

Employee Comments or Reaction to the Evaluation:

Employee's Signature: _____

Evaluating Administrator's Signature: _____

Conference Date: _____

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

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

APPENDIX D – GRIEVANCE REVIEW REQUEST FORM

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

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

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

TO: _____ TITLE: _____

GRIEVANT'S NAME: _____

SCHOOL/ASSIGNMENT: _____

SCHOOL PHONE: _____ HOME PHONE: _____

STEP ONE: _____ DATE OF CONFERENCE: _____
Immediate Supervisor

STEP TWO: _____ DATE OF CONFERENCE: _____
Administrator

THE NATURE OF MY GRIEVANCE IS:

THE ADJUSTMENT I AM RECOMMENDING IS:

Signature of Grievant

Date: _____

- c: Superintendent
NSEA President
WEA Representative

APPENDIX E – UNUSED LEAVE COMPENSATION

SECTION I - Employee Attendance Incentive Program Procedures - Attendance

A. Accumulation of Illness, Injury and Emergency

1. Annual leave for illness, injury and emergency shall accumulate from year to year up to one hundred eighty (180) days;
2. 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;
3. 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.

B. Annual Conversion of Accumulated Illness and Injury Leave

1. Each January eligible employees may elect to receive remuneration for unused illness and injury leave accumulated in the previous calendar year;
2. 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;
3. An eligible employee is a current employee:
 - a. 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;
 - b. 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
 - c. Who provides written notice to the Human Resource Office by the last workday in January of their intent to convert their excess illness or injury leave to monetary compensation.
4. 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
 - a. 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

- b. Subtracting there from the number of illness or injury days used by the employee during the previous calendar year;
 - c. The remainder, if positive, shall constitute the number of illness or injury leave days which may be converted to monetary compensation.
5. 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;
 6. 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;
 7. Partial days of eligible illness, injury or emergency leave shall be converted on a pro rata basis;
 8. 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.

C. 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 the employee's 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.

D. Post Retirement Considerations

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

1. 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;
2. Moneys or post retirement medical benefits received under this section shall not be included for the purposes of computing a retirement allowance under any public retirement system in this state.

SECTION II - Employee Attendance Incentive Program Procedures - Personal Leave

A. Accumulation of Personal Leave

Personal leave described in Article 38 shall accumulate from year to year up to eight days. For the purposes of this section, "days" are based on the employee's prorated work day.

B. Conversion of Personal Leave Upon Death

1. The estate of the eligible deceased staff member shall receive monetary compensation for unused personal leave at the employee's current basic rate of pay.

APPENDIX F – PROVISIONS FOR LEAVE SHARING

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

Procedures

A. Eligibility for Receiving Leave

1. The employee:
 - a. Suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature;
 - b. Has been called to service in the uniformed services;
 - c. Has the needed skills to assist in responding to a state of emergency declared anywhere within the United States by the federal or any state government, or its aftermath, and volunteers their services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services;
 - d. Is a victim of domestic violence, sexual assault, or stalking;
 - e. Is a current member of the uniformed services or is a veteran as defined under RCW 41.04.005, and is attending medical appointments or treatments for a service-connected injury or disability;
 - f. Is a spouse of a current member of the uniformed services or a veteran as defined under RCW 41.04.005, who is attending medical appointments or treatments for a service-connected injury or disability and requires assistance while attending such appointments or treatment;
 - g. Needs the time for parental leave; or
 - h. Is sick or temporarily disabled because of pregnancy disability.
2. The employee's job is one in which annual vacation and/or sick leave can be used and accrued.
3. The employee is not eligible for time-loss compensation under Chapter 51.32 RCW.
4. The employee has abided by District policies regarding the use of sick leave.

5. Annual vacation leave and/or sick leave has been exhausted, or will be exhausted by the employee, except as described in Section F.2 below.
6. The condition has caused, or is likely to cause, the employee to go on leave without pay or terminate District employment.

B. Donation of Sick Leave

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

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

C. Maximum Amount

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

D. Documentation

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

E. Calculation

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

F. Exhaustion of Sick Leave

1. Employees eligible for shared leave under the conditions described in Section A.1.a, A.1.e, A.1.f, A.1.g, or A.1.h must first deplete all but up to 40 hours of their accrued sick leave before using shared leave. Employees qualifying for shared leave under WAC 392-136A-030 (1)(g) or (h) must use leave in accordance with RCW 41.04.671.
2. Employees eligible for shared leave under the conditions described in Section A.1.b must first deplete their paid military leave allowed under RCW 38.40.060 before

using shared leave. However, the employee can maintain up to 40 hours of paid military leave.

