

COLLECTIVE BARGAINING AGREEMENT

September 1, 2026 — August 31, 2028

NORTHSHORE EDUCATION ASSOCIATION

and

NORTHSHORE SCHOOL DISTRICT #417

for

EDUCATION SUPPORT PROFESSIONALS (ESP)



TABLE OF CONTENTS

Article 1 – Racial and Educational Justice	1
Article 2 – Recognition	2
Article 3 – Definitions	2
Article 4 – Status and Application of the Agreement.....	3
Article 5 – Distribution of the Agreement	4
Article 6 – Association Rights	4
Article 7 – Association and Administration Leadership Team	8
Article 8 – Monitoring the Agreement	10
Article 9 – Non-Discrimination and Citizenship Rights	10
Article 10 – No Strike/No Lockout	10
Article 11 – No Contracting Out.....	10
Article 12 – Length of Work Year.....	11
Article 13 – Workday Provisions.....	14
Article 14 – Workload	19
Article 15 – Multi-Tiered Systems of Support	25
Article 16 – Student Discipline.....	29
Article 17 – District Rights	30
Article 18 – Evaluation	31
Article 19 – Disciplinary Action	31
Article 20 – New Employee Probation	32
Article 21 – On the Job Probation.....	33
Article 22 – Employee Rights and Protection	33
Article 23 – Employee Initiated Transfer/Reassignment	39
Article 24 – District Initiated Transfer/Reassignment	41
Article 25 – School Year Only Employees	45
Article 26 – Personnel File	46
Article 27 – Letters of Employment and Notification	47
Article 28 – Support Personnel Duties.....	47
Article 29 – Employee Absence	48
Article 30 – Staff Development Training	49
Article 31 – Resignation and Termination.....	53
Article 32 – Retirement.....	53
Article 33 – Employee Facilities	54
Article 34 – Clothing, Technology, and Equipment.....	55
Article 35 – Reduction in the Work Force	55
Article 36 – Leave of Absence.....	60
Article 37 – Citizen Responsibility Leave.....	61
Article 38 – Illness, Injury, Emergency Leave, And Family Medical Leave.....	61
Article 39 – Paid Family and Medical Leave (PFML)	64
Article 40 – Personal Leave	64
Article 41 – Temporary Disability Leave	65
Article 42 – Bereavement Leave	65
Article 43 – Parental/Guardian Leave for the Care of a Child	66
Article 44 – Childbirth/Childcare/Adoption Leave.....	66
Article 45 – Pay Procedures	67
Article 46 – Use of Vehicles	68
Article 47 – Workers’ Compensation	68
Article 48 – Unemployment Compensation	68
Article 49 – Salary.....	68

Article 50 – Substitutes	70
Article 51 – Attendance Incentive Program	72
Article 52 – Leave Sharing Program.....	72
Article 53 – Insurance	72
Article 54 – Grievance Procedure.....	74
Article 55 – Shared Decision Making.....	78
Article 56 – Safety and Emergency Preparedness	84
Article 57 – Duration of Agreement	86
Signature Page	88
Appendices	89
Appendix A-1 – Position Placement Information.....	90
Appendix A-2 – 2026-2027 Salary Schedule – Schedule 36.....	91
Appendix A-3 – 2026-2027 Classified Activity Schedules	92
Appendix B – Classification and Work Year Summary	98
Appendix C – Evaluation Forms	99
Appendix D – Official Grievance Form.....	100
Appendix E – Unused Leave Compensation	101
Appendix F – Provisions for Leave Sharing.....	103
Appendix G – Violent/Aggressive Student Behavior Processing.....	106
Appendix H – Special Education Advisory Committee (SEAC)	111
Appendix I – Memoranda of Understanding	113
2026-1 ESP: Blended Special Education Caseload Models.....	114
2026-2 ESP: Job Expectations for School Nurses & Responsibilities of Other Staff in the Absence of a Nurse	116
2026-3 ESP: Changes to SDLT Composition.....	118
2026-4 ESP: Increasing Inclusionary Practices	119
2026-5 ESP: Classification Matrix and STS Stipend	121
2026-6 ESP: Family Engagement Specialists.....	122
2026-7 ESP: Policies and Procedures for Supporting Students with Toileting.....	123
2026-8 ESP: Certificated Educational Interpreters for the Deaf and Hard of Hearing...	124
2026-9 ESP: ELD Staffing in the 2026-27 School Year	125
2026-10 ESP: Adult Transition Program Employee Weekly Schedule.....	127
Appendix J – Teaching Certification Scholarships.....	128
Appendix K – Just and Sufficient Cause.....	129
Appendix L – Elementary Textbook Manager Duties.....	130

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

September 1, 2026 – August 31, 2028

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

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

Article 1 – Racial and Educational Justice

- 1.1 The Northshore Education Association (NSEA) and Northshore School District (NSD) share a deep, mutual commitment to dismantling institutional, structural and systemic racism, and bias in our collective and respective organizations. This work must be done with the recognition that marginalized and oppressed identities often intersect.
- 1.2 With the adoption of Board Policy 0001: Racial and Educational Justice, Northshore staff, students and the community are working together to develop and implement meaningful change.
- 1.3 The parties recognize our Collective Bargaining Agreement has the capacity to be a transformative tool to move toward a more inclusive, equitable and culturally welcoming work and learning environment for all staff and students.
- 1.4 The parties are dedicated to establishing a school environment that promotes culturally competent instruction, student engagement, and authentic learning by providing an instructional environment in which all students can feel successful as they grow. The following beliefs, shared by both parties, are fundamental to developing a vision for success and to realizing that vision:
 - A. We believe the capacity to create and support the vision that will unite stakeholders and provide successful educational opportunities is in our school system today. The vision of what a student needs to know and be able to do upon graduation from Northshore schools must be developed with parents or guardians, students, staff, and community.
 - B. We believe that realigning resources is necessary to achieve our vision. We believe that to create positive change that endures over time, efforts must rely on and be replicable and sustainable under realistic funding projections. Use of grants or other short-term realignment of resources may be used to speed up change while fundamental realignment of resource use is being identified and implemented.

Article 2 – Recognition

- C. We believe that our success demands that a strong parent/guardian and community engagement process be built into this effort. We must provide the training, time and support for school staff to engage with parents/guardians and communities, and to develop the shared responsibility for supporting student learning.
 - D. We will provide a safe and healthy environment where discrimination, intimidation and harassment are not tolerated by or toward students, families, community members, or school employees.
 - E. We will provide professional development to infuse competency about racial and educational justice into training, curriculum, instruction and assessment, and community and parent/guardian engagement.
 - F. We recognize that simply raising the achievement of all students will not in and of itself eliminate outcome gaps between various student demographic groups. We share the goal and expectation that students will meet District and Washington State standards. For students who are furthest from educational justice we will provide the necessary additional support to help them meet the goals.
 - G. We will advocate on behalf of schools with OSPI and the state and federal governments. We will work together to secure adequate funding for Northshore schools that will provide the environment, the class size/caseloads, and the compensation that will attract and retain quality educators who reflect the diversity of our students.
 - H. We will hold each other accountable for regular and ongoing authentic conversations to identify and eliminate barriers to full participation by all staff and administrators in this work.
- 1.5 These commitments and beliefs, supported by action, will bring about the culture of success that NSEA and NSD envision.

