

**Collective Bargaining Agreement**

**between**

**Northshore School District No. 417**

**and**

**Northshore Educational Office  
Professionals Association  
(NEOPA)**

**September 1, 2024 through August 31, 2026**

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NORTHSHORE SCHOOL DISTRICT NO. 417

AND

NORTHSHORE EDUCATIONAL OFFICE PROFESSIONALS ASSOCIATION

EFFECTIVE DATE: SEPTEMBER 1, 2024 - AUGUST 31, 2026

**1.00 PREAMBLE**

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

**2.00 RECOGNITION AND MEMBERSHIP**

- 2.10 The District recognizes the Association as the exclusive representative of all office professionals and long-term substitutes for office professionals of the District, excluding current confidential secretaries in accordance with RCW 41.56 and rules issued thereunder by the Public Employment Relations Commission, State of Washington. By election conducted by the Public Employment Relations Commission pursuant to Chapter 41.56 RCW, the Association was certified on March 10, 1981, (Case Number:3261-E-81-631, Decision Number 1107-PECB). As used in this Agreement, the following terms shall mean:
- 2.20 **District** - Northshore School District #417.
- 2.30 **Association** - Northshore Educational Office Professionals Association (NEOPA) as represented by the Washington Education Association (WEA) and affiliated with the National Education Association.
- 2.40 **Employee** – Any office professional, or long-term substitute (as defined in Article 2.70) or temporary (as defined in Article 2.80) employee of the District, including part-time employees, and any employee in a new department or classification whose work is similar or comparable to that done by office professionals with the exception of those who are by definition "confidential employees."
- 2.50 **Permanent Employee** - An employee who has completed the probationary status period.
- 2.60 **Confidential Employee** - Specific positions are classified as confidential and are excluded from this bargaining unit. For the duration of this Agreement, the District and the Association agree to maintain not more than fourteen (14) positions classified as confidential. The District further agrees not to reclassify any NEOPA positions into Supervisor/Coordinator positions without

mutual agreement between the District and the Association. The District agrees to inform NEOPA leadership and UniServ Director at least one week prior to final approval of a position justification form when creating any new NNRAP-Professional Technical positions, to ensure that the Association has notice of new positions which may require discussion regarding unit membership.

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

2.70.1 Persons assigned to long-term substitute positions of forty-five (45) continuous work days or more will become members of the bargaining unit and will be granted the employee rights of 2.70.2 applied retroactively from the first day of the temporary position. Non-student days and school breaks shall not be counted as an interruption of the continuous work days. The District shall not intentionally interrupt the service of continuous work days.

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

Employee rights in Articles 1, 2, 3, 4, 5, (newly hired means as of the 45th continuous calendar day), 6, 7, 8, 9, 11, 15, 16, 21, 24, 25, 26, 29, 33, (on a prorata basis without accumulation), 45.70, 47, 56 (through Step 2), 57, 58. Appendices A, A-1, B, B-1 and B-2 as limited.

2.70.3 For a long-term substitute assignment the person occupying such assignment shall be eligible for group insurance programs as defined in Article 54.

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

2.80.1 Employees assigned to temporary positions of forty-five (45) continuous work days or more will become members of the bargaining unit and will be granted the employee rights of 2.80.3 applied retroactively from the first day of the temporary position. Non-student days and school breaks shall not be counted as an interruption of the continuous work days. The District shall not intentionally interrupt the service of continuous work days.

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

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

Employee rights in Articles 1, 2, 3, 4, 5, (newly hired means as of the 45th continuous calendar day), 6, 7, 8, 9, 11, 15, 16, 21, 24, 25, 26, 29, 33, (on a prorata basis without accumulation), 45.70, 47, 56 (through Step 2), 57, 58. Appendices A, A-1, B, B-1 and B-2 as limited.

Employees completing a temporary assignment lasting at least six months will be entitled to rights under Article 22, including assignment of seniority in accordance with Section 23.20. In such instances, the employee's temporary hire date shall serve as the employee's seniority date for purposes of transfer, and in such cases as the employee may be hired into a permanent position.

2.80.4 For a temporary employee assignment of which lasts longer than sixty (60) work days, the person occupying such assignment shall be eligible for group insurance programs

under as defined in Article 54. at such point that the District determines that the duration of the position will be greater than 60 work days, or on the sixty-first (61) work day, whichever occurs earlier. Current benefit-eligible employees who agree to accept a temporary assignment will not be subject to the sixty (60) work day timeline to trigger benefit eligibility per Article 54.

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

### **3.00 SEVERABILITY**

- 3.10 If any provision of this Agreement or any application of this Agreement shall be found to be contrary to law by a tribunal of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or application of this Agreement shall continue in full force and effect.
- 3.20 If any provision of this Agreement is so held to be contrary to law, the parties shall, by mutual consent, commence bargaining on said provision as soon thereafter as is reasonably possible.

### **4.00 STATUS AND APPLICATION OF THIS AGREEMENT**

- 4.10 As provided in this Agreement, certain rights and functions are accorded to the Association. Said rights and functions are exclusive to the Association.
- 4.20 Where there is conflict between this Collective Bargaining Agreement and any resolution, rule, policy, regulation, or practice of the District, the terms of this Agreement shall prevail.
- 4.30 Except as otherwise provided herein, this Agreement is complete in and of itself and sets forth all terms and conditions of the agreements between the District and the Association pursuant to Chapter 41.56 RCW.
- 4.40 Unless otherwise provided herein, this Agreement shall not be interpreted or applied so as to reduce hours and/or days for employees during the period funding sources continue. If significant funding for this employee group should diminish during the course of this Agreement, some of the personnel may be laid off in accordance with the Reduction in the Work Force Article of this Agreement, rather than the reduction of the hours for all. Nothing about this provision shall be construed to prevent the District from temporarily assigning staff to multiple sites.

### **5.00 DISTRIBUTION OF THIS AGREEMENT**

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

### **6.00 MONITORING THE AGREEMENT**

- 6.10 The Association President(s) and/or designee(s) shall meet at mutually agreeable times during the work day with the Director of Human Resources and/or designee as requested by either party to

review and discuss the monitoring of this Agreement. Such meetings shall not be considered to be part of collective bargaining.

<b>7.00</b>	<b>ASSOCIATION MEMBERSHIP AND DUES COLLECTION</b>
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- 7.10 The District will make a payroll deduction for Association dues and assessments upon receipt of a written authorization executed by an individual employee. The District will process membership enrollment and resignation exclusively at the direction of the Association, not individual bargaining unit members. Any deductions for political contributions subject to RCW 42.17A.495 shall be separately authorized in writing by the employee on forms that comply with WAC 390-17-100 and be revocable by the employee at any time. The District shall provide all employees annual notice of their rights regarding payroll deductions for political contributions under WAC 390-17-110.
- 7.20 Prior to the beginning of each school year, the Association will give written notice to the District of the dollar amount of dues and assessments required of an Association member. The amount for deductions shall not be subject to change during the school year. The deductions authorized by the above provisions will be made in twelve (12) equal amounts from each paycheck beginning the pay period of September through the pay period of August of each year. Employees who commence employment or join the association after September, or terminate employment before June, shall have their deductions prorated. Each month during the school year, the District will send the Association all money deducted for dues accompanied by a list of names of those employees for whom payroll deductions were made. Such notification shall include information required to process membership, including but potentially not limited to the last four digits of the employee's social security number; name; assignment; work site; work year/calendar; work hours; salary schedule placement; seniority; home address; work and home phone numbers; and work and home email address of each bargaining unit employee, so long as such information is provided to the District by the employee.
- 7.30 The Association will refund to the District any amounts paid to it in error.
- 7.40 The Association and its affiliates will defend, indemnify and hold the District harmless against any claims that may arise out of any action taken in implementation of this section, according to its terms.

<b>8.00</b>	<b>NON-DISCRIMINATION AND CITIZENSHIP RIGHTS</b>
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- 8.10 There shall be no discriminatory treatment in recruitment, hiring, retention, transfer, promotion, and training of all employees regardless of race, creed, religion, color, marital status, sex, age, national origin, genetic information, sexual orientation including gender expression or identity, honorable discharged veteran or military status, or the presence of any sensory, mental, or physical disability, unless based upon a bona fide occupational qualification, or because of their membership in employee organizations or in their exercise of other rights under Chapter 41.56 RCW Public Employees Collective Bargaining Act.
- 8.20 Employees are entitled to full rights of citizenship, and the proper exercise thereof shall not be grounds for any discipline or discrimination against an employee. The religious, political or private persuasions of an employee, which do not become manifest in conduct harmful to students or in activities adversely affecting the performance of assigned duties, shall not form the basis for discipline or performance evaluation.

- 8.30 There shall be no discrimination against any employee for utilization of the grievance procedure, for participation in Association activities, or for seeking assistance from the Association, except to the extent such activities interfere in the performance of the employee's assigned duties.
- 8.40 Employees have the right to work in an environment free from sexual harassment as defined by and under the provisions of applicable laws. An employee who has a complaint regarding sexual harassment may file that complaint with his or her supervisor or the District Compliance Officer in an attempt to resolve the complaint on an informal basis. This provision does not grant the employee the right to file a grievance regarding sexual harassment through the provisions of this Collective Bargaining Agreement. However, it does not prohibit the employee from exercising his or her rights in any other appropriate legal forum.

<b>9.00</b>	<b>MAINTENANCE OF STANDARDS</b>
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- 9.10 No employee covered by this Agreement shall suffer a loss of existing benefits or working conditions as a result of this Agreement, even though these benefits and conditions may not be specifically set forth herein.

<b>10.00</b>	<b>SUBCONTRACTING</b>
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- 10.10 For the duration of this Agreement, the duties and/or responsibilities normally assigned to employees shall not be transferred to any agency or individual so as to reduce or replace such duties and responsibilities.

<b>11.00</b>	<b>LENGTH OF WORK DAY</b>
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- 11.10 The work day for a full time employee shall be eight (8) hours, including two fifteen (15) minute relief periods, plus an unpaid one-half (1/2) hour duty-free lunch period. Part-time employees working five (5) hours or more shall be entitled to one fifteen (15) minute relief period, and an unpaid one-half (1/2) hour duty free lunch period as part of the work day. Part-time employees working three and one-half (3.5) hours or more shall be entitled to one fifteen (15) minute relief period as part of the paid working day. Where practicable, relief periods should be taken at regularly scheduled times. When staggered lunch periods are assigned, a corresponding staggered starting time and end of work day shall be arranged. An employee may request an extended lunch period to a full hour with corresponding extension of the work day.

11.10.1 High School Athletic Secretaries shall be assigned no fewer than a seven (7) hour work day in each building at the high school level.

11.10.2 Library Technicians shall be assigned as follows:

- At any elementary school with 650 or more enrolled students, the District shall assign a minimum of fifteen (15) hours of Library Technician support per week.
- At any elementary school with 500 to 649 enrolled students, the District shall assign a minimum of ten (10) hours of Library Technician support per week.
- At the middle and high school levels, the District shall assign a minimum of twenty (20) hours of Library Technician support per week.

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

- 11.30 The work week shall be Monday through Friday. Upon mutual agreement between the District and Association, exceptions to the normal work week can be implemented to allow a longer work day and corresponding time off where the work load allows this.
- 11.40 All assigned work day hours shall be continuous. If call-back is required, it will be paid as time and one-half.
- 11.50 **Overtime and Compensatory Time Communication** - The District will annually publish a memo to explain eligibility and clarify budget procedures related to overtime and compensatory time (see attached Appendix J). Once building and department level overtime allocations are exhausted, the district will continue to pay all additional approved overtime expenses as listed below. In such instances, and if necessary, the business office will contact and confirm the appropriate budget allocation with the supervisor.
- 11.60 **Overtime** - Overtime work is any work performed in a work week beyond a total of five (5) work days or forty (40) hours per week. Overtime shall be computed for each work week. The first eight (8) hours of overtime work shall be compensated at one and one-half (1-1/2) times the employee's regular pay. Overtime work in excess of eight (8) hours in any work week shall be compensated at double the employee's regular rate of pay. Overtime will be allowed for opening of school, registration, and closing of school at the end of the year within the allocation of hours in Article 11.80 below. In all other instances, any hours worked outside an employee's regular schedule must be approved in advance by the employee's supervisor.
- 11.70 **Compensatory Time** - By mutual agreement between the employee and supervisor, in lieu of overtime pay, compensation for additional work may be provided in the form of compensatory time. Both the accumulation and use of compensatory time must be documented on the employee's timesheet. Compensatory time must be provided during the same or immediately following pay period in which it is earned, or by mutual agreement, at a time convenient for the employee and supervisor. If the total number of hours worked for the week exceeds 40 hours, the compensatory time shall be earned at one and one-half (1 ½) hours for every extra hour worked beyond 40 hours during that work week.
- 11.80 **NEOPA Peak and Overtime Hours Provision** - Beginning in the 2026-2027 school year, the District shall allocate NEOPA peak hours/funds to be used as needed during the school year to meet peak load and special office personnel needs for NEOPA employees in the school buildings. The NEOPA peak hours provision may be used to pay a current NEOPA employee overtime or to provide extra temporary help to alleviate workload for NEOPA employees and perform NEOPA duties, including NEOPA work performed by non-bargaining unit employees. The specific formula for allocating NEOPA peak hours is as follows:

300 - 349 students	60 NEOPA peak hours
350 - 449 students	130 NEOPA peak hours
450 - 524 students	155 NEOPA peak hours
525 - 599 students	165 NEOPA peak hours
600 - 799 students	190 NEOPA peak hours
800 - 999 students	220 NEOPA peak hours
1000 - 1299 students	240 NEOPA peak hours
1300 - 1599 students	260 NEOPA peak hours
1600+ students	285 NEOPA peak hours

Allocations of NEOPA peak hours will be based on the October 1 student enrollment count. The District will distribute a reminder memorandum on NEOPA peak hours and explain the continuing rules on NEOPA employee eligibility and allocation amounts.