G. Shared Leave Request Process

1. Upon the request of an employee who is approved for shared leave donations, the district will notify other employees of the initial request for leave donations. Upon the request of an employee, the District will issue a second announcement regarding the shared leave request.

APPENDIX G – VIOLENT/AGGRESSIVE STUDENT BEHAVIOR PROCESSING

School Administrator Protocol/Action Steps for Processing an Incident of Violent/Aggressive Student Behavior

FIRST:

- Support staff in de-escalating the situation
- Ascertain if there was physical contact and/or any injuries
- Photograph injury(ies) as evidence
- Assist staff member in obtaining medical attention, if necessary, and make sure to complete the items in step four below

SECOND:

- Contact the parent or guardian of the student
 - Implement a plan for supporting students who are observers of traumatic events including appropriate notice to parents and families of the event (CBA Article 26.6)
- Provide direct supervision of the student until the parent or guardian arrives
- If the student is on an IEP and already has a Behavior Intervention Plan or Emergency Response Protocol, consult the plan or protocol
- Work with staff to input the incident into the Student Information System (Synergy)
 - Ensure exact context of the assault (when and where it occurred) and statements made by staff member(s) and witness(es)

THIRD:

- Contact your supervisor
- Contact Law enforcement and/or Security and Safety Officer as warranted by the incident

FOURTH, if there was physical contact resulting in injuries:

- Complete the SIF-2 Worker's Compensation Injury Report (available from the school nurse)
 - Seek assistance from HR or Risk Management if necessary to complete the documentation
- Provide the staff member with law enforcement reporting information
- Work with affected staff member to determine if physical contact was intentional vs. unintentional
- Arrange for appropriate leave from work if warranted
 - Connect with HR if assistance is needed and/or if staff member requires accommodations upon return

FIFTH, determine whether or not the student has an IEP or 504 plan. If yes:

- Reference student's Behavior Intervention Plan or Emergency Response Protocol
- For a student with a 504 plan, contact the Director of Student Services for assistance
- For a student with an IEP, contact the region's Director of Special Education for assistance
- Hold a manifestation meeting. If the student's behavior is not a manifestation of the student's disability, go to step 6
 - If a manifestation meeting is held, follow the guidelines on the Manifestation Form to determine whether the behavior was a manifestation of the student's disability.

SIXTH, work with the Director of Student Services to:

- Follow discipline procedures, if required, as per Rights & Responsibilities Handbook

- Determine the level of risk. If an outside threat assessment is needed, determine and follow those next steps.
 - If warranted, refer student for mental health and safety inquiry, notifying parents of requirements for readmission to school as appropriate.
- Determine whether or not a re-entry conference is required. If so, develop a plan for the conference with support from Student Services, and notify parent or guardian of the re-entry conference.

SEVENTH, prior to re-entry:

- Refer student to counselor or other appropriate intervention if necessary
- Develop and/or determine the need to revise safety/behavior plan with appropriate school and district staff
- Review the safety/behavior plan with school staff and obtain signatures from school staff on agreement to implement the plan
 - Notify student's assigned staff, and to other staff on a need to know basis as soon as reasonably possible by an administrator or designee. (CBA Article 26.7)
- Review the safety/behavior plan with the student and parents or guardians prior to the student's return to school, and obtain signatures on the agreement to implement the plan
- Facilitate a meeting with student, parents or guardians, and staff member for repairing the relationship and making amends prior to the student returning to the staff member's class

FINALLY, ensure that the following forms have been completed and submitted:

- Violent/Aggressive Student Behavior Incident Record within the Student Information System (Synergy)
- SIF-2 Worker's Compensation Injury Report if there is an injury
- Discipline Report uploaded in the Student Information System (Synergy) if discipline has been imposed
- Physical Restraint, Isolation & Other Use of Reasonable Force form if any of those occurred.
- Safety/Behavior plan uploaded into the Student Information System (Synergy)
- Copies of forms and safety/behavior plan provided to staff member involved
 - Notify student's assigned staff, and to other staff on a need to know basis as soon as reasonably possible by an administrator or designee. (CBA Article 26.7)

If, based on the circumstances, the incident is not entered into the Student Information System, this form must be printed once completed and the information below must be included.