Article 2 – Recognition

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

Article 3 – Definitions

- 3.1 As used in this Agreement, the following terms shall apply:
- A. 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.
 - B. Days – Unless otherwise noted, "day," "days," refers to week days and is exclusive of weekends, holidays and vacations or school breaks. During the period following the last contracted day in June and the first contracted employee work day, the term "school day" shall mean week day.

- C. District – Northshore School District No. 417.
- D. Employees – All individuals occupying positions in the classifications listed in Appendix B.
- E. ESP – Education Support Professional.
- F. New Employees – Employees who have yet to satisfactorily complete their probationary period as cited in the Probationary Section of the Agreement.
- G. Substitutes – Persons hired as temporary replacements to cover emergency situations or employee absence. Substitutes may not be hired in lieu of or to avoid hiring of regular employees. For a substitute assignment of known duration longer than sixty (60) work days, or when a daily assignment exceeds sixty (60) continuous work days in the same location, the person occupying such assignment shall become an employee subject to the terms and conditions of the Agreement, for the duration of the assignment only, as a long-term substitute. Employees with this status shall not have reassignment rights pursuant to Articles 23, 24, and 35. Eligibility for long-term substitute status is based on the length or anticipated length of the assigned position, not on the number of actual days worked by the employee in the position.

Article 4 – Status and Application of the Agreement

- 4.1 As provided in this Agreement, certain rights and functions are accorded and ascribed to the Association. Said rights and functions are exclusive to the Association.
- 4.2 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.
- 4.3 If any provision of this Agreement or any application of this Agreement shall be found to be contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of this Agreement shall continue in full force and effect. If any provision of this Agreement is held to be contrary to law, the parties shall, by mutual consent, commence bargaining on said provision as soon thereafter as is reasonably possible.
- 4.4 Consistent with the District's duty to bargain under Chapter 41.56 RCW, the District shall maintain those District policies, rules, regulations, past practices, and administrative interpretations directly affecting employees' wages, hours, and terms and conditions of employment which are in effect on the effective date of this Agreement, unless such policies, rules, regulations, past practices, and administrative interpretations are superseded by changes negotiated with this bargaining unit, or matters mandated by legislation, regulation, or other legal authority.
- 4.5 Except as otherwise provided herein, this Agreement is complete in and of itself and sets forth all terms and conditions of the Agreements between the District and Association pursuant to Chapter 41.56 RCW.

Article 5 – Distribution of the Agreement

- 5.1 Within the first thirty (30) school days following execution of this Agreement, the District shall make the Agreement available electronically on the District's website and host a meeting for Association representatives and District administrators to review new provisions and commonly misunderstood provisions. The electronic copy shall be downloadable, include all Memorandums of Understanding and Letters of Agreements, and be both ADA-compliant and fully searchable. The District shall deliver 350 printed copies to the Association to be distributed as chosen by the Association. A printed copy of the CBA shall be given to each employee who requests one. The District and Association shall provide "just in time" reminders about contract provisions throughout the school year.

Article 6 – Association Rights

- 6.1 The parties agree that there shall be two collective bargaining agreements between NSEA and the District: one agreement for the bargaining unit representing non-supervisory certificated staff, and one agreement for the bargaining unit representing ESP staff. In order to most efficiently achieve the mutual interests of the parties, these agreements shall be bargained jointly, with simultaneous expiration dates. The parties agree that joint bargaining includes the following elements:
- The District and NSEA shall each have a single bargaining team with the authority to bargain both agreements.
 - The parties may agree at times to utilize bargaining subcommittees to maximize efficiency.
 - Proposals may include elements germane to either or both bargaining units.
- 6.2 The District agrees to notify the Association in advance of the time and location of new employee orientations. The District agrees to provide the Association at least a week's notice of the orientation date and time. The Association may request to meet with the employee after the orientation, but such meeting is voluntary and on the employee's own time.
- 6.3 The District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and the Association. No employee may be mandated to attend the meetings or presentations by the Association. The District shall provide the Association with access to the new employee within ninety days of the employee's start date within the bargaining unit. The access shall be for no less than forty-five (45) minutes and shall occur during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and the Association.
- 6.4 The District will provide copies of the new hire letters to the Association in a timely manner. Such notification may be sent electronically. This letter provides the employee's start date, location, hours, and position. Upon request by the Association, the District will provide a roster of all employees which includes employee name, job title, location, last four digits of the employee's social security number, cell number,

email address, home address, and home phone number, when such information is held by the District.

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

6.13 Dues Deductions

- 6.13.1 Within five (5) days of execution of this Agreement or by September 10, whichever date comes later, the Association shall give written notice to the District of the amount of dues required for Association membership.
 - 6.13.2 Following the commencement of employment or the beginning of the school year, whichever date is later, each employee, with the exception of substitute employees, may sign and deliver to the District an assignment of wages authorizing payroll deduction of Association dues. Receipt of such individual assignment shall be a condition precedent to the District's obligation to deduct and transmit to the Association dues.
 - 6.13.3 One-twelfth (1/12) of the annual Association membership dues shall be deducted from each employee's pay beginning with the pay period for September and transmitted to the Association as provided by Section 6.13.5 below.
 - 6.13.4 Dues deductions for employees who commence contracted service after the beginning of the school year or who terminate before June shall be prorated at one- twelfth (1/12) of the total annual Association dues for each month served.
 - 6.13.5 The District shall transmit to the Association on a monthly basis the membership dues which have been deducted in accordance with this Agreement, using those forms provided by the Association, which may appoint for purposes of membership dues and insurance premiums collection by an Association affiliate. It is understood and expressly agreed that payment of such amounts shall not constitute District recognition of said affiliate as bargaining representative for employees, but shall merely authorize the District to pay such amounts to the Association affiliate as collection agent for the Association.
 - 6.13.6 An assignment of wages authorizing payroll deduction of Association dues shall continue in effect from year to year unless the employee submits a written revocation to the Washington Education Association. Upon receiving such written notification from the employee, the Association will notify the District in writing to cease the payroll deduction of dues for that employee.
 - 6.13.7 In the event that a change in law allows for an agency union shop, the District and Association agree to re-establish an agency shop relationship for the purposes of Association security, and re-open Article 6 to re-establish the terms of the agency shop relationship.
- 6.14 The Association will indemnify and hold harmless the District, its officers, agents, or employees against any claim made or any suit instituted against the District or said persons, individually or severally, resulting from the correct implementation of the provisions of this Article, provided that the Association shall have the right, but not the duty, to designate, and pay all costs for, the attorney who may assist in the defense of any suit brought against the District as a result of these provisions.

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

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

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

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

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

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

6.18 The District will reserve 10 positions for representatives appointed by NSEA on the Racial and Educational Justice Committee. Current NSEA members of the REJ committee will complete their multi-year terms; as positions open NSEA will appoint the new members for a consistent total of 10 NSEA represented members. Each ESP employee on this committee shall be paid at the employee's hourly rate as documented on a timesheet.