Each high school including Secondary Academy for Success and Innovation Lab High School, will be allocated an additional forty (40) hours of NEOPA peak time to assist with registrar duties. Beginning in the 2025-2026 school year, due to the transcript and record-keeping requirements at the Secondary Academy for Success, this program shall be allocated an additional 140 hours of NEOPA peak time.

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

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

11.90.1 When any of the preceding holidays fall on a weekend, weekdays following and/or preceding that weekend shall be designated as the day(s) of observance. Holidays which fall during a vacation leave shall not be counted as vacation days.

11.90.2 In order to receive holiday pay, NEOPA employees must work the day before or the day after a holiday (or day(s) of observance) OR be on paid leave the day before or the day after a holiday (or day(s) of observance).

11.100 **School Closure** - Nothing in this Agreement shall require the employer to keep offices or buildings open in the event of inclement weather, nor when otherwise prevented by a natural disaster. When schools are closed to students, due to the above conditions, employees, except employees with a 195-day calendar, shall not be required to report on site to their job assignments. At their own discretion, employees will be expected to work remotely, report to a different worksite or take appropriate leave including vacation leave, emergency leave, or may take leave without pay.

For employees with a 195-day calendar and when 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 then these employees will be required to work the additional days. If the state waives days due to emergency closures, the employees with a 195-day calendar 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.

11.110 After consulting with NEOPA leadership, the District will annually publish a memo to explain inclement weather procedures.

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

**12.00****REMOTE WORK**

- 12.10 Employees whose primary duties may be performed at work locations outside of the District may perform work without being physically present at a District facility through mutual agreement with the employee and their supervisor. Such approval will be reviewed on an annual basis. No employee may work remotely for more than 40% of their required work time during a workweek unless during a declared District emergency. In rare instances, remote work more than 40% of the workweek may be approved by the Human Resources Director assigned to work with NEOPA, in consultation with the employee's supervisor and Association leadership. Employees must continue to reside within the state of Washington while they have been given permission to work remotely. If mutual agreement cannot be reached, the NEOPA Labor Management team will review such requests.

**13.00****SPECIAL WORK LOAD PROVISIONS**

- 13.10 All Departments and school work sites will be encouraged to hold monthly meetings at a mutually agreeable time within the work day to allow employees an opportunity for input and for scheduling of work, to discuss work site concerns, report and plan for equipment needs and to be given information regarding upcoming events and informed of District and work site concerns. On an annual basis, principals and office managers will meet to discuss and publish building office hours.
- 13.20 Employees of this bargaining unit shall not be responsible for implementing or overseeing student discipline. In order to ensure that school offices remain a productive working environment, each school will have a plan to support the office staff when student behavior has a significant disruptive impact. Such plan shall include identification and priority of administrator support as well as other student behavior support options available for students in the office environment.
- 13.30 Each spring, as part of the process to determine the classified staffing allocation model and subsequent communication of the model to each school, the NEOPA labor management committee will meet to discuss the staffing levels and support needed in each building. The labor management committee will provide an opportunity for NEOPA to provide input on appropriate NEOPA staffing levels. The parties recognize that the final jurisdiction for staffing decisions remains with the Northshore School District.
- 13.40 Employees in this bargaining unit are not expected to regularly supervise students after the school day. In no case shall employees be required to walk students home. Building administrators will work with the school community to minimize the impact of students requiring unforeseen supervision after the student day. In circumstances that require students to remain in the office after the student day and employees are required to supervise such students beyond their normal work day, the employee will receive one hour of pay or actual time worked, whichever is greater.
- 13.50 Assistance with nursing duties: The parties agree that NEOPA employees are not health-care professionals, and as such, shall not be required to take on nursing duties.
- 13.50.1 Employees in this bargaining unit shall not be required to perform the following:
- a. Health-related testing of students, such as blood sugar levels or health screening, but may verify information when students self-test;
  - b. Inspection of students for lice, nits or other communicable illnesses;
  - c. Cleaning students or changing their clothes beyond routine hygiene practices;
  - d. Tracheotomy care and maintenance, catheterization, tube feed or other duties requiring a medical license;

- e. Perform testing or handle test materials that involve(s) collection of any bodily fluid;
- f. Monitor isolation rooms; or
- g. Immunization verification or record-keeping.

13.50.2 Employees may be required to perform the following, so long as they have been provided training by the district:

- a. Administration of medication or life-saving orders, as appropriate, with properly signed orders, after review and authorization by the nurse; and
- b. Administration of an EpiPen or other seizure response, as appropriate, provided they've been properly trained;
- c. Administration of routine first aid

13.60 The District will staff the Graphics Center with a minimum of one position: "Digital Press & Mail Center Technician." The position will be assigned eight-hours, work 260-days, and be classified at the Professional Technical I. The District will communicate annually in August to all District employees what the expectations are in regards to print and copy services.

<b>14.00</b>	<b>LENGTH OF WORK YEAR</b>
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14.10 Prior to finalization and/or publication of District calendar and work year calendar for each group, the District will seek input from NEOPA leadership in order to determine and address impacts on the bargaining unit. NEOPA reserves the right to demand to bargain the calendar.

14.20 The parties agree that the duties described in a job description for any position do not vary based on enrollment, and as such, each NEOPA position shall have a standard work year based on the duties required of the position. In order to move toward a standard work year for each NEOPA position, the parties agree to the work years for each of the positions found in Appendix B-1 and Appendix B-2.

14.30 NEOPA employees shall be assigned a work year based on their position, as noted in Appendices B-1 and B-2. A single calendar will be published for each of the work years listed in Appendix B-1 and B-2, which shall be the work year calendar for each of the positions listed as having that work year (e.g., 12 month/260-day work year, 11 month/239-day work year, 10.5 month/228-day work year, 10 month/217-day work year, and 9 month/195-day work year). Should any position not be referenced in Appendix B-1 or B-2, the parties agree to work together to finalize the work year of the position.

14.40 Any NEOPA position not identified in the work year Appendix B-1 and Appendix B-2 shall be reviewed by the reclassification committee, and a work year shall be assigned. If agreement is not reached by December 1, of each school year, the work year worked by a majority of those employees in the position effective September 1, of each school year shall be assigned, and the Work Year Appendix shall be amended accordingly. New NEOPA positions shall be assigned a work year by mutual agreement and added to the Work Year Appendix.

14.50 In addition, the reclassification committee shall annually review the appendices to assure all positions are included and appropriately titled: Appendix B - *Job Classifications*, Appendix B-1 - *Work Year Calendar for 12 month employees*, Appendix B-2 - *Work Year Calendar for 11.0, 10.5, 10.0, and 9 month employees*, and Appendix I - *Northshore School District NEOPA Classification Matrix*.

14.60 The Wednesday afternoon prior to the Thanksgiving holiday shall be considered non-work time, and school-based NEOPA represented employees shall be entitled to depart the building thirty

(30) minutes after student dismissal. Non-school-based NEOPA represented employees shall work four hours on the workday prior to Thanksgiving, and shall coordinate their shift with their supervisor to assure appropriate coverage. The portion of the day that is not worked on the day prior to the Thanksgiving holiday shall be considered a revision of the work year for purposes of assigning service credit and shall not result in any adverse impact to NEOPA employees' salary, retirement credit or benefits.

- 14.70 In the 2024-2025 and 2025-2026 school years, the work year of each NEOPA employee who works a calendar greater than 195 days shall be reduced by three (3) days from the work years listed in Appendix B-1 and B-2. The District and NEOPA will work together to identify the days to be reduced on each of the impacted work year calendars.

<b>15.00</b>	<b>ASSOCIATION AND EMPLOYEE RIGHTS</b>
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- 15.10 The Association shall have the right to use District buildings for meetings to transact Association business in accordance with District procedures.
- 15.20 The Association shall have the right to use intra-District mail services, email, internet access, bulletin boards, and employee mailboxes for communications with employees.
- 15.30 Association Representatives may visit the District's premises at times that will not conflict with the business of the District to meet with employees, to conduct Association business, or to pursue improved District-Association relations.
- 15.40 Association membership forms and related information provided by the Association will be included in all new hire packets.
- 15.50 The Association will be provided the opportunity to meet with new employees for a minimum of thirty (30) minutes of paid time during the contracting and/or orientation process. In the event an employee is hired after the initial contracting and orientation period, the District will provide the Association with an opportunity to meet with the new employee for a minimum of thirty (30) minutes. This access will occur during the new employee's regular work hours, at the employee's regular worksite or at a location mutually agreed upon by the District and the Association. If the district holds or co-sponsors a benefit fair, the Association will be given reasonable notice in advance of the date and will have the right to operate its own table or booth to provide information to participants throughout the duration of the event. On an annual basis, prior to the first new staff orientation of any school year, District and Association representatives shall meet to review and update the topics to be included in the orientation provided to new employees.
- 15.60 The district shall furnish the Association with data and information concerning the financial resources of the district, including, but not limited to, annual financial reports and audits, monthly updates of financial reports, agenda and minutes of all board meetings held in open session, and student enrollment data. Such information shall be provided via publication on the District website unless otherwise requested
- 15.70 The District shall provide notification to the Association of the hire of any new employee covered by this collective bargaining agreement within five (5) business days of the approval of the hire by the Human Resources administrator. Such notification shall include membership data, including the name, assignment, work site, work year/calendar, work hours, salary schedule placement, seniority, home address, work and home phone numbers, and home email address of each bargaining unit employee, so long as such information is provided to the District by the employee.

- 15.80 Upon request, the District shall provide the Association with a list of the names of any employee reassigned, or returning from leave within the previous month, and their contact information including the including the name, assignment, work site, work year/calendar, work hours, salary schedule placement, home address, work and home phone numbers, and home email address of each bargaining unit employee so long as such information is provided to the District by the employee. The district will also provide the names of any bargaining unit members who are on a leave of absence, and the anticipated duration of such a leave.
- 15.90 The District shall grant 120 hours of release time per school year to the Association for Association business as deemed appropriate by the Association President.
- 15.90.1 The District will pay the cost of the substitute when the use of the release time is to promote improved District-Association relations for such areas as development of in-service, meetings with employees or administrators, and planning of events which will benefit the bargaining unit members and when such activities are conducted within the District.
- 15.90.2 The Association will pay the cost of the substitute for up to fifteen (15) days when the use of release time is to attend meetings or training sessions held outside of the District. The Association President will notify the Director of Human Resources as soon as possible of the days to be used, but no later than two (2) school days prior to use.
- 15.90.3 Additional release time, if taken, will be paid by the Association.
- 15.100 Professional Leave for a member holding office in the Washington Education Association/National Education Association shall be granted with the Washington Education Association/National Education Association paying the cost of substitute pay and associated payroll costs. The number of days which can be utilized will be agreed to with the employee, the employee's supervisor, the Director of Human Resources and the Washington Education Association/National Education Association. Said employee will notify the Director of Human Resources and immediate supervisor as soon as possible of the days to be used, but no later than (3) three work days prior to use.
- 15.110 Additional release time for bargaining unit members will be granted to participate in negotiations without loss of pay when day sessions are scheduled, with up to four (4) substitutes per session paid by the District.
- 15.120 District committees established for the purpose of making decisions about purchases or processes that will impact NEOPA members' work, shall include a minimum of one NEOPA member, appointed by the NEOPA President or Co-Presidents. When any new district committee is formed, the District will make every effort to inform NEOPA leadership in a timely manner. Prior to the first meeting of the committee, the parties will determine in labor management if it warrants NEOPA representation as defined above. When NEOPA representation is deemed warranted and such committees meet outside the regular workday of the NEOPA employee, the employee will be provided the option to flex their hours or use compensatory time if compensation for committee work is not provided.
- 15.130 The District shall inform the Association when significant changes in District adoptions, programs, timelines, and initiatives (understood in the broadest way possible); or federal, state, or other mandates are under consideration or preliminary implementation plans are being made. Such communication will be presented in order to provide the Association with a timely opportunity to dialog and provide input regarding potential impact on NEOPA employees duties or workload, prior to any implementation decision(s). This topic shall be a standing agenda item at all NEOPA Labor Management meetings.