Date of Incident:

School Building:

Name of Affected Staff Member:

Name of Administrator:

Signature of Administrator:

(Signature indicates above checked actions have been taken and completed)

APPENDIX H – SPECIAL EDUCATION ADVISORY TEAM (SEAT)

1. The Special Education Advisory Team (SEAT) is not a governing entity but rather serves to make recommendations and/or provide key information to department district leadership regarding the design and implementation of services for students with special needs. SEAT members bring knowledge and skills that augment the knowledge and skills of the Special Education Department administration. SEAT will be jointly facilitated by district special education leadership and NSEA leadership.

2. Meetings

SEAT shall meet five times a year with all-day sub release. At the first meeting of the year, SEAT will set goals to accomplish over the course of the year. At the September meeting with all certificated Special Education staff, the District shall share information regarding the process for communicating with SEAT. All certificated staff attending this meeting will be asked to share information about SEAT with Special Education ESPs in their building. Time will be allocated for a two-way discussion and staff input. By April 30th of each school year, SEAT members will create a proactive agenda for the following school year's meeting topics with input from any employees (on SEAT or not), with the opportunity to adjust as needed to meet legislative mandates and/or district initiatives. At the first meeting of each school year, SEAT will review the goals set the previous Spring. SEAT will identify topics and provide input in areas that support 1) improving student achievement; 2) technology plans; 3) inservice and professional development; 4) problem solving staffing decisions and program issues; and 5) practices that enhance community and climate. SEAT will maintain a standing agenda item for OSPI and ESD updates. SEAT will report these professional development needs to the appropriate district administrator. District administration will provide updates to the AALT as needs arise.

ESALT (ESA Leadership Team) meetings shall continue to be held monthly unless the ESALT members determine otherwise.

3. Membership

SEAT shall be composed of the following:

- 1 General Education High school Teacher
- 1 General Education Elementary Teacher
- 1 General Education Middle School Teacher
- 1 School Counselor
- 3 Secondary Teachers (LC/Mid-level, Behavior, FSA);
- 3 Elementary Teachers (LC/Blended, Sensory/Social/Emotional, FSA);
- 1 Early Childhood Special Education teacher;
- 2 Special Education paraeducators (one elementary; one secondary);
- 3 ESA staff (Psychologist, SLP, OT/PT);
- 2 Building Administrators (Elementary, Secondary); and
- 4 District Administrators (2 Special Education Directors, the administrator in charge of Special Education, and a designee from Curriculum and Instruction)

NSEA leadership will determine how NSEA members will be appointed.

4. Dissemination of information

Time will be set aside at the end every SEAT meeting for the director of special education and a jointly designated SEAT member to review the notes and action plans recorded during the meeting. The Special Education Director will then provide a summary of the meeting, action plans and any upcoming changes to all certificated and classified staff through existing communication channels, including the special education bulletin, the teacher toolbox and a summary at monthly AALT meetings.

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

5. Decision making

SEAT will utilize the new-district-initiative process in monthly AALT to vet new initiatives that come from Special Education and/or NSD Administration

APPENDIX I – MEMORANDA OF UNDERSTANDING

**MEMORANDUM OF UNDERSTANDING
Paraeducator Certification**

New employees of this bargaining unit will be required to work on the non-student grading days (January and June), as well as two days in the following August. In subsequent school years, new employees of this bargaining unit will be required to use 28 of their 40 professional hours to compensate them for their time to complete the state-required Fundamental Course of Study (FCS). The District shall continue to offer FCS to all employees, even those that are not required by the state to complete this training.

AALT will continue to oversee the delivery of professional development for all employees seeking the General Paraeducator Certificate and the Subject Matter Certificate. Should the state change the requirements of the Paraeducator Certificate program, from what was in place during the 2022-2023 school year, the parties agree to meet and confer regarding implementation of the program.

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

Elections

Classified employees represented by NSEA shall have the option to elect one representative (total) on the SDLT. 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 their attendance is necessary at each SDLT meeting and any portion thereof.

ESP representatives to SDLT will be nominated or self-nominated by ESP employees. A district-wide announcement will occur the week after Spring Break letting staff know that the selection process for SDLT is now open.

Notification of a building's SDLT election will occur in the April SDLT minutes.

A person will vote for SDLT representatives based on their expected assignment for the next school year.