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

Article 7 – Association and Administration Leadership Team

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

7.2 Commitment to How We Will Do Business

7.2.1 Respect

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

7.2.2 Trust

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

7.2.3 Support

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

7.2.4 Consensus

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

7.2.5 Public Communication

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

7.2.6 Focus

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

7.2.7 Commitment

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

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

7.4 The AALT will meet on a monthly basis and will be comprised of up to nine (9) Administrators from the District and up to six (6) certificated representatives from the Association and up to three (3) ESP representatives from the Association. The co-chairs of the AALT will be the Association President and Superintendent or their designee.

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

7.5 The Association and Administration Leadership Team (AALT) is the forum for implementing this Article. The District shall inform the Association when significant changes in District adoptions, programs (understood in the broadest way possible), professional development, instructional initiatives, technology, or curriculum as well as state initiatives or mandates (e.g., the classroom teacher evaluation system, induction for new teachers, state assessment changes, common core standards) are under consideration or preliminary plans are being made in order to provide the Association with a timely opportunity to dialog and provide input prior to a decision. “New District Initiatives” shall be a standing agenda item at all the AALT meetings. When there are questions whether a building-level initiative has District-wide implications, SDLTs and building administrators shall consult with Executive Directors of Schools and Association leaders to check if building-level initiatives are significant or broad enough to be added to the AALT agenda. Inclusion of new District initiatives on the AALT agenda is not intended to inhibit the creativity or urgency of building-level and District-wide initiatives, or to modify the authority for any person or group authorized to make decisions.

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

7.6 In the event NSEA brings concerns regarding building climate to the AALT, the parties shall mutually develop a joint plan of action to address the concerns. AALT will make a recommendation to the Superintendent on a professionally-vetted staff climate survey which will be administered District-wide every two years. District-wide results disaggregated by level will be reviewed by AALT. Building-level results will be shared with and reviewed by the building SDLTs and shared with the NSEA president.

Article 8 – Monitoring the Agreement

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

Article 9 – Non-Discrimination and Citizenship Rights

- 9.1 There shall be no unlawful discrimination against any employee or applicant for employment by reason of race, creed, religion, color, marital status, sex, age, national origin, genetic information, sexual orientation, gender expression or identity, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, or use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification, or because of their membership or non-membership in employee organizations or in their exercise of other rights under Chapter 41.56 RCW, Public Employees Collective Bargaining Act. Sexual harassment shall be considered a form of sex discrimination.
- 9.2 Employees are entitled to full rights of citizenship, and the proper exercise thereof shall not be grounds for any discipline or discrimination against an employee.
- 9.3 There shall be no unlawful discrimination or retaliation against any employee for utilization of the grievance procedure or for the appropriate exercise of rights they may have under this Agreement.
- 9.4 Employees have the right to work in an environment free of sexual harassment as defined by and under the provisions of applicable laws. An employee who has a complaint regarding sexual harassment may file that complaint with the employee's supervisor or the Superintendent or their designee in an attempt to resolve the complaint on an informal basis. This provision does not grant the employee the right to file a grievance regarding sexual harassment through the provisions of this Collective Bargaining Agreement. However, it does not prohibit the employee from exercising their rights in any other appropriate legal forum.

Article 10 – No Strike/No Lockout

- 10.1 The District will not lock out its employees and the Association will not cause or encourage its members to engage in any strike or other work stoppage for the duration of this Agreement.
- 10.2 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.

Article 11 – No Contracting Out

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

Article 12 – Length of Work Year

12.1 For ESP employees, the length of the work year shall be for a minimum one- hundred eighty (180) days.

12.2 In addition to the 180 accountable days, sixty-two and one-half (62.5) professional hours will be provided as optional paid work hours for employees whose regular work assignment is 182 days or less. A minimum of twenty-two and one-half (22.5) professional hours will be scheduled by the District for work days prior to the first student day of the school year for professional development, preparation, and in-service activities at the building level.

The remaining professional hours are optional and may be used for activities extending beyond regularly scheduled work hours such as, but not limited to: Evaluation Team meetings, IEP meetings, grade level meetings, staff meetings, field trips/community access trips, open house functions, duties at other after school events, building site-development meetings, adaptation of instructional materials for specific student needs, collaborative preparation with certificated employees, building based activities or projects for implementation of Action Plans, and professional development activities. These hours will be paid at time and one-half for any hours beyond forty (40) work hours per week. Employees hired after the school year begins will receive a prorated amount of forty (40) professional hours. On each employee's electronic pay statement, the District shall show the employee's individual professional hour balance.

12.2.1 Forty (40) professional hours will be provided as optional paid work hours for employees whose regular work assignment is 183 days or more. These professional hours may be used for the same purposes described in Section 12.2. These hours will be paid at time and one-half for any hours beyond forty (40) work hours per week. Employees hired after the school year begins will receive a prorated amount of these professional hours. On each employee's electronic pay statement, the District shall show the employee's individual professional hour balance.

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

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

12.2.3 Contingent upon the Washington State Legislature maintaining apportionment funding for the 180-day school year, the work calendar for

Article 12 – Length of Work Year

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

- A. On the three days that certificated staff return prior to the start of school, Registered Nurses will not be expected to participate in general building staff meetings beyond a total of 4 hours and will be scheduled in collaboration with their building administrator.
- B. In emergency situations, Registered Nurses will not be required to seek preapproval for the use of pool hours and will notify their building administrator within 24 work hours after the emergency.

12.3 Professional Hours

- 12.3.1 A pool of three thousand three hundred (3,300) hours shall be provided for use by employees for the same purposes enumerated in Section 12.2 subject to principal or supervisor approval, after the exhaustion of the employee's individual allocation. Employees must submit hours worked on their regular timesheet for the month in which the hours were worked. Hours worked in August shall be charged to the subsequent year's professional hour balance. A report on the use of hours will be provided monthly to the Association. Unused hours shall not be carried over to the succeeding year.
- 12.3.2 The District will bi-annually publish a memo to ESPs and their supervisors on the use and procedures of Professional and Pool hours and where their Professional Hours balances are tracked. As part of this memo the District will inform ESPs that any PD that is offered externally (including NSEA, WEA, and NEA) are also eligible for use of their Professional Hours. Further, the memo will include reference and instructions to ESPs on the use and access of the Staff Development Fund (Section 30.1).

12.4 Holidays

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

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

- 12.4.1 To be paid holiday pay, the employee must work either the work day preceding the holiday (or day(s) of observance) or the work day following the holiday (or day(s) of observance), or be on paid leave the work day preceding or the work day following the holiday (or day(s) of observance).

On school years in which Labor Day falls outside of the employee's work year calendar, employees who work or are on paid leave for the first day of the employee's work year calendar will receive holiday pay for Labor Day. On school years in which Juneteenth (or day of observance) falls outside of the employee's work year calendar, employees who work or are on paid leave for the last day of the employee's work year calendar will receive holiday pay for Juneteenth.