15.140 Staff will be informed annually about where security cameras are placed.

<b>16.00</b>	<b>DISTRICT RIGHTS</b>
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16.10 Except as otherwise specifically limited by the provisions of this Agreement, the District has the exclusive right to exercise all the rights or functions of management, including, but not limited to, the development, adoption, implementation, and enforcement of policies, rules, regulations and practices in furtherance of management rights or functions, and the use of judgment and discretion in connection with District rights.

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

<b>17.00</b>	<b>INITIAL PLACEMENT AND EVALUATION</b>
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17.10 All employees will be placed on the salary schedule based upon their experience and qualifications.

17.20 An employee's performance shall be evaluated at least once annually, using the form attached as Appendix F-1. The supervisor shall review the employee's evaluation with the employee and shall afford the employee an opportunity to comment on the evaluation. The employee shall sign the evaluation to testify only that it was shown to them. Within 15 calendar days of receipt of the evaluation, the employee may submit written comments, which along with the signed original of the evaluation, shall be placed in the employee's personnel file. No other versions of the evaluation shall be kept by the District.

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

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

<b>18.00</b>	<b>DISCIPLINARY ACTION</b>
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18.10 No employee shall be disciplined (including warnings, reprimands, suspensions, reductions in rank or professional advantage, discharges, non-renewals, terminations or other actions that would adversely affect the employee) without cause. Any such discipline, including adverse evaluation of employee performance, shall be subject to the grievance procedure hereinafter set forth including arbitration. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing.

18.20 An employee shall be entitled to have present a representative of the Association during any disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. Further, in the event a disciplinary action is to be taken, the employee will be advised of the right to representation under this provision of the Agreement prior to the action being taken.

18.30 The District agrees to follow a policy of progressive discipline which minimally includes verbal warning, reprimand, and suspension without pay, with termination as a final and last resort. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action. No employee shall be suspended without pay or terminated until the

District has concluded a full investigation of the allegations against the employee and has provided the employee with an opportunity to respond.

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

<b>19.00</b>	<b>NEW EMPLOYEE PROBATION</b>
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- 19.10 A probationary period for all new employees of ninety (90) work days will be required.
- 19.20 Termination procedures and grievances regarding termination are not applicable to new employees during their probationary period.

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

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

<b>20.00</b>	<b>ON THE JOB PROBATION</b>
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- 20.10 Employees whose services are unsatisfactory may be placed on probation for a period not to exceed six (6) months and not to be less than forty-five (45) days. Such probationary status shall be for specified written reasons, based upon evaluation criteria and job description, recorded and made available to the employee and shall be subject to the grievance procedure. Specific goals, criteria for improvement and reasonable timelines for improvement will be given to the employee in writing. Meetings will be held by the supervisor every two (2) weeks to review the probationary status and note improvements or continued deficiencies.
- 20.20 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 procedure. Termination notice of fifteen (15) calendar days will be provided to the employee with a statement of specific causes for termination.
- 20.30 The Association will be notified when an employee is to be placed on probationary status. At the employee's option, an Association representative may be present at all meetings regarding the probation.

<b>21.00</b>	<b>EMPLOYEE PROTECTION</b>
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- 21.10 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 the employee's employment or under the direction of the District.
- 21.20 The District shall, through District insurance programs, reimburse employees for replacement of clothing or personal property damaged, destroyed, or stolen while employees are engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof, provided that the employee has registered such personal property with the

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

<b>22.00</b>	<b>PROMOTION/TRANSFER/REASSIGNMENT</b>
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22.10 The District shall, in making assignments, consider the interests and aspirations of its employees as well as the needs of the District. Requests by employees to transfer to a different position or building shall be made in writing to the Human Resources Office. The request shall set forth the reasons for transfer, the school and position.

22.20 **Vacancy** - A vacancy shall be defined, for the purpose of this Agreement, as a position vacated and available through resignation, termination, retirement or created by the opening of a new school building or a newly created position. All vacant positions will be posted online, sent to employees by email, and shall include the most current job description for the vacant position. The job description for each position shall be standardized, and changes shall only be approved by Human Resources after the approval and input process described in Article 49.10 has taken place.

22.20.1 The District agrees to promote, transfer, or reassign an employee who has applied for a position at their request, rather than hire a new employee where the applicant's qualifications are equivalent.

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

22.20.3 Seniority shall prevail among employees applying where qualifications are equal.

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

22.20.5 In recognition of Article 2.10 of the Agreement that acknowledges the office administration duties of the positions within this unit, the District agrees that NEOPA employees may apply for and will be considered for NNRAP positions, and that the five (5) most senior NEOPA applicants for the position who meet the minimum qualification for that position shall be interviewed. Nothing shall preclude the District from interviewing additional NEOPA bargaining unit employees.

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

22.30.1 Within ten (10) working days of the closing date of the position, the Human Resources Office will schedule an interview between the supervisor and all minimally qualified applicants from the bargaining unit. All interview teams for NEOPA bargaining unit positions shall include a NEOPA employee, with reasonable effort to include an employee with the same or similar job description.

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

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

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

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

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

22.50 **Reassignment** - In the event that the District considers a change of assignment for an employee due to a change in program, student enrollment, or building staff needs, the employee shall be notified in writing at least thirty (30) days prior to the proposed transfer/reassignment provided that this thirty (30) day notice may be waived following consultation with the Association and the employee. The District will seek voluntary reassignment prior to implementing involuntary reassignment. When there are no volunteers for reassignment, the District shall reassign using seniority as a major consideration.

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

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

<b>23.00</b>	<b>REDUCTION IN THE WORK FORCE</b>
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23.10 **Conditions Necessary for Layoff**

- A) The District has the legal responsibility to establish the educational program, services, and staff in accordance with the District's basic educational goals and program continuity and consistent with the financial resources available;
- B) No employee shall be laid off as a result of special levy failure prior to the end of the contract year;
- C) Every effort will be made to allow a reduction in the work force to occur through normal attrition which will include resignation, termination and retirement;
- D) An employee who is laid off will be paid for accumulated vacation time as provided under contract provisions for Vacation Leave.

23.20 **Staff Adjustment Guidelines Following Layoff**

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

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

1. District-wide seniority as determined by the employee's initial hire date into a permanent position with the District.
2. In the case of a seniority tie as defined above, the employee placed on the salary schedule cell at the highest level of pay shall prevail.
3. After applying the above provisions, if there is still an equal seniority rank between two employees, the determination shall be made by the flip of a coin, with the employee whose alphabetized last name falls latest in the alphabet assigned "heads". The employee whose side of the coin falls upward shall prevail. Should more than two employees be affected, there shall be a drawing by lot, with the lots being drawn in alphabetical order, and the longest lot prevailing. In either case, a coin toss or drawing by lot, the Association and all affected employees shall be notified in writing of the date, place and time of the coin toss, which shall be conducted openly and at a time and place which will allow affected employees and an Association representative to attend. Employees who choose not to attend may appoint a proxy or one will be assigned for them

- B) An employee's seniority shall be lost for the following reasons and should the employee be re-hired, they shall commence their accumulation of seniority from their most recent rehire date:

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

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

1. Time spent on layoff status as provided in this Agreement.
2. Resignation, retirement or conclusion of temporary assignment of at least six months, if rehired within 12 months of the separation date.

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

1. Time lost by reason of paid industrial injury leave.
2. Time lost by reason of jury duty.
3. Time lost for the purpose of serving in the Armed Forces of the United States.
4. Time spent on a leave of absence, paid or unpaid.

- E) Seniority lists shall be established for all employees each year with two copies, one listed in seniority order and another listed in alphabetical order, given to the Association and provided to all employees no later than December 1<sup>st</sup> annually. The seniority list shall include employees' job title in alignment with Appendix B. Employees shall have ten (10) business days from the publication of the list to provide any corrections, in writing, to the District. The final updated seniority lists shall be provided to the Association no later than January 15<sup>th</sup>.

- F) The District shall determine the number of employees to be laid off and shall do so in reverse seniority order.
- G) The District shall have the discretion to protect up to five (5) positions for program continuity outside the seniority process. Upon request by the Association, the District will provide the basis for the selection of five positions.

23.30 **Assignment and Transfer of Retained Employees**

- A) After the number of necessary staff adjustments have been determined, the District shall:
  - 1) Examine the reduced needs of the educational program and services of the District and determine which positions and services shall be retained, and which positions and services shall be eliminated. Accordingly, the District may reassign the retained employees in order to support those positions and services they have chosen to retain;
  - 2) Assign retained employees on the basis of seniority, with the least senior as defined above, subject to potential reassignment first, as follows:
    - a. An employee whose position has been eliminated may be reassigned to a vacant position in the same classification level as described on Appendix B, provided the employee possesses the skills and qualifications necessary to perform the duties of the position as stated in the job description for the position. All reasonable efforts will be made to reassign the employee before initiating the bumping process.
    - b. Should no such vacancy exist, the employee may bump a less senior employee pursuant to the following guidelines:
      - i. If the employee occupies a job classification with multiple incumbents, the employee may bump the least senior employee with the same job title. The bumped employee may bump the least senior employee in the same classification provided the employee possesses the skills and qualifications necessary to perform the duties of the position as stated in the job description for the position.
      - ii. If the employee occupies a job title where they are the only incumbent, they may bump the least senior employee in the same classification level whose assigned hours and work year are within 25% of the bumping employee's assigned hours and work year, provided the employee possesses the skills and qualifications necessary to perform the duties of the position as stated in the job description for the position. The bumped employee may bump the least senior employee in the same classification level provided the employee possesses the skills and qualifications necessary to perform the duties of the position as stated in the job description for the position.
    - c. If an employee chooses not to exercise their bumping rights and no vacancy exists at the same wage level, the employee may be reassigned to a vacant position in a lower pay classification, provided the employee possesses the skills and qualifications necessary to perform the duties of

the position as stated in the job description for the position. In this instance, the employee shall receive the same wage rate for a period of one (1) year following such reassignment.

- d. This Article is deemed to be consistent with the reassignment provisions contained in Article 22.50.
  - e. The question of qualification shall be determined by the District based on the job description for the position in question.
- 3) Employees who are assigned outside their current job classification as a result of layoff shall be provided necessary retraining and orientation to the new assignment without cost to the employee.

23.40 **Provisions for Re-Employment of Terminated Employees from the Recall Pool**

- A) The District shall identify positions for recall of terminated employees. A recall pool shall be created from which all terminated employees will be recalled, prior to any external hire. Those employees having the greatest seniority will receive first right to return for positions for which they are qualified or can be trained;
  - B) Terminated/laid off employees, shall remain in the recall pool as listed below or until they notify the Director of Human Resources they are no longer available.
- 23.50 Accumulated sick leave and seniority accrued at the time of termination shall be retained for those employees in the recall pool.
- 23.60 Employees on layoff status may continue to participate in insurance programs as allowed by the insurance carrier and as provided for under COBRA provisions and SEBB, when the premiums are paid by the employee.
- 23.70 A laid-off employee shall, upon application, and at their option, be granted priority status on the substitute list according to their seniority.
- 23.80 Notices of recall will be sent by email and the employee will also receive notice by phone. 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 an email address and phone number for contact purposes. A recalled employee shall be given three (3) working days from the date the email was sent to respond to the offer and fifteen (15) calendar days from the time the notice is emailed 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.
- 23.90 Employees recalled to work for which they are qualified or can be trained, are obligated to take said work. An employee who declines recall to perform said work shall forfeit their seniority rights for recall. If the position to which the employee is recalled to work is at a lower classification, the employee shall receive the same wage rate for a period of one (1) year following such recall.
- 23.100 The District shall maintain the recall pool for two full school years 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, after the final year of recall eligibility, the employee will be removed from the recall pool.

<b>24.00</b>	<b>PERSONNEL FILES</b>
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- 24.10 An employee shall upon request have the right to inspect the contents of the complete personnel file(s) kept within the District and to attach 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, no other additional files or duplicate files shall be kept.
- 24.20 At the employee's request, a witness may be present during a review of the employee's personnel file.
- 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.
- 24.40 The employee shall have the opportunity to attach comments to any derogatory reference prior to its placement in the employee's personnel file. The employee may request that any derogatory reference be removed from the personnel file at the end of one year of its inclusion.