Elections will be conducted no later than June 1. This election will be jointly organized by the NSEA Building Representatives and the Principal and conducted using a secret ballot. Terms of

office shall be one year and members are eligible for re-election at the end of their term. A report on SDLT elections will be made at the June AALT meeting.

All SDLT positions for the ensuing school year shall be posted in each building by May 1st. The selection of SDLT members will be completed by June 1st. When vacancies arise later, elections will take place shortly after knowledge of the vacancy. Waivers to SDLT composition after June 1st will trigger another SDLT election.

Process

Each School shall have a Shared Decision Making Leadership Team (SDLT). The building principal will act as the facilitator of the leadership team. The District and the Association will be responsible for collaboratively training schools annually in the structure for Shared Decision Making.

The SDLT for each school will operate in accordance with a written decision making process, which shall be annually submitted to the full staff for approval by October 1st each year. The elements of a written decision making process shall include:

- Operating principles for the school's decision making process that identifies how decisions will be made and that holds all SDLT members accountable.
- A calendar of scheduled SDLT meetings. Meeting length and frequency should be agreed upon by the principal and SDLT and published for the entire staff. All SDLT meetings are considered open to staff who want to attend.
- SDLT decisions will be made by the process deemed appropriate by the team and reference the decision-making matrix. All votes and decisions will be recorded.
- A process to identify agendas and outcomes of all meetings and how staff will be informed about the work of the SDLT. It is the responsibility of each SDLT to develop a two-way communication plan to collect information from and disseminate information to staff.
- A record keeper to take minutes which will be shared electronically with staff.
- How the SDLT shall determine when there is a need for resources or process assistance from the AALT.
- An SDLT training will be jointly developed by NSD and NSEA staff and will be produced in a format that allows for asynchronous access.
 - Topics should include but are not limited to building decision making process and collaborative decision making.
- Any SDLT or any member of an SDLT may request SDLT training at any time.
- SDLT will receive copies of relevant SDLT CBA language yearly.
- All new members to the SDLT will be expected to access the SDLT online training module.

Compensation

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

MEMORANDUM OF UNDERSTANDING
Blended Special Education Caseload Models

1. All certificated staff from each program proposed for blending and one classified staff member chosen by simple majority by all classified staff for each program proposed, shall vote on whether or not to adopt a blended caseload model in their building. The building principal may break a tie if needed. This may include any special education service in the building and may apply to all certificated and classified special education staff. Staff may revisit this annually.
 2. The certificated staffing, classified staffing, and overload pay allocations for special education service providers will remain the same as a service delivery model that is not blended. The teachers and the principal will ensure that special education caseloads are balanced numerically until a needs based staffing model is developed. The building administration will continue to monitor student distribution over the course of the year.
 3. If overload pay would be generated by a non-blended model, the overload pay will be distributed equally to all certificated staff in the blended model, and on a pro-rated basis to any part-time certificated staff. If caseloads increase significantly, the parties will meet and discuss appropriate remedies.
 4. If staff determine to adopt this blended service delivery model, they shall maintain their current sub-classification designations and seniority within sub-classifications for paraeducators. These designations will be used for displacement and reassignment purposes, if necessary.
 5. Paraeducator staff may support all students in a general education or special education classroom regardless of program identification. Special education teams and building administrators will determine paraeducator scheduling to meet student needs.
 6. Co-teaching between general education and special education teachers will be on a voluntary basis.
-

MEMORANDUM OF UNDERSTANDING
Comprehensive District Plan for Special Education

The district will develop a comprehensive plan with feedback from departments across the system, including instruction, facilities, and transportation. The District will present the plan to SEAT during the 2024-25 school year. SEAT will provide feedback regarding the impacts of the comprehensive plan developed by the District. The comprehensive plan will then be reviewed by AALT at the March 2025 AALT meeting to provide feedback and address any workload implications in the following areas:

- Definition for inclusion and inclusive practices;
- Identification of a continuum of special education services P-21;
- The evaluation of all school facilities' capacity to support inclusion, in partnership with representatives from each school; and
- Best practices for SDLTs creating master schedules that consider purposeful intervention blocks.