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

- 12.4.3 When any of the preceding holidays fall on a weekend, weekdays following and/or preceding that weekend shall be designated as the day(s) of observance.

12.5 School Year Calendars

- 12.5.1 Calendars will be developed for each year of the duration of the contract plus one year ahead, using the following parameters:
- A. Every year by June 30 NSD and NSEA will agree on the calendar for the school year two years ahead (i.e. by June 30 of 2024, for the 2025-2026 school year).
 - B. The first student day will be on a Tuesday or Wednesday depending on whether it will end the school year before Juneteenth.
 - C. The student year will begin before Labor Day if Labor Day falls on September 5, 6, or 7 and begin after Labor Day if the Labor Day falls on September 1, 2, 3, or 4.
 - D. The Wednesday before Thanksgiving will be a half-day at all levels.
 - E. Winter break will be scheduled over a period that includes three full weekends.
 - F. Mid-winter break will be scheduled during the week of Presidents' Day.
 - G. Spring Break will be scheduled during the third quarter.

Article 13 – Workday Provisions

- H. Three (3) emergency closure make up days will be included in the calendar, to be used if needed and scheduled following the last student day in June.
 - I. Early release days will be scheduled on Wednesdays.
 - J. Professional days will be scheduled on the Tuesday, Wednesday, and Thursday of the week prior to the first student day.
 - K. The District will provide clear and consistent communication opportunities for constituent groups, including staff and families, to plan for the future.
- 12.5.2 The parties will jointly determine elementary conference dates when developing future calendars.
- 12.5.3 If a change in the approved District calendar occurs, District representatives and Association representatives will meet to mutually determine the following:
- A. Necessary adjustments in the calendar;
 - B. When employee work days will be rescheduled;
 - C. Changes in calendar-related items.

Article 13 – Workday Provisions

- 13.1 The workdays shall be continuous for all employees, except for employees working as crossing guards and/or performing playground supervision, for whom a split shift may be scheduled by mutual agreement between the employee and the District prior to the start of the position and/or each school year. Employees are not to work beyond scheduled work time without prior approval from the building principal/supervisor. If meetings are required, adjustment of schedules will be made with agreement of the employee or the time will be paid.
- 13.2 The minimum work day assignment for employees in this unit, excluding School Assistants, School Technology Specialists, and Campus Supervisors, will be four (4) hours (except for LAP and ELD.) LAP and ELD employees will have a minimum average work week schedule of twenty (20) hours. Such employees shall be considered to work an average four (4) hour day if their regular work week schedule is five (5) hours/four (4) days a week. The work week shall be Monday through Friday unless an alternate workday or workweek is agreed to by the employee, the building/site supervisor, the Program Coordinator, and the Director of Human Resources.
- 13.2.1 It is understood and agreed upon that LAP and ELD employees may need additional hours assigned to allow for holiday pay and still allow for twenty (20) hours per week when students are present. For example, if a holiday falls on a Friday, LAP and ELD employees will be paid for the Friday holiday and work Monday through Thursday as scheduled with students.

13.2.2 LAP and ELD employees will work with their District Administrator or Building Administrator to establish necessary planning times when such employees are responsible for implementing student instruction with minimal direction. Such planning time will normally be for thirty (30) minutes daily.

13.2.3 Nurses selected as regional team leaders that work less than eight (8) hours per day will be allocated an additional two and a half (2.5) hours per week and will be provided with ten (10) days release for team leader responsibilities.

Employees in Nurse Team Leader roles in the 2022-23 school year who continue in this role will continue to be assigned 8 hour days.

In the event of a potential future pandemic or outbreak, Nurse Regional Team Leaders will be invited to provide input on any District processes and policies related to the crisis.

13.2.4 On days when students are scheduled for early release or late arrival, employees shall work their regular work hours, unless alternative scheduling is agreed to between the employee and principal providing an equivalent amount of worktime.

13.3 For the purposes of class overloads or when the District determines temporary assistance is needed, employees may accept additional hours beyond four (4) hours per day or twenty (20) hours per week for a period not to exceed forty-five (45) school days without insurance benefits.

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

When unforeseen job-related circumstances cause an employee to miss scheduled break(s), the employee will notify their administrative supervisor before or as soon as reasonably possible after the missed break and mutually agree on a time later that same day, or to flex that missed time within the same and/or following work week. In emergencies during which an employee misses a duty-free meal period, the employee will notify their administrative supervisor before or as soon as reasonably possible after the missed meal period and mutually agree on an alternative time that same day, and if that is not possible, the employee will be paid for the worked time at the applicable hourly rate, including overtime if applicable.

One-on-One Paraeducators who are working in secondary schools, and who accompany their student to various classes, shall be provided in writing with specific times for regularly scheduled breaks (relief periods) and duty-free lunches to ensure

that other staff are scheduled to provide them with relief from supervision of their assigned student(s).

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

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

- A. Employees may choose to use 30 minutes of flex time weekly during non-student time, build in breaks during student time, or accrue the time, up to 18 hours annually to use at different times. If staff choose to use the 30 minutes during non-student time at the end or beginning of the day they may choose to not be on campus.
- B. To use accrued flex time during student contact time, employees will request a substitute.
- C. Flex time requested during student contact time or during a staff meeting must be approved at least one day in advance by the supervisor.
- D. Flex time may be used to cover non-student work time during a late start due to inclement weather.
- E. Flex time may be used to cover non-student work time during a program cancelation due to inclement weather.
- F. Should an employee arrive to work and find that their assigned student(s) is absent, they will be permitted to take flex time during the student absence. This is as long as they have consulted with the certificated teacher and ensured the room has adequate coverage (e.g. other staff are absent with no substitute coverage).

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

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

- 13.6 Nothing in this Agreement shall require the employer to keep offices or buildings open in the event of inclement weather, nor when otherwise prevented by a natural disaster. When schools are closed to students, due to the above conditions, employees shall not be required to report to their job assignments and shall suffer no loss of pay. If school closures necessitate the addition of days extended to the school year or time added to the school day to meet the state requirements for school days and instructional minutes, then the employees of this bargaining unit will be required to work the additional minutes and/or days. If the state waives days due to emergency closures, the employees of this bargaining unit will be required to make up only the time required by the state, and will be granted paid leave for any assigned hours not worked due to the waived days.
- 13.7 If an employee needs extra time to complete their job requirements due to a school closure, the employee may request supervisor approval to use professional and/or pool hours.
- 13.8 If an employee is required to work during assigned hours that have been waived for other employees of this bargaining unit, the employee will receive compensatory time for the hours worked.
- 13.9 If the District closes buildings for emergency purposes prior to the end of an employee's assigned work hours, the employee shall be compensated for the full day.
- 13.10 If an employee is unable to report to work due to inclement weather conditions and the building is open, the employee may use emergency leave or earned compensatory time or may take leave without pay.
- In the event of building closure due to emergency reasons, each employee will be given the opportunity to make up time missed when the District schedules make-up days for teachers.
- 13.11 Employees requested by the building administrator to accompany students on day or overnight field trips will have all expenses covered, including their hourly rate of pay, for additional hours and entrance fees. Employees are not required to attend overnight trips.
- 13.12 In the event of an emergency which forces students to stay beyond the normal student day (i.e., snow, earthquake, late arrival of buses, etc.), employees may be asked by their supervisor to stay at the work site to assist with student supervision. Such employees will be paid their hourly rate and any overtime, if appropriate, for such duty.
- 13.13 Nurse Schedules**
- 13.13.1 At the beginning of the school year, nurses and principals should work together and document in writing, the nurse's schedule for the year. Nurses and building administrators at sites staffed at less than 7.5 hours a day shall meet and agree, in consultation with the District's Health Services Supervisor, on reasonable duties and responsibilities in light of the shorter workday. As allowable under state and federal law and with agreement from the principal, nurses may voluntarily elect to waive their duty-free lunch and instead maintain the nurse's office open and services provided during which time they shall be paid. In addition, if nurses are expected to