<b>25.00</b>	<b>LETTERS OF EMPLOYMENT AND NOTIFICATION</b>
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- 25.10 Each new employee shall be given a copy of their hiring-in personnel action containing the following information:
- A. Employee's name;
  - B. Salary placement on the Salary Schedule;
  - C. Authorized work year;
  - D. Number of hours authorized per day;
  - E. Work location.
- 25.20 Letters of notification regarding continued employment for the ensuing school year shall be sent to each employee. The District will notify employees as to their status prior to the end of the school or fiscal year, whichever is first. Employees whose hours or length of work year are changing shall be notified of such change by June 30 of the fiscal year preceding the change.
- 25.30 Employees who are reclassified or promoted to a higher salary classification shall be provided written notification of their placement on the Salary Schedule and their new annual salary.

<b>26.00</b>	<b>OFFICE PROFESSIONAL ABSENCE</b>
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- 26.10 An employee anticipating a planned absence from duties shall notify their supervisor as soon as practicable.
- 26.20 Employees anticipating absence for more than one (1) day shall, if able, notify their building supervisor daily.
- 26.30 A substitute shall be provided by the District when an employee is to be absent from their regular duties and the building supervisor and Director of Human Resources decide it is appropriate.

<b>27.00</b>	<b>RESIGNATION AND TERMINATION</b>
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- 27.10 Employees who are terminating from District employment shall submit to the Human Resources Office fifteen (15) calendar days written notice of resignation, unless otherwise mutually agreed, stating the last day of employment. A copy of the notice shall be provided to the immediate supervisor. Failure to give said notice of resignation may result in forfeiture of vacation leave.
- 27.20 Except in cases of proven misconduct, the District shall provide employees thirty (30) calendar days written notice of termination. Such notice shall state the specific cause(s) of termination.
- 27.30 An employee's seniority shall not be lost but shall be adjusted for resignation or retirement if the employee is rehired within 12 months of the separation date.

<b>28.00</b>	<b>RETIREMENT</b>
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- 28.10 Retirement provisions and benefits for members of this bargaining unit are determined by the State Legislature and administered by the Public Employees Retirement System.

<b>29.00</b>	<b>EMPLOYEE FACILITIES</b>
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- 29.10 The District shall provide furnished faculty lounges, dining areas which may incorporate faculty lounges, restrooms, appropriate office furniture, and parking space for employees. The District and the Association recognize the need to provide a working environment supportive of accurate completion of tasks which demand minimal interruption to achieve accurate and timely completion, and the District will provide such a workspace. It is important that NEOPA employees have meaningful input in workplace location and design decisions in order to ascertain how to best support accurate and timely task completion. Accordingly, prior to assigning or reassigning an employee to a workspace, or substantively changing their working environment, the employee(s) shall be consulted. Principals and/or supervisors will work together with office staff to determine occasional alternative onsite work locations, when available, to assist with completing office tasks that cannot be completed at an employee's normal workstation.
- 29.20 Employees may be issued keys consistent with security needs as determined by the District and/or the building principal or supervisor.
- 29.30 Employees shall have adequate heat, light, water, and air to perform their duties effectively.
- 29.40 It is the intent of the District to provide functional workstations for employees to perform their duties effectively. Each employee's work station will be equipped with a desktop or a laptop, at the employee's option. It is the responsibility of the employee's supervisor and school/department in which the employee works to ensure employees have standard equipment appropriate to their job. If a NEOPA employee is experiencing physical discomfort at their work station, the employee needs to file a request for an ergonomic assessment with the Human Resources Director to arrange for a site visit for an ergonomic assessment. A trained District employee will conduct the assessment and share the results with the employee, the employee's supervisor, and the Director of Human Resources. If the Human Resources Director determines that modifications to the employee's workstation are required to correct an ergonomic problem, the purchase of necessary equipment shall be authorized from District funds. Examples of equipment that may be purchased are an ergonomic chair, wrist guard, monitor stand, headset, ergonomic keyboard, ergonomic mouse, and other similar equipment.

<b>30.00</b>	<b>VACATION LEAVE</b>
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30.10 Employees will be provided vacation as follows:

30.10.1 Vacation days will be frontloaded as of September 1<sup>st</sup> of each year for eligible employees working more than 195 days.

30.10.2 Vacation will be pro-rated by the length of the work year and the work day for employees working less than full-time. Employees who are hired after the year commences, shall receive a pro-rata of the vacation leave noted below, based on their hire date. The following September 1<sup>st</sup>, the employee shall be granted a year of service for the purposes of vacation eligibility so long as they have been paid (worked or taken paid leave) a minimum of 90 workdays. Any prorated adjustment necessitated by an early employment departure shall be made in the final pay warrant owed to the individual.

<b>Contracted Work Days</b>	<b>Vacation Hours Earned/Years of Service</b>			
	<i>0 – 2 years</i>	<i>3 – 6 years</i>	<i>7 – 10 years</i>	<i>11+ years</i>
217	80 hrs	113.25 hrs	146.75 hrs	160 hrs
228	84 hrs	119.00 hrs	154.00 hrs	168 hrs
239	88 hrs	124.75 hrs	161.25 hrs	176 hrs
260	96 hrs	136.00 hrs	176.00 hrs	192 hrs

**NOTE:** The hours earned above are based on an 8-hour work day.

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

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

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

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

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

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

<b>31.00 LEAVE OF ABSENCE</b>
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- 31.10 An employee may, upon written request, be granted a leave of absence for a period of up to one year without pay provided the employee has completed one or more cumulative years of service. Each employee desiring a leave of absence shall apply to the Human Resources Director on or before the anticipated starting date of the leave. Upon receiving application, the Human Resources Director shall consult with the applying employee and the supervisor concerning the leave. The Human Resources Director shall determine whether to grant the leave based upon all the facts, the welfare of the employee, and the welfare of the District. Upon request, the Human Resources Director may grant an additional leave of absence of up to one additional year.
- 31.20 An employee may apply for a leave of absence without pay for any reason. At the expiration of the leave, the employee shall return to work with the same rate of pay and benefits.
- 31.30 Employees may continue their insurance benefits according to the SEBB regulations.
- 31.40 An absence of short duration without pay, not to exceed ten (10) days, may be requested, and granted at the discretion of the employee's supervisor in consultation with the Human Resources Director.
- 31.50 Employees earn seniority credit while on leave, including unpaid leave, as referenced in Section 23.20.

<b>32.00 CITIZEN RESPONSIBILITY LEAVE</b>
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- 32.10 **Jury Duty Leave** - Each employee shall be granted leave for subpoenaed court appearance or jury duty at full pay. The employee shall notify the Human Resources Office when notification to serve is received. Any compensation received for this duty shall be retained by the employee to cover expenses.
- 32.20 **Public Service Leave** - The District shall grant leave without pay to any employee who has been elected to a local, state, or national governmental office. Upon return to the District, the employee shall be assigned the same position. In the event such notice is not given or that the employee's position has been eliminated, the employee shall be returned to a position of like nature and status. The employee shall retain all seniority but shall not accrue benefits and salary increments.

<b>33.00 ILLNESS, INJURY, AND EMERGENCY LEAVE (SICK LEAVE)</b>
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- 33.10 Each employee of the District shall accumulate and may utilize illness, injury and emergency leave according to the following provisions:
- 33.20 At the beginning of each work year, each employee will be credited with twelve (12) days of illness, injury or emergency leave, which will accumulate from year to year up to a maximum of one hundred eighty (180) days and such accumulated leave may be taken at any time during the school year.
- 33.30 The District shall credit to the employee all unused illness, injury and emergency leave earned during the employee's service with other Washington State School Districts or any Washington Educational Service Districts.

- 33.40 The District may require an employee using illness or injury leave to provide the District with a physician's certificate or with a notarized statement executed by the employee attesting that such leave was taken for appropriate reasons as defined by this collective bargaining agreement or state law. Failure to provide the District with said certificate or statement may result in a salary deduction.
- 33.50 In addition to use in cases of the employee's personal illness or injury, accumulated days of illness, injury and emergency leave may be used for one or more of the following purposes:
- A) Illness, injury or care of persons in the employee's family or household as defined in RCW 49.46.210;
  - B) Court appearance or hearing in which the employee is an individually named party;
  - C) Birth of an employee's child;
  - D) Adoption or permanent custody of a child;
  - E) Additional bereavement leave;
  - F) Disaster created by forces of nature having serious effects on an employee's property, health or human safety.
- 33.60 Emergency leave days not used shall accumulate annually with illness and injury leave days for each employee.
- 33.70 Illness, injury and emergency leave days shall be allotted on a pro rata basis for employees entering service during the school year.
- 33.80 Misuse of illness, injury or emergency leave by an employee shall constitute probable cause for disciplinary action.
- 33.90 Provisions for payment of unused illness, injury and emergency leave are found in Appendix E, Attendance Incentive Program.

<b>34.00 LEAVE SHARING</b>
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- 34.10 The District shall administer a leave sharing program which shall permits employees to donate or receive donations of annual sick leave (illness, injury, or emergency) to or from any fellow employee under the provisions contained in Appendix G set forth in this Agreement.
- 34.20 Upon the request of an employee who is approved for shared leave donations, the district will notify other employees across the district, regardless of bargaining unit or affiliation, of the initial request for leave donations. Upon the request of an employee, the District will issue a second announcement regarding the leave request. Individual employees may also solicit leave donations.

<b>35.00 FAMILY AND MEDICAL LEAVE ACT (FMLA)</b>
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- 35.10 An employee is entitled to twelve (12) work weeks of family and medical leave during any twelve (12) month period (July 1-June 30). An eligible employee is anyone who was employed by the Northshore School District for a total of 52 weeks for at least 1250 hours of service during the previous 52 weeks. Contracted breaks that fall within an employee's FMLA leave, do not count toward the employee's FMLA entitlement.
- 35.20 The family and medical leave may be taken for the reasons outlined in Board Policy 5404.

35.30 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.

35.40 "Child" is defined as a biological, adopted, or foster child, a stepchild, a legal ward who is under 18 years of age or incapable of self-care due to a mental or physical disability. A "serious health condition" is one caused by illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.

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

35.50 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.

35.60 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.

35.70 An employee who plans to take family and medical leave must provide the District with written notice at least thirty (30) days in advance, unless the family and medical leave is not foreseeable, in which case the employee must notify the District of the expected leave as soon as possible.

District approval is required for family and medical leave taken on an intermittent basis (such as working a reduced work week) for the purpose of birth or because of the placement for adoption or foster care. Family and medical leave, to care for a seriously ill family member or because of the employee's own serious health condition, may be taken whenever medically necessary. If an employee requests intermittent leave to care for a seriously ill family member or for the employee's own serious health condition, and the need for leave is foreseeable based on planned medical treatment, the District may temporarily transfer the employee to an available alternative position with equivalent pay and benefits if the employee is qualified for the position and it better accommodates recurring periods of leave than the employee's regular job.

35.80 Upon returning from family and medical leave, the employee is entitled to be returned to the same position the employee previously held or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

35.90 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.

35.100 If an employee fails to return to work within three (3) days after the date on which the employee 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 their 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.

<b>36.00</b>	<b>PAID FAMILY AND MEDICAL LEAVE (PFML)</b>
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36.10 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. Any paid leave used concurrently with PFML will be considered a supplemental benefit under the terms of PFML. Such paid leave shall be used in full day increments. The District shall pay the statutory employer wage premium and the employee shall pay the statutory 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. The District shall maintain health insurance benefits consistent with SEBB regulations and Article 54.0 of the collective bargaining agreement during the period of approved PFML leave.

<b>37.00</b>	<b>PERSONAL LEAVE</b>
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37.10 The District shall grant each employee two (2) days of personal leave with pay.

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

37.30 An employee desiring personal leave immediate to a vacation or holiday period shall seek approval from the employee's immediate supervisor.

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

37.50 Personal leave shall be cumulative up to a total of eight (8) days.

37.60 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.

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

37.80 For eligible employees electing monetary compensation, the personal leave balance as of June 30 or a lesser amount of the balance if indicated by the employee shall be converted to monetary compensation at the amount of twenty-five percent (25%) of the employee's current per diem rate of pay.

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

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

37.110 PERS Plan I members are not eligible for personal leave monetary compensation for personal leave earned during the last years of service. If an employee retiring under PERS Plan I receives personal leave monetary compensation for personal leave earned during the last years of service used to calculate retirement, the District shall deduct the amount from the employee's final warrant.