MEMORANDUM OF UNDERSTANDING
Employee Assistance Program

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

MEMORANDUM OF UNDERSTANDING
Safety & Emergency Prep Coordinator

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

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

- Ensure that existing staff are assigned to key emergency roles as defined by FEMA
- Develop and revise the EOP which will be due in May for the upcoming school year
- Review and train staff and students on emergency procedures in coordination with district guidance
- Stock and maintain supplies in the emergency containers
- Conduct safety and emergency meetings on a regular basis, at least quarterly

- Work with building administration to schedule required emergency drills
- Review Incident/Accident reports to identify hazards, causes and trends
- Maintain safety bulletin board(s) and distribute safety materials
- Receive and evaluate employee safety suggestions and notifications
- Check for hazards and make recommendations to rectify or improve hazardous conditions
- Provide written feedback to employees who have identified problems
- Keep notes of all meetings and post them on safety bulletin boards

The stipend for this position will be \$2,000 in buildings with fewer than 800 students, \$2,400 in buildings with 800-1000 students, and \$2,800 in buildings with more than 1000 students. Additionally, the coordinator will be paid at the C-7 rate (or their hourly rate, if ESP) for any work performed either before or after school to stock the emergency containers and maintain classroom emergency supplies.

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

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

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

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

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

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

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

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

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

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

MEMORANDUM OF UNDERSTANDING
Job Expectations for School Nurses and Responsibilities of
Other Staff in the Absence of a Nurse

Basic job expectations for ALL nursing staff:

- Detects, plans, treats and follows up on student health problems and serves as a liaison between home, school and medical or other community resources.
- Develops care plans for all students with life threatening conditions (LTC) and diabetes per RCW’s and school district policy prior to school attendance.
- Provides staff education for LTC’s and diabetes per RCW’s and school policy.
- Provides health information to students and families.
- Provides and/or coordinates emergency first aid to students and staff in a building disaster, at the school where the nurse is present at the time of the disaster.
- Maintains comprehensive school health records for each student. -

- Performs and/or delegates/trains/supervises other staff to perform medication administration and medical procedures within the parameters of licensed care laws of the state of Washington and district policies and procedures.
- Monitors compliance with state immunization laws, follow-up with parents and coordinates record keeping.
- When on site, identifies communicable diseases and affects a plan of action to prevent spread of infection.
- Coordinates yearly vision and hearing screening.
- Compiles annual health room supplies order and maintain supplies.
- Serves as a resource for classroom health education.
- Provides consultation to the special education Evaluation Team either in-person or by providing written input. Coordinates, monitors and case manages health needs of health impaired and/or medically fragile students.
- Serves as mandatory reporter, along with all certificated District employees, to Child Protective Services for suspected issues of abuse and neglect.

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

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

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

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

Duties no longer required of ANY nurse:

- L&I liaison

MEMORANDUM OF UNDERSTANDING
Maintenance of Standards

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

Memorandum of Understanding
Regarding Enrollment of Nonresident Children of Employees Subject to RIF

Employees subject to a reduction in force for the 2024-25 or 2025-26 school years whose nonresident children are enrolled in the District during the prior school year will have the option to remain enrolled in the District until the completion of their K-12 education.

MEMORANDUM OF UNDERSTANDING
Regarding Staffing Reductions to Balance the Budget

The maximum amount of reductions to the staffing levels of NSEA-represented employees to balance the 2024-2025 budget will be no more than \$8,600,000 of 2023-24 expenditures. Any layoff of NSA-represented certificated staff within that \$8,600,000 will be implemented in accordance with provisions in Article 33. The reductions within that \$8,600,000 are separate from reductions for reasons of enrollment, changes in student program offerings, or changes in state, federal, or grant funding which will be first processed with the Association in accordance with Sections 33.11 and 33.12.

MEMORANDUM OF UNDERSTANDING
Secondary Self-Select

The District shall provide two (2) 6.5-hour Paraeducators to each junior high/middle school to support non-Challenge classes in English, Social Studies, Math and Science. A school which wants to use this resource for certificated staffing may use the waiver procedures of the CBA to request approval from the District and Association. In the event the self-select program (by whatever name) is discontinued, this staffing shall discontinue.

APPENDIX J – TEACHING CERTIFICATION SCHOLARSHIPS

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

The District will not provide a scholarship fund for the 2024-2025 school year. The scholarship fund for the 2025-2026 school year is \$20,000. Scholarship awards will be a minimum of \$2,000 per school year, unless their documented educational expenses are less than \$2,000, following their receipt of any additional awards and/or grants. Recipients may receive one scholarship per year for a maximum of three years. All scholarship monies will be paid via a district Travel and Expense Reimbursement Claim form and deposited directly into the recipient's bank account on file with the district.

1. Eligibility

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

2. Criteria

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

3. Selection Process

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

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