Article 13 – Workday Provisions

- work their unpaid duty-free lunch (including being on-call to respond to any calls or needs), they shall be paid for this on-call time.
- 13.13.2 At schools whose enrollment generates a 6.5 hour nurse, the workday shall be 7 continuous hours per day, with a 30 minute duty-free lunch at or around the mid- point of the shift (32.5 hours per week), and the 2.5 hour flex-time provision shall not apply.
- 13.13.3 At schools whose enrollment generates a 7 hour nurse, the building administrator in consultation with the nurse shall decide whether:
- A. The workday will be 7 continuous hours per day, with a 30 minute duty-free lunch at or around the mid-point of the shift, with 2.5 hours to be scheduled flexibly during the week (35 hours per week); or
 - B. The work day will be 7.5 continuous hours per day, with a 30 minute duty-free lunch at or around the mid-point of the shift without application of the 2.5 hour flex-time provision (35 hours per week).
- 13.13.4 At schools whose enrollment generates a 7.5 hour nurse, the workday will be 7.5 continuous hours per day, with a 30 minute duty-free lunch at or around the mid- point of the shift, with 2.5 hours to be scheduled flexibly during the week (37.5 hours per week).
- 13.13.5 Nurses working an 8 hour shift shall work 8 continuous hours with a 30 minute duty-free lunch at or around the mid-point of the shift, with 2.5 hours to be scheduled flexibly during the week (40 hours per week).
- 13.13.6 An employee required to travel during the workday shall only be required to travel between schools once during the workday, and shall be provided a 30 minute, duty- free lunch and mutually agreed-upon transition and travel time, to be scheduled in writing. Employees will be reimbursed at the approved IRS-mileage rate when using a personal vehicle for District business (Section 46.1).
- 13.13.7 In the event that a nurse is assigned to two (2) schools, they shall receive three (3) additional eight (8) hour days to open and close the two (2) schools. These days shall be scheduled at the nurse's discretion and recorded on a timesheet.
- 13.13.8 Employees who are assigned to instruction shall not be requested nor required to leave their assignment in order to meet the needs created by the absence of a nurse.
- 13.14 Nurses shall not be assigned to provide medical or emergency coverage for graduation ceremonies unless such coverage is mutually agreed upon by the nurse and the appropriate administrator(s). A nurse who accepts the assignment shall be responsible only for the graduating students and assigned staff and shall have no responsibility for other persons in attendance. Nurses will follow District emergency procedures when accepting this assignment.

- 13.15 Classified staffing allocations will be based on enrollment projections for the following year and will be adjusted once (upward only) based on October 1 enrollment. Prior to any modification of the current staffing standards or practices, the District shall consult with NSEA, and provide an opportunity for input.

Article 14 – Workload

14.1 Nursing Staff Levels

- 14.1.1 Each high school will be provided a minimum of one and one half (1.5) eight-hour-per-day nurse positions. Elementary and middle schools will be provided a minimum of one (1) 6.5 hours per day nurse position and maintained at the same level of nurse hours as the 2025-2026 school year or greater.

14.1.2 Float Nurse

The District shall employ a minimum of 1.0 FTE nurse float. The 1.0 FTE float position will continue to support Canyon Creek & Skyview, while supporting other District buildings as needed and determined by the Health and Nursing Services Supervisor, provided the combined total enrollment remains at or above 2,000 students.

- 14.1.3 Nurses who bill services to Medicaid shall be compensated at their hourly rate of pay for 10 minutes per month for each student for whom billing is submitted. If a nurse is assigned 8 hours per day and has another part-time nurse in their building, the part-time nurse will be assigned the building's Medicaid billing whenever reasonably possible.
- 14.1.4 Nurses at elementary and middle schools where enrollment exceeds 600 will be provided an additional 15 pre-approved professional pool hours to be used in August.
- 14.1.5 Registered Nurses and Building Administrators are required to submit the "No-Nurse" plan by the fourteenth (14th) day of school to the Health and Nursing Services Supervisor.

14.2 School Technology Specialist (STS) Days and Assignment

- 14.2.1 The District will assign an additional five (5) paid days to each STS before and/or after the school year (for a total of 185 annual work days), which will be scheduled in collaboration with their administrator.
- 14.2.2 The supervising building administrator and STS will meet annually to determine the STS daily schedule with input from the STS supervisor.
- 14.2.3 The assignment of any significant new job duties or major projects to the STS job classification (e.g., construction), will be discussed between the parties at ITLC and AALT prior to being assigned to STSs.

14.3 School Assistant Schedules

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

14.4 Mental Health Specialists

- 14.4.1 The Director of Student Services, and the Mental Health Specialists, shall develop a model for caseload assignments and then implement this model in subsequent years. This shall be a part of monthly team meetings. The caseload assignment model for District employed Mental Health Specialists, not assigned to special education, will consider the needs of students furthest from educational justice, rather than only the students' schools.
- 14.4.2 Eighty percent (80%) of District Employed Mental Health Specialists' work day shall be in direct service to students. Twenty percent (20%) shall be designated for caseload management (documentation, family outreach, referrals to community resources, etc.). For example, this may be scheduled as four (4) days with students, one (1) day for caseload management, but shall be scheduled with their supervisor.
- 14.4.3 At each work site, Mental Health Specialists shall have access to a confidential workspace when scheduled to be at that location.
- 14.4.4 The primary role of the District Employed Mental Health Specialist is to serve as an interventionist. Once a Mental Health Specialist has been assigned a new student to their caseload, they will consult with the referring guidance team and the student's counselor, and the supervisor for Mental Health Specialists on the appropriate evidence-based intervention and timeline.

14.5 Dean of Students (Deans) Days and Assignment

- 14.5.1 The work year for Deans shall be 199 work days.
- 14.5.2 Three of these days will be flexible and scheduled in collaboration with their administrator.
- 14.5.3 Each year, AALT will review specific school programs, enrollment numbers, and the number of building administrators assigned to each school when determining which schools the Dean positions will be assigned.

- 14.5.4 If, for any reason, the allocation for Deans is ever reduced, the least senior (using ESP Seniority as defined in 35.2) of the Deans will be displaced and will be placed in an ESP I, II, or III vacancy for which they have the qualifications. If a Dean holds a teaching or ESA certificate, they may be placed in a certificated vacancy in which they are endorsed.
- 14.5.5 As long as total elementary and middle school student head count remains at or above 13,000, the District will provide a minimum of six (6) full-time Dean of Students positions.