37.120 The estate of an eligible deceased employee shall receive monetary compensation for unused personal leave at the rate of twenty-five percent (25%) of the deceased employee's current per diem rate of pay, consistent with Article 37.80 above.

<b>38.00</b>	<b>TEMPORARY DISABILITY LEAVE</b>
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38.10 The District shall grant to an employee who for medical reasons (physical or mental) cannot perform their duties, a temporary disability leave with or without pay under the following provisions:

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

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

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

<b>39.00</b>	<b>BEREAVEMENT LEAVE</b>
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39.10 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:

39.20 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.

39.30 Bereavement leave may be extended using other leave provisions upon appropriate approval from the Director of Human Resources.

<b>40.00</b>	<b>CHILDBIRTH/CHILD CARE/ADOPTION LEAVE</b>
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40.10 Employees shall be granted leave without pay for purposes of childbirth and/or child care according to the following provisions:

40.10.1 An employee requesting leave for childbirth shall give written notice to the Director of Human Resources no later than thirty (30) days prior to the expected date of birth, adoption or permanent custody. The written request for such leave shall include: (1) the anticipated date of birth, (2) the estimated date that sick leave is to begin and (3) the estimated date leave is to be begin. In emergent situations, this provision will be waived.

40.10.2 Illness, injury and emergency leave shall be granted up to the employee's accumulated leave allowance. Such leave shall extend no more than forty (40) work days following childbirth unless the employee's physician certifies that the employee is unable to

perform her normal duties as an employee. Child care leave shall commence following such sick leave or earlier at the employee's discretion but shall not occur simultaneously.

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

40.20 An employee granted any of the above leaves who desires to return to duty during the period of leave may return if the employee, the employee's immediate supervisor, and the Director of Human Resources mutually agree.

40.30 During any of the above leaves, the employee shall accrue seniority, salary experience increment, or other credits only to the extent such are affected by sick leave.

40.40 Insurance eligibility and benefits may be continued at the employee's option and at the employee's own expense where consistent with provisions of COBRA and SEBB.

40.50 Breaks for Lactation/Expression of Milk: The District shall provide reasonable break time for an employee to express breast milk for a nursing child and the employee will be provided a location that is private and has access to electricity, other than a bathroom, in accordance with state and federal law.

<b>41.00</b>	<b>PARENTAL/GUARDIAN LEAVE FOR THE CARE OF A CHILD</b>
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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 40 (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.

<b>42.00</b>	<b>SUBSTITUTE SICK LEAVE</b>
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42.10 In alignment with RCW 49.46.210, substitutes shall accrue one (1) hour of sick leave for every forty (40) hours worked and shall have the ability to use leave in one (1) hour increments consistent with the District's normal payroll practices.

42.20 Leave usage may commence beginning on the 90th calendar day after their first workday in the District.

42.30 Substitute employees are entitled to use accrued sick leave in the same manner as regular employees. Leave days shall be available to be used for the purposes of caring for their health needs or the health needs of their family members. In addition, the leave may be used if the employee's child's school or place of care has been closed for any health-related reason.

42.40 Substitutes shall be able to track leave accumulation and access sick leave using Employee Access. All substitutes shall be provided information in a substitute orientation, as referenced in Section 22.6, about the accumulation of sick leave as well as how to appropriately use and track leaves.

- 42.50 A maximum of 40 hours of unused leave may be carried over from one school year to the next.
- 42.60 In cases when a substitute separates from employment and is rehired within 12 months, unused leave shall be reinstated.

<b>43.00</b>	<b>PAY PERIOD</b>
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- 43.10 Employees shall receive their wages in twelve (12) equal monthly installments to be paid no later than the first working day of each month. For individuals hired after the beginning of the work year, the corrected wages shall be paid pro rata for the remaining payments for that work year.
- 43.20 Employees shall participate in the direct deposit program and will designate the participating financial institution(s) to which their pay shall be transmitted. Under extenuating circumstances, as determined by the Human Resources Director, employees may be issued a monthly pay warrant rather than being on direct deposit.

<b>44.00</b>	<b>TRAVEL ALLOWANCE AND STIPENDS FOR ADDITIONAL WORK</b>
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- 44.10 Employees shall receive mileage reimbursement for travel to and from professional meetings and travel otherwise required in the completion of the employee's job duties, in accordance with District policy and procedure. A central District account has been established for this purpose and will be communicated to NEOPA members annually. Requests for reimbursement shall be submitted in accordance with District policy and procedure. Employees will be reimbursed for all work-related mileage.
- 44.20 Office Managers, or other NEOPA employees designated as the alternates for Office Managers, shall be eligible for payment of a stipend for construction or remodeling projects exceeding a \$500,000 threshold. The stipend shall be paid as follows:  
When an Office Manager, or an alternate NEOPA employee, is designated in writing as part of the Core Design Team during the planning and design of a school construction project and participates in related meetings, the designated employee shall receive \$125.00 per month during the planning and design phase.  
  
During the construction phase of such school construction or remodeling project, the Office Manager shall receive \$125.00 per month for the period starting with the approval of the Notice to Proceed to sixty (60) days following the Notice of Substantial Completion. Such amounts shall be paid from Capital Funds.
- 44.30 Should any NEOPA employee be assigned to perform duties or activities funded by the District, e.g., those duties on the "Northshore School District Approved Activity List," the full funded amount for those duties or activities will be paid to that employee provided that employee documents hours working for that purpose on a timesheet in a manner that is consistent with Section 11.60 - Overtime. Employees may agree to split stipends, and/or building administrators may increase stipends using other funding sources.

<b>45.00</b>	<b>SALARY</b>
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- 45.10 Employees shall be paid according to the salary schedules in Appendix A and A-1, which shall be updated annually to incorporate any negotiated changes. The updated Appendix A and A-1 shall be approved by the parties and posted online.

- 45.20 Employees of this bargaining unit are eligible to apply for supplemental assignments. Employees hired for this work will be paid at their hourly rate of pay, unless the coaching rate of pay is higher.
- 45.30 It is agreed by the District and Association that for the duration of this Agreement, experience and Professional Standard increments will be granted on the current salary schedule.
- 45.40 Salary Schedule Placement and Advancement
- 45.40.1 After being hired, an employee must have been paid (worked or taken paid leave) a minimum of 90 workdays to receive service credit and/or advance on the salary schedule on the subsequent September 1<sup>st</sup>. In each year an employee advances on the salary schedule, such advancement shall take place on September 1<sup>st</sup>.
- 45.40.2 Upon hire, employees who have prior experience in another school district(s) shall be granted salary experience credit for their service and placed on the salary schedule accordingly. After being hired, such employees shall accumulate salary credit on an annual basis, and shall advance through salary steps 1-5, 10, 12 and 15 when entering each of the corresponding steps.
- 45.40.3 In order to attract qualified employees, those who do not have experience in another school district shall be granted up to five (5) years of salary experience credit on the salary schedule.
- 45.40.3.1 Salary Steps 1-5 shall be considered experience steps for employees without school district experience.
- 45.40.3.2 Salary Steps 10, 12 and 15 shall be considered longevity steps for employees without school district experience.
- 45.40.3.3 Employees without school district experience shall be eligible to advance to Step 10, Step 12, and Step 15 when entering their 10th, 12th or 15th year of employment in the bargaining unit.
- 45.40.4 Employees shall be notified of salary schedule placement when an offer of employment is made.
- 45.50 The District shall increase the rates in Appendix A and A-1, and the PSP by the percentage enacted by the Washington State Legislature for the state-funded inflationary adjustment defined in RCW 28A.400.205.
- For the 2024-2025 and 2025-2026 school years, the rates in Appendix A and A-1 and the PSP, shall be increased by the state funded implicit price deflator (IPD).
- 45.60 Increments will continue to be funded out of local Northshore School District funds.
- 45.70 Temporary employees and long-term substitutes shall be paid per the salary schedule on the 45<sup>th</sup> consecutive work day in the same assignment.
- 45.80 The substitute rate of pay shall be Level D, Step 1. A NEOPA employee with ten (10) or more years of experience who resigns or retires and is rehired as a substitute within three (3) years of separation shall be paid at Level G, Step 1. In such instances that a current school employee is hired to fulfill a NEOPA substitute position, that employee will be paid his or her regular rate of pay, or Level D – Step 1, whichever is higher.

45.90 Work Outside of Classification. Current employees temporarily assigned to work in a higher level bargaining unit position for a day or more will be paid at the corresponding higher rate of pay when working in such an assignment. A “day” shall be considered the full workday of the higher level position. When a NEOPA employee is assigned to work in a higher level non-bargaining unit position, the Association and District will meet and discuss the situation, upon request by either party.

45.100 "Per diem" as set forth in Articles 30.30 and 37.90 shall be determined by dividing the annual rate of pay for permanent employees by the actual number of days worked during the work year, excluding paid holidays, paid vacation days and personal leave days.

<b>46.00</b>	<b>PROFESSIONAL STANDARDS PROGRAM</b>
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46.10 The District recognizes the Professional Standards Certificate as issued by the National Association of Educational Office Professionals with the following provisions beyond the salary schedule.

	<u><b>2024-2025</b></u>	<u><b>2025-2026 Draft</b></u>
Associate of Arts in Business Education	\$1,116	\$1,116*
Bachelor of Arts or other College Degree	\$1,116	\$1,116*
Basic Standards Certificate (NAEOP)	\$1,116	\$1,116*
Associate Professional (NAEOP)	\$1,311	\$1,311*
	<u><b>2024-2025</b></u>	<u><b>2025-2026 Draft</b></u>
Advanced I (NAEOP)	\$1,449	\$1,449*
Advanced II (NAEOP)	\$1,607	\$1,607*
Advanced III (NAEOP)	\$1,783	\$1,783*
Professional Bachelor’s Degree (NAEOP)	\$1,971	\$1,971*
Professional Master’s Degree (NAEOP)	\$2,055	\$2,055*

*\* In compliance with article 45.50, dollar amounts will be increased during the 2025-2026 when the IPD value is known.*

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

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

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

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

**47.00 WORKERS' COMPENSATION**

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

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

**48.00 UNEMPLOYMENT COMPENSATION**

48.10 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.

**49.00 POSITION REVIEW AND RECLASSIFICATION**

49.10 **Job Descriptions** - Each NEOPA position shall be noted on Appendix B – Job Classifications and classified on Appendix I – Northshore School District NEOPA Classification Matrix. In addition, each NEOPA position shall be described in a job description, developed by a Director of Human Resources, and shall not vary by job site. All job descriptions shall be reviewed and potentially updated, at a minimum, every five years. To provide input and final approval to a new or revised job description and assure alignment with the Classification Matrix, the District will provide the Association with ten (10) working days from the date the job description was provided to the Association president(s) and UniServ Director. The District will consider any input provided within the ten (10) working days or another mutually agreeable timeframe. Any position which has a new or revised job description shall be incorporated in an annual update of the Classification Matrix and Appendix I.

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

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

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

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

- A) Human Resources Administrator;

- B) Three District Administrative Appointees;
- C) NEOPA President and three Association Appointees.

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

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

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

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

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

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

49.90 The Panel’s decision on the request shall be final.

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

49.110 The parties agree for the 2024-2025 and 2025-2026 school years to suspend job reclassifications in accordance with Section 49.20-49.100.

<b>50.00</b>	<b>ATTENDANCE INCENTIVE PROGRAM</b>
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50.10 Employees shall receive compensation for eligible accumulated illness, injury and emergency leave as an employee attendance incentive program in accordance with the conditions in Appendix E set forth in this Agreement.

<b>51.00</b>	<b>ADOPTION OF NEW TECHNOLOGY OR INFORMATION SYSTEMS</b>
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51.10 There will be times when the District will adopt new technology or information systems. In such cases, the District and NEOPA agree the potential impact of such new technology or information systems on NEOPA members’ workload will be discussed in a regularly scheduled labor management meeting, on request of either party. In addition, following support will be provided:

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

- 51.10.2 Professional development opportunities will be provided via multiple sessions so multiple members of office teams may attend. In such instances that only one session is offered, school offices will be allowed to close so all NEOPA staff can attend.
- 51.10.3 Upon request, substitutes will be provided for the purpose of attending the professional development opportunities described above.
- 51.10.4 Where NEOPA members have concerns regarding workload impact from new technology or information systems, the employee should first address the concern with his or her supervisor. If the issue is not resolved, the concern may be brought to an individual building SDLT team or labor management for the parties to discuss and address.

<b>52.00</b>	<b>PROFESSIONAL DEVELOPMENT</b>
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52.10 District Offered Professional Development:

Professional development will be offered by the District to the Educational Office Professional (NEOPA) employees in order to enable them to improve their abilities, skills, job-related interests and professional/personal growth. Such training shall be offered to all members of the bargaining unit as professional development needs arise. The District may choose to offer such professional development during early release time, after the workday, or on a weekend day, and so long as each professional development opportunity is offered more than once. 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.

District and Association representatives will mutually plan the professional development described above. The Association President(s) will appoint a minimum of three (3) Association representatives to serve on a committee with the same number of appointees from the District. The Committee will meet a minimum of three (3) times each year. Professional Development activities offered by the District will be based upon employee identified needs as well as District needs and be relevant to employees' present or planned future responsibilities and professional/personal growth.

When NEOPA members are required to implement a new system or process, the District will provide training prior to implementation, whenever possible.

52.20 School-based Job Alike Specialty Groups:

Beginning in the 2022-2023 school year, in order to support consistent implementation of District procedures and priorities, and to facilitate common professional development within specific groups, the District will hold, at minimum, quarterly meetings during the workday for a) Office Managers, b) Student Information Specialists (9-12) and Registrars (6-8), c) Attendance Secretaries (6-12) / Elementary Secretaries (P-5) and d) ASB Secretaries. Central office, transportation or support services employees may be asked to join the professional development opportunities of any of the four groups, as appropriate. During the student day, meetings should be scheduled in a manner to limit more than one group being out of buildings at the same time.

The Association will annually select a group facilitator from each group to work with the appropriate District appointed facilitator to co-facilitate the meetings, i.e., gather input from the group prior to meetings; procure presenters and other resources to support the meetings; develop meeting agendas, provide feedback and follow-up information to the group after each meeting. The co-facilitators of each group shall be selected no later than June each year, for the subsequent

year's facilitation. Each of the four NEOPA group facilitators shall be paid \$300 per month, provided that THE employee documents hours working for that purpose on a timesheet in a manner that is consistent with Section 11.60 Overtime.

52.30 Individual Professional Development:

A fund of \$30,000 each contract year will be established for all NEOPA employees to support individual professional development. Each NEOPA employee shall be eligible for compensation and/or reimbursement from the fund, for attending classes, workshops or other professional development programs or opportunities, including professional development designed by the employee. Compensation for professional development shall be at the employee's regular hourly rate and consistent with Section 11.60 – Overtime.

Individual professional development must be a) in alignment with building goals and/or the District strategic plan, initiatives or priorities, b) outside the regular workday, and c) be pre-approved by the employee's supervisor in order to be eligible for payment. Requests for professional development pay and/or reimbursement shall be submitted to Human Resources prior to June 30. Request for professional development pay and/or reimbursement may be denied upon exhaustion of the annual professional development fund.

Unexpended funds shall be carried forward from one fiscal year to the next fiscal year, not to exceed \$1,000.

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

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

52.60 Employees shall be given release time during the work day for any required training. If required classes or in-service requirements are held beyond the eight (8) hour work day as defined in Article 11, the rate of pay will be one and one-half (1-1/2) times the employee's regular rate of pay.

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

<b>53.00</b>	<b>MENTOR PROGRAM</b>
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53.10 A peer-mentoring program will be available for employees who are new to the district and new to their job title. The purpose of this program shall be to assist in the development and orientation of such employees during their first twelve (12) months in their new job title. Within one month of the employee's first work day, the employee will be offered a mentor who is an experienced colleague who can guide the employee through the process of learning the operation of one's department and/or school, District policies and procedures, department and/or school policies and procedures, and effective office techniques. Current employees new to their job titles will be provided a mentor upon request.

53.20 The District shall recruit and invite prospective mentors to submit their names for consideration in the spring of each year, for the upcoming year. The District and Association will work together to select a pool of mentors from among experienced colleagues for the specific job titles at issue. Mentors approved in previous years shall remain in the mentor

pool unless they ask to be removed or are removed for performance reasons. Mentors and new employees will be matched by the District in consultation with the Association. The District and Association will work together to design and provide mentor training to newly selected mentors each year. At a minimum, the training shall include a jointly developed checklist of common policies and procedures, as well as any additional mutually approved content. On an annual basis, prior to the assignment of mentors for the school year, District and Association representatives shall meet to review and update the topics and skills to be included in the mentor/mentee relationship. Experienced mentors shall have the option to attend the annual mentor training.

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

<b>54.00</b>	<b>GROUP INSURANCE PROGRAMS</b>
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- 54.10 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.
- 54.20 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 if anticipated to be compensated for at least seventeen and one-half (17.5) hours per week for six of the last eight weeks of the work year. Paid leave hours shall count towards eligibility for benefits under this Article. Employees who are otherwise eligible for benefits who go on unpaid leave and retain their employee/employer relationship will remain eligible for benefits.
- 54.30 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.
- 54.40 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.

- 54.50 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 and separation date will be August 31.
- 54.60 Waive Medical Coverage – An employee may waive medical coverage through the SEBB and therefore not have any payments or premiums deducted from their paychecks for this purpose.
- 54.70 Compliance and Legislative Changes – All provisions of this Article shall be interpreted consistent with the rules and regulations of SEBB. If the Washington State Legislature 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 54 for negotiation over the changes to the extent allowed by law.
- 54.80 **Other Insurance Programs** - The District shall participate in other insurance programs as required by law, e.g., Workers' compensation and Unemployment Compensation.
- 54.90 **Retirement Program** - Any employee employed prior to October 1, 1977, working at least seventy (70) hours per month shall by law be a member of the Washington Public Employees Retirement system (PERS) Plan One. Any employee working at least seventy (70) hours per month, entering employment on or after October 1, 1977, shall by law be a member of the School Employees Retirement System, Plan Two or Three. The District shall provide each new employee information concerning PERS or SERS membership benefits.
- 54.100 **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.
- 54.110 **Health Reimbursement Plan (VEBA)** - The District and Association will, subject to a vote of the employees, participate in the Voluntary Employee Benefit Account (VEBA) for eligible employees.
- 54.120 **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.

<b>55.00</b>	<b>IMMUNIZATIONS</b>
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- 55.10 The District may request proof of immunizations from its employees. Once immunization records have been provided to the District, such records shall be maintained in the employee's personnel file. No specific vaccine shall be required as a condition of employment unless ordered by the Washington State Department of Health. Employees without required vaccinations may only be excluded from the work site if so ordered by the Washington State Department of Health.

- 55.10.1 If an employee submits documentation authorizing a medical exemption from a required immunization, they shall be provided the opportunity to work off-site, or if they choose not to work, shall be entitled to utilize any paid or unpaid leave options available.

<b>56.00</b>	<b>GRIEVANCE PROCEDURE</b>
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- 56.10 A claim by an employee that there has been an alleged violation, misinterpretation or misapplication of any provision of this Agreement, or any rule, order, policy, or regulation of the District as it directly affects an employee's wages, hours and working conditions, may be processed as a grievance.
- 56.20 In the event that an employee believes there is a basis for a grievance, the employee shall first discuss the alleged grievance 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. If the grievance is not thus resolved, formal grievance procedures may be instituted.
- 56.30 **Step One** - Within five (5) workdays of the discussion with the appropriate supervisor, the grievance will be reduced to writing, signed by the employee and presented to the appropriate responsible supervisor. The written statement should include 1) the nature of the grievance, 2) the Article(s), rule, order, policy or regulation allegedly violated, and 3) the recommended remedy sought by the grievant. The grievance form (Appendix C) shall be used as a guideline for filing the grievance with all sections completed.
- 56.30.1 Within five (5) days of receipt of the written grievance, the responsible supervisor shall meet with the aggrieved to discuss the grievance, and within five (5) working days of the meeting shall communicate a written response to the aggrieved. A copy of the response shall be forwarded to the Association President and UniServ Representative.
- 56.40 **Step Two** - If the grievant is not satisfied with the remedy at Step One, or if no disposition has been made within five (5) working days of delivery of the written grievance, the grievant may submit the grievance to the Superintendent or designee. Said submittal shall be within ten (10) working days of delivery of the grievance in Step One. A copy of the grievance shall be sent to the Association President and UniServ Representative.
- 56.40.1 Within five (5) 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 five (5) working days of such meeting and shall furnish a copy to the Association representative involved.
- 56.50 **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 fifteen (15) working days of receipt of the grievance from the Superintendent or designee, unless mutually extended by both parties.
- 56.50.1 If the Association and the District cannot agree on an arbitrator within twenty (20) calendar days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern arbitration proceedings. The District and/or the

Association shall not be permitted to assert in such arbitration proceeding any ground or to present or rely on any evidence not previously disclosed to the other party in Step One and/or Step Two of these grievance procedures.

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

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

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

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

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

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

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

<b>57.00</b>	<b>NO STRIKE/NO LOCKOUT</b>
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57.10 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.

57.20 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.

**58.00****DURATION OF AGREEMENT AND REOPENERS**

- 58.10 This Collective Bargaining Agreement shall become effective September 1, 2024 and shall continue in effect through August 31, 2026.
- 58.20 The District and the Association have worked closely to address the stability of the District's finances. The parties agree that there will no further reduction in NEOPA positions for the duration of this agreement.
- 58.30 This Agreement or any provisions hereunder may be extended by mutual written agreement of the parties; otherwise, it shall expire on the date indicated. The parties agree to reopen this Agreement to deal with changes arising from the Legislative Session which impact wages, benefits or working conditions of NEOPA employees covered by this Agreement, if any.
- 58.40 Except as otherwise provided by this Agreement, bargaining on the subjects contained in this Collective Bargaining Agreement, or other subjects, or for a successor agreement shall begin no later than sixty (60) days prior to the expiration date of this Collective Bargaining Agreement, or any extensions thereof, nor earlier than ninety (90) days, except by mutual written agreement of the parties.

**MEMORANDA OF UNDERSTANDING**

**MEMORANDUM OF UNDERSTANDING  
Staffing and Assignment of Duties**

This Memorandum of Understanding between the Northshore School District No. 417 (District) and the Northshore Educational Office Professionals Association (Association) is supplemental to the 2022-2024 Collective Bargaining Agreement (Agreement) between the District and the Association.

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

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**MEMORANDUM OF UNDERSTANDING  
Post-Retirement Medical Reserve Trust Program**

This Memorandum of Understanding between the Northshore School District No. 417 (District) and the Northshore Educational Office Professionals Association (Association) is supplemental to the 2022-2024 Collective Bargaining Agreement (Agreement) between the District and the Association.

Any eligible NEOPA employee 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 for not paying income taxes due on any amounts or as a result of the District not withholding or deducting any tax, assessment, or other payment on such funds as required by federal law. The District and the Association make no representations or warranties with respect to the tax consequences of the program nor to the ability of the sponsor or insurer to fulfill its obligations under the program.

\*\*\*\*\*

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

This Memorandum of Understanding between the Northshore School District No. 417 (District) and the Northshore Educational Office Professionals Association (Association) is supplemental to the 2024-2026 Collective Bargaining Agreement (Agreement) between the District and the Association.

The District and Association share a mutual interest in implementation of the NEOPA collective bargaining agreement in such a manner as to increase NEOPA representation in building-level decision-making processes. NEOPA members in any building with an SDLT shall have an annual option to select a representative on the building SDLT.

The NEOPA representative shall be a voting member of the SDLT, except on decisions regarding expenditure, redistribution, or modifications of NSEA contractual monies. Likewise, NSEA participants on the SDLT shall not have a vote related to decisions regarding expenditure, redistribution, or modifications of NEOPA contractual monies.

The NEOPA representative shall be compensated (at their regular rate of pay, or overtime rate if applicable) for attendance at SDLT meetings. Building discretionary labor budgets may be utilized to provide compensation for meetings outside of the employees' workday, including for the cost of a substitute, should one be provided.

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**MEMORANDUM OF UNDERSTANDING**  
**Joint Evaluation Committee**

Whereas the District and Association (the parties) are committed to partnering together to implement a meaningful and clear evaluation of NEOPA employees; and

Whereas the parties agree it is important to provide clear standards for identifying and rating the range of NEOPA employees' performance; and

Whereas the parties share the goal of updating the evaluation tool in the NEOPA Collective Bargaining Agreement to assure implementation of an evaluation process that facilitates professional growth and excellence;

Therefore, the parties agree to the following:

1. During the 2023-2024 school year, the District and NEOPA shall establish a Joint Evaluation Committee to examine and make recommendations to update the evaluation tool and any related evaluation language in the NEOPA Collective Bargaining Agreement.
2. Each party shall appoint up to five committee members, including the Assistant Director of Human Resources and NEOPA UniServ Director, who shall serve as co-chairs of the committee.
3. The NEOPA Joint Evaluation Committee shall make recommendations regarding the following:
  - a. An appropriate rating scale;
  - b. Updated evaluation criteria/sub-criteria and/or indicators;
  - c. Scoring of the evaluation, including but not limited to the weight of the criteria;

- d. Evidence that may be appropriate for evaluators to provide in evaluating NEOPA employees, to assure objective assessment of performance;
  - e. Potential support that may be offered to a struggling employee;
  - f. Probationary plan of improvement under Section 20.10, including but not limited to criteria for successful completion of the probationary plan;
  - g. Potential process for employee rebuttal post evaluation;
  - h. Procedural timelines and expectations;
  - i. Any other issues that the committee determines appropriate to resolve and/or recommend to the bargaining teams.
4. The NEOPA Joint Evaluation Committee shall make recommendations to the bargaining teams no later than March 15, 2024, to allow the teams to negotiate changes to the NEOPA evaluation system for incorporation into the successor collective bargaining agreement.