14.6 Campus Supervisors

14.6.1 Staffing

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

14.6.2 Position Expectation

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

14.7 English Language Development (ELD) Services and Staffing Model

- 14.7.1 In the 2026-2027 school year, the District will allocate ELD staffing based on the ELD staffing matrix included in the memorandum attached to this agreement. Beginning in the 2027-2028 school year, the District will transition English Language Development (ELD) services to a needs-based staffing model reflecting numbers of students being served and the intensity of support required by newcomer students:

Article 14 – Workload

- Level 1-2 students counted as 1.5 (require intensive daily instruction)
- Level 3 students counted as 1.0 (require sustained support)
- Level 4-5 students counted as 0.5 (require integrated support)
- Monitor students counted as .1 (require monitoring)

The District will allocate certificated FTE and paraeducator hours to each worksite based on the weighted total of ELD services for that worksite, as follows:

Certificated ELD Staffing Allocation					
Worksite ELD Services - Weighted Total	Elementary Cert FTE	Secondary Cert FTE	Worksite ELD Services - Weighted Total	Elementary Cert FTE	Secondary Cert FTE
.1 - 9.99	0.1	0.2	137 - 143.99	2.1	2.2
10 - 16.99	0.2	0.2	144 - 150.99	2.2	2.2
17 - 22.99	0.3	0.4	151 - 156.99	2.3	2.4
23 - 29.99	0.4	0.4	157 - 163.99	2.4	2.4
30 - 36.99	0.5	0.6	164 - 170.99	2.5	2.6
37 - 43.99	0.6	0.6	171 - 176.99	2.6	2.6
44 - 49.99	0.7	0.8	177 - 183.99	2.7	2.8
50 - 56.99	0.8	0.8	184 - 190.99	2.8	2.8
57 - 63.99	0.9	1.0	191 - 196.99	2.9	3.0
64 - 69.99	1.0	1.0	197 - 203.99	3.0	3.0
70 - 76.99	1.1	1.2	204 - 210.99	3.1	3.2
77 - 83.99	1.2	1.2	211 - 217.99	3.2	3.2
84 - 89.99	1.3	1.4	218 - 223.99	3.3	3.4
90 - 96.99	1.4	1.4	224 - 230.99	3.4	3.4
97 - 103.99	1.5	1.6	231 - 237.99	3.5	3.6
104 - 109.99	1.6	1.6	238 - 243.99	3.6	3.6
110 - 116.99	1.7	1.8	244 - 250.99	3.7	3.8
117 - 123.99	1.8	1.8	251 - 257.99	3.8	3.8
124 - 130.99	1.9	2.0	258 - 263.99	3.9	4.0
131 - 136.99	2.0	2.0	264 - 270.99	4.0	4.0

ELD Paraeducator Hours Allocation			
Worksite ELD Services - Weighted Total	Weekly Para Hours	Worksite ELD Services - Weighted Total	Weekly Para Hours
0 - 12.99	0	120 - 145.99	100
13 - 34.99	20	146 - 172.99	120
35 - 47.99	32.5	173 - 198.99	140
48 - 65.99	40	199 - 225.99	160
66 - 92.99	60	226 - 252.99	180
93 - 119.99	80	253 - 278.99	200

- A. Should the weighted total exceed the levels listed in the staffing matrix above, the parties shall determine the appropriate allocation in alignment with the formula used to create the staffing matrix.
- B. The District will provide an additional allocation of ELD certificated FTE and/or paraeducator hours beyond any formula driven staffing to support imbalances in workload or other unique needs. This allocation will be equal to 3.7 certificated FTE, 300 weekly paraeducator hours, or a combination of positions from both bargaining units equivalent to the cost of 3.7 certificated FTE. As classified FTE funded by this additional staffing allocation is vacated, any use of this additional staffing allocation for paraeducator hours shall be converted to certificated FTE through natural attrition.
- C. No ELD paraeducator will be subject to a reduction in hours or a reduction in force as a result of the transition to this new staffing model, but may be displaced. If there are no other positions to which the paraeducator may be displaced, the additional staffing allocation in the paragraph above will be used to maintain the employee's hours or position.
- D. ELD teachers and building administrators may contact the administrator in charge of Human Resources to request a conversion of certificated staffing to paraeducator staffing or paraeducator staffing to certificated staffing, at a conversion of 15 daily paraeducator hours per 1.0 certificated FTE. The prorated conversion of partial certificated FTE or less than two paraeducator positions may occur by joint agreement between the Association and the District. This conversion would occur in the Spring for the following school year or under extenuating circumstances related to mid-year staffing allocations.
- E. The District will fill vacancies for certificated or paraeducator ELD positions with FTE or substitutes even when in the last 60 days of the school year.

- 14.7.2 The parties agree to develop guidance regarding best practices in leveraging ELD paraeducators to support multilingual students qualifying for ELD services and distribute. The guidance will be distributed to building administrators, certificated instructional staff, and ELD paraeducators.
- 14.7.3 ELD paraeducators will have access to instructional support materials as necessary to support multilingual students qualifying for ELD services.

14.8 Speech Language Pathologists (SLP) Workload

A level 2 position will be created in the CBA for a licensed SLPA (Appendix B) to fill vacancies prior to contracting agency SLPAs. SLP paras will be assigned to work in partnership with the SLP department leads and a special education director to create a regional response to support students and staff.

14.9 Mid-Level Blended Staffing Model

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

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

14.10 Early Childhood Staffing

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

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

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

14.11 Conversion of Staffing Allocation

Special education teachers and building administrators may contact the administrator in charge of Human Resources to request a conversion of two full-time special education paraeducator FTE into 1 full time special education case manager FTE. This conversion would occur in the Spring for the following school year.

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

- 14.13 Employees required by the District to bill services to Medicaid shall be compensated at their hourly rate of pay for 10 minutes per month for each student for whom billing is submitted.

14.14 Delivering Specially Designed Instruction

14.14.1 In alignment with WAC 392-172A-02090(1)(i), ESP staff, including paraeducators, may deliver SDI provided it has been designed by and actively supervised by licensed special education staff. Paraeducators and other ESP staff may be required to provide data related to a student's IEP, but are not responsible for the monitoring or evaluation of specially designed instruction (SDI). For the purposes of this section, "supervision" is defined as a minimum of monthly collaborations between the supervising special education staff member and the staff providing SDI. These collaborations may include instructional design, modeling and training, monitoring implementation, and data tracking and adjusting. Collaborations may occur in person or other methods mutually determined by the special education and other staff involved.

14.14.2 Paraeducators and other ESP staff serving special education students will have access to instructional support materials as necessary to support SDI to qualifying students.

- 14.15 Professional development creation or instruction by bargaining unit members shall be voluntary, except where included in the job description for a job classification or already a responsibility of a stipended position. These tasks shall not otherwise be assigned, required, or included as part of an employee's job duties or evaluation.