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**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
NORTHSHORE SCHOOL DISTRICT # 417  
AND  
NORTHSHORE EDUCATIONAL OFFICE PROFESSIONALS ASSOCIATION  
(NEOPA)  
WASHINGTON EDUCATION ASSOCIATION  
2024 - 2026**

**SIGNATURE PAGE**

For the Association:

For the District:

\_\_\_\_\_  
Lyn Sherry, UniServ Director

\_\_\_\_\_  
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.

\_\_\_\_\_  
Christy Skurski, NEOPA Co-President

\_\_\_\_\_  
Patty Ponce, NEOPA Co-President

\_\_\_\_\_  
Jerred Kelly, Director of Human Resources

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Association Bargaining Team:

Lyn Sherry  
Christy Skurski  
Patty Ponce  
Lauren Tourville  
Deepika Uliyar  
Kim Swanson

District Bargaining Team:

Rachel Miller  
Jerred Kelly  
Stephanie Greany

**2024-2025 - OFFICE PROFESSIONALS SALARY SCHEDULE  
NORTHSHORE SCHOOL DISTRICT NO. 417**

**SCHEDULE 32**

Effective September 1, 2024

**APPENDIX A SALARY SCHEDULE D-I**

12-MONTH	Steps	01	02	03	04	05	10	12	15
<b>LEVEL D</b> *Substitute Hourly Rate	Hourly	* <b>31.72</b>	<b>32.83</b>	<b>33.98</b>	<b>35.17</b>	<b>36.40</b>	<b>37.67</b>	<b>38.99</b>	<b>40.35</b>
<b>LEVEL E**</b>	Hourly	<b>32.83</b>	<b>33.98</b>	<b>35.17</b>	<b>36.40</b>	<b>37.67</b>	<b>38.99</b>	<b>40.35</b>	<b>41.76</b>
<b>LEVEL F**</b>	Hourly	<b>33.98</b>	<b>35.17</b>	<b>36.40</b>	<b>37.67</b>	<b>38.99</b>	<b>40.35</b>	<b>41.76</b>	<b>43.22</b>
<b>LEVEL G**</b>	Hourly	<b>35.17</b>	<b>36.40</b>	<b>37.67</b>	<b>38.99</b>	<b>40.35</b>	<b>41.76</b>	<b>43.22</b>	<b>44.73</b>
<b>LEVEL H**</b>	Hourly	<b>36.40</b>	<b>37.67</b>	<b>38.99</b>	<b>40.35</b>	<b>41.76</b>	<b>43.22</b>	<b>44.73</b>	<b>46.30</b>
<b>LEVEL I**</b>	Hourly	<b>37.67</b>	<b>38.99</b>	<b>40.35</b>	<b>41.76</b>	<b>43.22</b>	<b>44.73</b>	<b>46.30</b>	<b>47.92</b>

Per Article 46.10 an annual stipend shall be given beyond the normal salary to any employee holding the following:

	Annual	Monthly	Hourly
A of A in Bus. Bach of Arts or other degree, Basic	<b>1114.00</b>	92.83	0.5356
Associate Professional (NAEOP)	<b>1309.00</b>	109.08	0.6293
Advanced I (NAEOP)	<b>1447.00</b>	120.58	0.6957
Advanced II (NAEOP)	<b>1604.00</b>	133.67	0.7712
Advanced III (NAEOP)	<b>1779.00</b>	148.25	0.8553
Professional Bachelor's Degree (NAEOP)	<b>1967.00</b>	163.92	0.9457
Professional Master's Degree (NAEOP)	<b>2051.00</b>	170.92	0.9861

The substitute rate of pay shall be Level D, Step 1. A NEOPA employee with ten (10) or more years of experience who resigns or retires and is rehired as a substitute within three (3) years of separation shall be paid at Level G, Step 1. In such instances that a current school employee is hired to fulfill a NEOPA substitute position, that employee will be paid his or her regular rate of pay, or Level D, Step 1, whichever is higher (see Article 45.80)

\*\*Temporary employees and long-term substitutes shall be paid per the salary schedule on the 45th consecutive work day in the same assignment. (See Article 45.70.)

Existing employees working in a higher classification for a day or more will be paid the higher rate of pay beginning on the first day of such assignment. (See Article 45.90.)

Steps 10, 12 and 15 are considered longevity steps. (See Article 45.40.3.2)

**SEE APPENDIX B FOR SPECIFIC JOB TITLES**

**Formula for Calculating Annual and Monthly amounts:**

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

Adopted by the Board of Directors on: 03/11/24

**2024-2025 - OFFICE PROFESSIONAL / TECHNICAL SALARY SCHEDULE**  
**NORTSHORE SCHOOL DISTRICT NO. 417**

**APPENDIX A SALARY SCHEDULE**  
**PROFESSIONAL/TECHNICAL**

**SCHEDULE 33**

Effective September 01, 2024

12-MONTH	Steps	01	02	03	04	05	10	12	15
<b>PROFESSIONAL/TECHNICAL LEVEL I</b> Substitute Rate*		*							
	Hourly	<b>42.11</b>	<b>43.58</b>	<b>45.11</b>	<b>46.69</b>	<b>48.32</b>	<b>50.01</b>	<b>51.76</b>	<b>53.57</b>
<b>PROFESSIONAL/TECHNICAL LEVEL II</b> Substitute Rate*									
	Hourly	<b>43.58</b>	<b>45.11</b>	<b>46.69</b>	<b>48.32</b>	<b>50.01</b>	<b>51.76</b>	<b>53.57</b>	<b>55.44</b>

Per Article 46.10 an annual stipend shall be given beyond the normal salary to any employee holding the following:

	Annual	Monthly	Hourly
A of A in Bus., BA or other degree, Basic Stand.	<b>1114.00</b>	92.83	0.5356
Associate Professional (NAEOP)	<b>1309.00</b>	109.08	0.6293
Advanced I (NAEOP)	<b>1447.00</b>	120.58	0.6957
Advanced II (NAEOP)	<b>1604.00</b>	133.67	0.7712
Advanced III (NAEOP)	<b>1779.00</b>	148.25	0.8553
Professional Bachelor's Degree (NAEOP)	<b>1967.00</b>	163.92	0.9457
Professional Master's Degree (NAEOP)	<b>2051.00</b>	170.92	0.9861

\*Temporary employees and long-term substitutes shall be paid per the salary schedule on the 45th consecutive work day in the same assignment. (See Article 45.70.)

Existing employees working in a higher classification for a day or more will be paid the higher rate of pay beginning on the first day of such assignment. (See Article 45.90.)

Steps 10, 12 and 15 are considered longevity steps. (See Article 45.40.3.2)

**SEE APPENDIX B FOR SPECIFIC JOB TITLES**

Formula for Calculating Annual and Monthly amounts:

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

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

**APPENDIX B****JOB CLASSIFICATIONS**

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

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**D** Substitutes

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**E** Administrative Receptionist  
Records Specialist/Receptionist  
Substitute Office Assistant

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**F** Career and Technical Education Secretary  
College and Career Secretary  
High School Athletic Secretary  
High School Attendance Secretary  
Library Technician  
High School Secretary  
Human Resources Assistant  
Secondary Support School Secretary  
Secondary Academy for Success Secretary

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**G** Accounting Technician  
Capital Projects Secretary  
Elementary Secretary  
High School Bookkeeper  
High School Counseling Office Manager  
High School Main Office Secretary  
Human Resources and Sub Office Assistant  
Intervention Program Secretary  
Middle School Main Office Secretary  
Middle School Registrar and Student Resources Specialist  
Bear Creek Campus Registrar/Student Resource Specialist  
Special Services Secretary  
Special Education Records Specialist/Receptionist  
Technology Project Support Specialist

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**H** Career and College Readiness Support Specialist  
Facilities Use Specialist  
High School Student Information Specialist  
Innovation Lab High School Secretary Registrar  
Instructional Support Specialist  
Payroll Technician  
Secondary Academy for Success Registration Secretary  
Special Education Compliance Secretary  
Transportation Office Manager

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**I** Elementary Office Manager  
High School Office Manager  
Innovation Lab High School Office Manager  
Instructional Materials Specialist  
Middle School Office Manager  
Bear Creek Campus Office Manager  
SAS Office Manager  
Sorenson Office Manager  
Special Education Compliance Coordinator  
Special Education Safety Net Compliance Specialist

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**Professional-Technical – Level 1**

Buyer  
Capital Projects Office Coordinator  
Digital Press and Mail Center Technician  
Food Services Accounting Specialist  
Food Services Office Coordinator  
Support Services Office Coordinator  
Technology Asset Management Specialist  
Technology Department Office Coordinator

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**Professional-Technical – Level 2**

Accounting Lead  
Benefits and Workers Compensation Specialist  
Communications Specialist  
Payroll Lead  
Purchasing Lead Buyer  
Special Education Office Coordinator  
Student Services Specialist  
Substitute Office Coordinator

**APPENDIX B-1****WORK YEAR CALENDARS for 12 month employees by Job Title**

<b><u>260 days / 12 Month</u></b>			
Accounting Lead	Digital Press and Mail Center Technician	Human Resources and Substitute Office Assistant	Student Services Specialist
Accounting Technician	District Registrar	Instructional Materials Specialist	Substitute Services Coordinator
Administration Receptionist	Facilities Use Specialist	Intervention Services Secretary	Support Services Office Coordinator
Benefits and Workers Compensation Specialist	Food Service Accounting Specialist	Middle School Office Manager	Technology Asset Management Specialist
Buyer	Food Service Office Coordinator	Payroll Lead	Technology Department Office Coordinator
Capital Projects Office Coordinator	High School ASB Bookkeeper	Purchasing Lead Buyer	Transportation Office Manager
Capital Projects Secretary	High School Main Office Secretary	Special Education Compliance Coordinator	
Career and College Readiness Support Specialist	High School Office Manager (including SAS and Innovation Lab)	Special Education Compliance Secretary	
Communications Specialist	Human Resources Assistant	Special Education Office Coordinator	

**APPENDIX B-2 WORK YEAR CALENDARS for 11 month, 10.5 month, 10 month, & 9 month employees by Job Title**

<b><u>239 days /11 Months</u></b>		
Elementary Main Office Secretary: Large Schools (CC, CS, FL, FW, KE, KO, LW, MH, MO, WM)	High School Counseling Office Manager	Middle School Main Office Secretary
Elementary Office Manager *	High School Student Information Specialist	Middle School Registrar/Student Resource Specialist
High School Attendance Secretary	HR Records Assistant	Sorenson Office Manager

*\*Woodmoor Elementary Office Manager: The parties agree the work year calendar is extended to 260 days until such a date as the position is posted for hire.*

<b><u>228 days / 10.5 Months</u></b>	<b><u>217 days /10 Months</u></b>	<b><u>195 days / 9 Months</u></b>
Elementary Main Office Secretary: Small Schools (AH, CL, ER, HH, RB, SR, SV, WE, WH, WO)	High School Athletic Secretary	College and Career Secretary
Bear Creek Campus Registrar/Secretary	Special Education Safety Net Compliance Specialist	Elementary Support Secretary
Innovation Lab and SAS Registrar/Secretary		Graphics Technician
Records Specialist (Special Ed)		Library Technician
SPED Records Specialist/Receptionist		Secondary Support Secretary

**APPENDIX C      GRIEVANCE ADJUSTMENT FORM A      (REQUEST)**

**GRIEVANCE REQUEST TO DISTRICT**

TO: \_\_\_\_\_  
Administrator

I, \_\_\_\_\_, am a \_\_\_\_\_  
Grievant Classification/Title

At/in \_\_\_\_\_, Work Phone # \_\_\_\_\_  
Building/Department

STATEMENT OF GRIEVANCE:

ADJUSTMENT SOUGHT:

\_\_\_\_\_  
Date Submitted

\_\_\_\_\_  
Grievant's Signature

- c. Superintendent
- Director of Human Resources
- NEOPA Co-Presidents
- UniServ Representative

**DISTRICT RESPONSE TO GRIEVANCE**

Administrator: \_\_\_\_\_

Date Grievance Received: \_\_\_\_\_

Date Hearing Was Held: \_\_\_\_\_

Name of Grievant: \_\_\_\_\_

ADMINISTRATIVE RESPONSE:

\_\_\_\_\_  
Signature of Administrator

- C: Superintendent
- Director of Human Resources
- NEOPA Co-Presidents
- UniServ Representative

<b>APPENDIX D            REQUIREMENTS FOR THE NAEOP CERTIFICATES</b>
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Complete information and a handbook regarding NAEOP Certificates may be obtained from the Association's Officers. Interested employees should contact their Association Representative.