Employees who provide professional development instruction outside of their job description or stipend responsibilities shall be compensated at their hourly rate, as follows: one (1) hour of preparation for classes lasting one (1) to three and one-half (3.5) hours and two (2) hours of preparation for classes exceeding three and one-half (3.5) hours, with preparation time paid once per class regardless of the number of times the class is taught; one-half (0.5) hour before and one-half (0.5) hour after each class session; and all actual hours of instruction. In extenuating circumstances, including more complex or large-scale professional development, additional compensation may be approved upon request.

Article 15 – Multi-Tiered Systems of Support

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

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

Article 15 – Multi-Tiered Systems of Support

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

15.1 MTSS Teaming Structures

- 15.1.1 District MTSS Teaming Structures include the MTSS Advisory Committee (MAC), the Universal Support Leadership Teams (SDLTs), Grade Level/Department PLCs, and the Intensive Support Guidance Teams (GTs). To enable each school to implement the essential components of a comprehensive NSD MTSS Whole Child Framework, the District and/or Association agree to implement and facilitate improvements in the aforementioned Teaming Structures and other areas as outlined in the remainder of this Article.
- 15.1.2 All staff will be educated on MTSS systems, structures and processes (all levels, District admin, building admin, ESA, Certs, etc.). Teams will be provided training about roles and responsibilities. Training will be provided yearly. Ongoing support will be offered for existing teaming structures. Communication about MTSS roles, expectations, systems, structures and processes will utilize multiple avenues (e.g., email, PD Calendar, etc.).
- 15.1.3 Buildings will facilitate a District-created annual orientation regarding the roles and responsibilities of the SDLT and Intensive Support Guidance Teams.

15.2 MTSS Advisory Committee

- 15.2.1 The MTSS Advisory Committee (MAC) will:
 - A. Be revised yearly with District and Association leadership to ensure the team's composition is representative of involved parties. NSEA reserves the right to select and appoint its members to the MAC. The District will select school administrators as part of this team. NSEA and NSD will each appoint 8 members to this team. The committee will be co-chaired by one co-chair selected from among the committee members by NSEA and one co-chair selected from among the committee members by the District.
 - B. Meet regularly at times mutually agreed upon by team members and not more than one time per month of each school year.
 - C. Make recommendations for systems, structures, and/or processes to support the NSD MTSS Implementation Plan and other MTSS work with review by AALT for any workload impacts.
 - D. Create recommendations for systems, structures, and/or processes for elementary and secondary teams to collaborate that will allow staff who serve multiple grade levels and/or serve similar content areas to work with each of their teams.

- E. Share recommendations for systems, structures, and processes developed by the team with AALT prior to dissemination of information and/or training in schools.
- F. Provide guidance for all staff on the purpose, process, membership, roles and responsibilities, and procedures (before-during-after) of Guidance Teams (GTs). The MAC will continue to revise and improve the process.
- G. Work in collaboration to ensure the greatest support and access for students' needs across the District.

15.2.2 In support of school-based teams, the District, with consultation by the MAC, will create an inventory of supports available to the buildings (staff time, sub pool hours, PD, curriculum, behavior or academic supports, interventions, etc.).

15.2.3 To ensure employee voice, the MAC will create, and review a feedback loop process. This process will identify how staff can help inform recommendations and provide feedback/concerns throughout the year. Minutes from MAC meetings and received input/feedback/concerns will be shared with AALT. The MAC shall provide regular updates to the Executive Cabinet.

15.3 School-Based MTSS Directed Work

15.3.1 To support Northshore's MTSS Implementation, buildings will complete MTSS work identified by MAC.

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

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

15.4 SDLT Implementation of Strategic Action Plans

SDLTs will support the work of each school's Strategic Action Plan. Specifically, SDLTs:

- A. Will determine and analyze the data to be collected (and associated timelines) and used to identify student academic and social-emotional and behavior needs, and informing school-based MTSS supports, as well as monitoring progress. The District will provide SDLTs with guidance, resources, and training. Teachers will not be expected to collect and submit data solely related to SAP goals more than once per quarter.

- B. Will ask representatives from grade level / department / specialized teams to share how their teams are identifying student academic and social/emotional/behavior needs, implementing student supports, and monitoring progress.
- C. May elect to utilize all or part of the SDLT determined student early release occurrences in accordance with the NSEA certificated collective bargaining agreement, to complete any MTSS work identified by the MAC and approved through the appropriate process which includes a discussion at AALT of any workload impacts.
- D. Will work in collaboration to ensure the greatest supports and access for students' needs across the building.

15.5 Intensive Support Guidance Teams (GTs)

15.5.1 Intensive Support Guidance Teams (GTs) will:

- A. Meet at least twice per month.
- B. Will check in with staff who work with students new to the building to see if additional support is needed and create a plan for support and quarterly checkpoints, as necessary.
- C. Be provided with 1) clarified facilitation and participation roles for counselors, ESAs, and other members; 2) other structures and supports for interventions, including templates for agenda management and/or team facilitation to support effectiveness of GT (i.e., review of actions, parking lot items, persons responsible, etc.); and 3) a clear mechanism for addressing GT operational concerns with the building administrative representative and/or through MAC feedback.
- D. Utilize the available District resources and instructional matrices to identify and support students.
- E. Work in collaboration to ensure the greatest support and access for students' needs across the building.

15.5.2 Members of the GT will be compensated for meetings outside the work day at their hourly rate and shall not lose duty-free time if meetings are held during lunch.

15.5.3 All staff will be provided with initial and ongoing training about the function of the GT, as well as the resources in place for how to access GT support. As part of training provided to GTs, ensure all members understand how to support completion of the EL matrix. This is not intended to be completed by the ELD teacher alone. Training will be made available to educators in a variety of venues (e.g., during Staff Meetings, SDLT-identified days, through electronic communication, etc.).

15.6 Grade Level/Department PLCs

- 15.6.1 Educators will continue to meet to engage in MTSS-focused collaborative efforts in building or across the District to:
- A. Complete any work identified by the MAC and approved through the appropriate process which includes a discussion at AALT of any workload impacts.
 - B. Work in collaboration to ensure the greatest support and access for students' needs across the building. These efforts may include, but are not limited to:
 - 1. Reviewing student;
 - 2. Identifying students' strengths, needs, and supports;
 - 3. Monitoring student progress; and
 - 4. Adjusting instruction, interventions and supports based on data.
- 15.6.2 Schools will develop or continue to use the systems designed to share each teams' work related to the school's Strategic Action Plans.

15.7 Related Supports

- 15.7.1 Communication about expectations related to recommended and approved MAC systems, processes and supports will clearly direct staff efforts.
- 15.7.2 The District will provide training to all staff related to MTSS structures, resources, processes, and materials within the school, including professional development related to the "why," "what," and "how" of MTSS and aligned with Northshore's determined Tier 1, Tier 2 and Tier 3 multi-tiered support systems.