**Education**

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

**Option 1**

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

**Option 2**

This Option is a combination of college work and professional activity.

<b>APPENDIX E</b>	<b>EMPLOYEE ATTENDANCE INCENTIVE PROGRAM</b>
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**SECTION I**

**Procedures – Illness, Injury and Emergency Leave**

1. **Accumulation of Illness, Injury and Emergency**

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

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

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

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

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

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

4. **Post Retirement Considerations**

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

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

**SECTION II**

**Procedures - Personal Leave**

1. **Accumulation of Personal Leave**

- A) Personal leave as described in Article 37 shall accumulate from year to year up to six days. For the purposes of this section, "days" are based on the employee's prorated work day.

2. **Annual Conversion of Personal Leave**

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

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

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

<b>APPENDIX F</b>	<b>PERFORMANCE APPRAISAL CRITERIA</b>	<b>(AREAS)</b>
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**I. Job Knowledge/Job Skills**

- A) Understands all of the requirements of the job and related matters.
- B) Has knowledge of materials, equipment and methods practiced.
- C) Exhibits adequate skill performance for job assigned.

**II. Work Habits**

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

**III. Human Relations**

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

**IV. Professional Growth**

- A) Actively participates in professional organizations.
- B) Attends educational workshops.

**APPENDIX F-1 PERFORMANCE APPRAISAL CRITERIA (FORM)**

Name \_\_\_\_\_ Date Conference Held \_\_\_\_\_

School/Building \_\_\_\_\_ Position \_\_\_\_\_

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

1. Job Knowledge/Job Skills

2. Work Habits

3. Human Relations

4. Professional Growth

Summary

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Evaluator's Signature

C: Employee  
Evaluator  
Human Resources

<b>APPENDIX G            PROVISIONS FOR LEAVE SHARING</b>
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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 annual vacation or sick leave (illness, injury or emergency) to qualified employees.

**Procedures:**

Upon the request of an employee who is approved for shared leave donations, the district will notify other employees across the district, regardless of bargaining unit or affiliation, of the initial request for leave donations. Upon the request of an employee, the District will issue a second announcement regarding the leave request. Individual employees may also solicit leave donations.

**A.        Eligibility for Receiving Leave**

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

**B.        Donation of Sick Leave**

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

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

C. **Donation of Annual Vacation Leave**

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

D. **Maximum Amount**

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

E. **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.

F. **Calculation**

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

G. **Exhaustion of Sick Leave**

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

<b>APPENDIX H      ELEMENTARY OFFICE STAFFING</b>
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Elementary Office Staffing – The District shall provide staffing to support the differential workload in large and small elementary schools. Basic staffing at the elementary school level shall be one eight-hour Office Manager, and one eight-hour Elementary Secretary, except for elementary schools under 300 students will be provided staffing of one eight-hour Office Manager and one four-hour Elementary Secretary. However, in the case of a significant reduction in funding, positions may be temporarily shared between sites. See Article 4.40.

The parties will meet to discuss ongoing staffing needs through the labor management process. As part of the annual review of the classification matrix, as defined in Article 14.30, the parties will also discuss any ongoing concerns regarding staffing and workload needs, including central office staffing.

***Implementation Note:*** *The parties agree that the employees impacted by the agreement above shall be offered up to two opportunities to accept positions of the same hours and same level as their current positions. These transfer offers shall be made in seniority order, and prior to the positions being opened for NEOPA internal transfers.*

**APPENDIX I NSD - NEOPA CLASSIFICATION “D” MATRIX 2024-2026**

**Classification D:**  
Substitutes

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

**APPENDIX I NSD - NEOPA CLASSIFICATION “E” MATRIX 2024-2026**

**Classification E:**  
 Administrative Receptionist  
 Substitute Office Assistant  
 Records Specialist/Receptionist

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

**APPENDIX I NSD - NEOPA CLASSIFICATION “F” MATRIX 2024-2026**

**Classification F:**

Career and Technical Education Secretary  
 College and Career Secretary  
 High School Athletic Secretary  
 High School Attendance Secretary  
 Library Technician

High School Secretary  
 Human Resources Assistant  
 Secondary Support Secretary  
 Secondary Academy for Success Secretary

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

**APPENDIX I NSD - NEOPA CLASSIFICATION “G” MATRIX 2024-2026**

**Classification G:**

Accounting Technician	Intervention Program Secretary
Capital Projects Secretary	Middle School Main Office Secretary
Elementary Secretary	Middle School Registrar/Student Resources Specialist
High School Bookkeeper	Bear Creek Campus Registrar/Student Resource Specialist
High School Counseling Office Manager	Special Services Secretary
High School Main Office Secretary	Special Education Records Specialist/Receptionist
Human Resources and Sub Office Assistant	Technology Project Support Specialist

Knowledge/Skills Licenses/Education	Problem Solving	Responsibility	Decision Making
<p>Full working knowledge, skills, and abilities in a specialized and/or program area.</p> <p>Demonstrated strong interpersonal and communication skills are applied to a wide variety of program responsibilities and activities.</p> <p>High School Diploma or equivalent with <b>three</b> years of related experience, pertinent training, and/or some combination thereof.</p>	<p>Activities are variable and duties involve multiple distinct processes. Judgment, analysis and resourcefulness are required to determine a course of action or handle conflicting demands when guidelines may not be specific or completely applicable.</p>	<p>Position is accountable for planning and conducting own work, scheduling and coordinating with others to produce work products.</p> <p>The incumbent can regularly expect to experience inflexible deadlines and frequent interruptions beyond personal control, and to be required to frequently reorganize priorities of a demanding workload.</p>	<p>Exercises independent judgment in consultation with supervisor(s) and other employees, if applicable.</p> <p>Decisions are required to structure tasks to meet expected results.</p>

**APPENDIX I NSD - NEOPA CLASSIFICATION “H” MATRIX 2024-2026**

**Classification H:**

Career and College Readiness Support Specialist	Payroll Technician
Facilities Use Specialist	Secondary Academy for Success Registration Secretary
High School Student Information Specialist	Special Education Compliance Secretary
Innovation Lab High School Secretary Registrar	Transportation Office Manager
Instructional Support Specialist	

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

**APPENDIX I NSD - NEOPA CLASSIFICATION “I” MATRIX 2024-2026**

**Classification I:**

Elementary Office Manager  
 High School Office Manager  
 Innovation Lab High School Office Manager  
 Instructional Materials Specialist  
 Middle School Office Manager

Bear Creek Campus Office Manager  
 Secondary Academy for Success Office Manager  
 Sorenson Office Manager  
 Special Education Compliance Coordinator  
 Special Education Safety Net Compliance Specialist

<b>Knowledge/Skills Licenses/Education</b>	<b>Problem Solving</b>	<b>Responsibility</b>	<b>Decision Making</b>
<p>Technical knowledge, skills and abilities requiring the interpretation and practical application of principles, techniques, policies and procedures in a wide variety of program areas or in a specialized area.</p> <p>Significant interpersonal, communication and organizational skills are applied to a succession of specialized activities.</p> <p>Broad expertise requiring the interpretation and practical application of principles, techniques, policies and procedures</p> <p>High School Diploma or equivalent with <b>four</b> years of related experience, pertinent training, and/or some combination thereof.</p>	<p>Activities are diverse and complex and often are unusual or unique. Creativity is required to determine what needs to be done, and how and when to take action to accomplish established objectives. Shifts in focus among activities are substantial.</p>	<p>Position is accountable for planning and organization of own work AND other’s work, integration of individual efforts, and monitoring and scheduling of efforts to ensure the successful completion of an activity or project.</p> <p>The incumbent can regularly expect to experience inflexible deadlines and frequent interruptions beyond personal control, and to be required to frequently reorganize priorities of a demanding workload</p>	<p>Exercises a high degree of independent judgment and makes decisions within the scope of the job responsibilities.</p> <p>The employee has the authority to interpret and apply District policies and procedures.</p>

**APPENDIX I NSD - NEOPA CLASSIFICATION “PT-Level 1” MATRIX 2024-2026**

**Professional-Technical Level 1:**

Buyer  
 Capital Projects Office Coordinator  
 Digital Press & Mail Center Technician  
 Food Services Accounting Specialist  
 Food Services Office Coordinator  
 Support Services Office Coordinator  
 Technology Asset Management Specialist  
 Technology Department Office Coordinator

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

**APPENDIX I NSD - NEOPA CLASSIFICATION “PT-Level 2” MATRIX 2024-2026**

**Professional-Technical Level 2:**

Accounting Lead  
Benefits & Workers Compensation Specialist  
Communications Specialist  
Payroll Lead

Purchasing Lead Buyer  
Special Education Office Coordinator  
Student Services Specialist  
Substitute Office Coordinator

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

<b>APPENDIX J</b>	<b>OVERTIME AND COMPENSATORY TIME MEMO</b>
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As a budget concession for the duration of the 2024-2026 NEOPA Collective Bargaining Agreement, Peak and Overtime Hours Provisions (Article 11.80) are suspended. A limited exception of forty hours of peak time is in place for each high school (including Secondary Academy for Success (SAS) and Innovation Lab High School ILHS), to assist specifically with registrar duties. In addition, beginning in the 2025-2026 school year, SAS shall be allocated additional NEOPA peak time due to transcript and record-keeping requirements.

Even with almost all Peak and Overtime Hours suspended, the District remains legally responsible for paying employees for any overtime or compensatory time worked; therefore, with the exception for Registrars noted above, any hours worked outside an employee's regular schedule, or use of compensatory time, must be approved in advance by the employee's supervisor. If approved, it will be the supervisor's responsibility to establish a funding source.

District funding to meet peak load and special office personnel needs for NEOPA employees in the school buildings is suspended for the 2024-2025 and 2025-2026 school years. The NEOPA peak hours provision is not available to pay a current NEOPA employee overtime or to provide extra temporary help to alleviate workload for NEOPA employees. This includes NEOPA work performed by non-bargaining unit employees.

**Procedures and Provisions:**

1. No NEOPA employee will be negatively evaluated based on workload impacts due to the unavailability of peak/overtime hours. Should there be concerns, supervisors will need to consult with the Director of Human Resources before rating anyone as needing improvement. NEOPA employees are expected to seek pre-approval for overtime and compensatory time.
2. Supervisors are expected to work collaboratively with NEOPA employees to provide solutions and support when additional work time is required.
3. Any hours worked outside an employee's regular schedule must be approved in advance by the employee's supervisor. This is a directive and is crucial to maintain budgetary control and ensure that all overtime or compensatory time is properly authorized.
4. It is the responsibility of the supervisor to ensure that no NEOPA employees will work overtime without compensation (either overtime or compensatory time, per the Collective Bargaining Agreement).
5. Peak/Overtime hours are not available to provide extra, temporary help to alleviate workload for NEOPA employees during the 2024-2025 or 2025-2026 school years. (The only exceptions are the forty (40) hours for Registrars and the additional hours provided to SAS beginning in the 2025-2026 school year.) Therefore, duties, projects, and the overall range of tasks that are normally completed must be prioritized and may need to be removed from the list of duties completed during a typical school year.

**Overtime Compensation per Collective Bargaining Agreement (CBA) 11.60:**

- Overtime is defined as any work performed beyond a total of five (5) workdays or forty (40) hours per week.
- Overtime is calculated weekly.

- The first eight (8) hours of overtime work are compensated at one and one-half (1.5) times the employee's regular pay.
- Overtime work exceeding eight (8) hours in any work week is compensated at double the employee's regular rate of pay.

**Compensatory Time per Collective Bargaining Agreement (CBA) 11.70:**

- As an alternative to overtime pay, employees may request compensatory time in lieu of monetary compensation when working beyond forty (40) hours a week.
- Compensatory time is calculated at the same rate as overtime (1.5 times or double the regular pay rate).
- The use of compensatory time must be utilized in the same period or the one immediately following when it was earned unless a mutual agreement is reached between the employee and the supervisor.
- Employees may not be required to take compensatory time; this is an agreement between employee and supervisor.