Article 16 – Student Discipline

- 16.1 The District and employees shall require acceptable behavior on the part of all students who attend school in the District. Such discipline shall be consistent with the law and the provisions of this Agreement.
- 16.2 The District shall support employees in their efforts to maintain discipline and, further, shall support the authority of using prudent disciplinary measures by employees.
- 16.3 When an employee exercises their authority to control and maintain discipline, said employee may use reasonable and professional judgment concerning matters not provided for in District policy, law, or provisions of this Agreement.
- 16.4 The Student Rights & Responsibilities Committee will meet annually to review and, as appropriate, modify the Student R&R Handbook. Schools will be provided with a copy of the Student R&R Handbook annually for inclusion in their school materials. The Committee will also review District discipline policies and procedures, suggesting any revisions and edits for the Cabinet and Board to consider. The Student Rights and

Article 17 – District Rights

Responsibilities Committee will include NSEA-appointed representatives in addition to District administrators, students, and community members. A minimum of forty percent (40%) of the committee's members will be NSEA-appointed representatives.

- 16.5 The Director of Student Services will explore connections with outside agencies to provide additional onsite and offsite wrap-around student services, including services to support student mental health, drug and alcohol counseling, and family wrap-around services.
- 16.6 On an annual basis, building administrators shall review, preferably prior to the first day of school but in no case later than September 30, the following topics with school staff:
- District policies and procedures for student discipline, including any handbooks distributed to students and families;
 - Any changes in state law around student discipline;
 - Building disciplinary standards and plans;
 - Procedures for classroom exclusions, including responsibilities for supervision and notification of parents;
 - Visual diagrams to support staff and student understanding of behavior consequences;
 - The identities of staff responsible for supporting de-escalation, who have received training in de-escalation; and
 - The identities of staff responsible for supporting restorative practices to use following a disciplinary event.
- 16.7 When information is known, students who have exhibited or have a history of violent or threatening behavior will be identified to the student's assigned staff, and to other staff on a need to know basis as soon as reasonably possible by an administrator or designee. Confidential information will be shared with employees in accordance with the rules and regulations of the Family Rights and Privacy Act as now or hereinafter amended.
- 16.8 When there is a threat at a school that has an adjoining campus (e.g., Northshore Middle School and Woodmoor Elementary, Leota Middle School and Wellington Elementary, Skyview Middle School and Canyon Creek Elementary, North Creek High School and Fernwood Elementary), the adjoining campus will be notified when appropriate.
- 16.9 If employees are required to attend meetings of the threat assessment team outside of their assigned hours or during their duty-free lunch, they will be compensated at their hourly rate.

Article 17 – District Rights

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

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

Article 18 – Evaluation

- 18.1 At the beginning of an employee work year, the employee will be provided with information about work hours, roles and responsibilities consistent with the employee job description, and District rules, policies, and procedures.
- 18.2 All employees shall be evaluated by their appropriate supervising administrator based upon the criteria set forth herein at least once annually. Supervising administrators are encouraged to observe employees prior to the evaluation. In the event there is a concern or problem regarding the employee's performance leading to an unsatisfactory rating in any area, a fifteen (15) minute observation is required. The evaluator shall review the evaluation with the employee and shall afford the employee an opportunity to comment on the evaluation. Appendix C contains the evaluation form.
- 18.3 The employee shall sign the evaluation to certify only that they have seen it and discussed it with their evaluator.
- 18.4 The signed original shall be placed in the employee's personnel file with one copy issued to the employee, and one to the evaluator. No other copies of the evaluation shall be kept by the District.
- 18.5 In the event an employee grieves an alleged violation, misinterpretation, misapplication, unfair application or summation, or non-application of these evaluation criteria and procedures, the District shall not be precluded from establishing probation during the pending of such grievance.
- 18.6 Evaluations will be completed no later than two weeks prior to the end of the school year.
- 18.7 At any time, employees or their Association representative may request the assignment of an alternative evaluator due to allegations of improper evaluator bias, the evaluator's alleged failure to meet District expectations for evaluating employees, and/or other extenuating circumstances. Employees will make such requests by completing an application form provided by the District and submitting the application to the appropriate District administrator, as indicated on the application form. The District will respond by granting or denying the request as soon as reasonably possible. Employees on probation are not permitted to request a change of evaluators, but may request an additional experienced evaluator be included in the evaluation process.

Article 19 – Disciplinary Action

- 19.1 No employee shall be disciplined (including warning, reprimand, suspension, reduction in rank or professional advantage, discharge, or other actions that would adversely affect the employee) without just cause. Any such discipline, including adverse evaluation of employee performance, shall be subject to the grievance procedure hereinafter set forth including arbitration.

Article 20 – New Employee Probation

19.2 No employee will be disciplined without first being given the opportunity to respond to the allegations and evidence in support of discipline. Specific grounds forming the basis for any disciplinary action taken, including details and findings will be made available to the employee and the Association upon request.

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

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

The District will provide employees with access to professional interpretation and/or translation services if needed for conversations that may lead to disciplinary action. Employees may also elect to utilize a preferred support person to provide translation. Information about how to utilize translation and interpretation services will be posted at all worksites.

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

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

Article 20 – New Employee Probation

20.1 A probationary period for all new employees of ninety (90) work days, excluding summer work, will be required.

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

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

- 20.4 Any new bargaining unit employee shall not be eligible to apply for another position until the 90-day probation has been completed, except with the approval of the building principal.
- 20.5 New employees shall be entitled to all other provisions of this Agreement.

Article 21 – On the Job Probation

- 21.1 After the initial probationary period, employees whose services are unsatisfactory may be placed on probation for a period not less than 45 work days, and not to exceed six (6) months. Such probationary status shall be for specified written reasons, based upon evaluation criteria and job description, recorded and made available to the employee, and shall be subject to the grievance process. Specific goals, criteria for improvement and reasonable timelines for improvement will be given to the employee in writing. Meetings will be held by the supervisor every two (2) weeks to review the probationary status and note improvements or continued deficiencies.
- 21.2 The purpose of the on-the-job probation shall be to improve an employee's ability to meet the day-to-day requirements of the job. Failure of the employee to show improvement within a reasonable time may result in notice of probable cause for termination of employment in accordance with procedures set forth in this Agreement, and shall be subject to the grievance procedures. Termination notice of a minimum of fifteen (15) calendar days will be provided to the employee with a statement of specific causes for such termination.
- 21.3 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.

Article 22 – Employee Rights and Protection

- 22.1 The District agrees to hold employees harmless and defend from any financial loss, including reasonable attorney's fees for actions arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act or failure to act by such employee, within or without of the school building, provided such employee, at the time of the act or omission complained of, was acting within the scope of their employment or under direction of the District.
- 22.2 An employee who is assaulted, threatened with assault, or a victim of hate speech during the performance of duties for the District (regardless of where the incident occurs) shall promptly report the incident to the District. In the event that the employee is unable to make such report, the employee's immediate supervisor shall notify the District. Such incidents on employees shall be subject to investigation and will result in appropriate disciplinary or other action for the perpetrator, as determined by the District. The District shall advise the employee concerning procedures for filing a criminal complaint, as appropriate, and shall render reasonable legal assistance in dealing with law enforcement and judicial authorities. Administrators shall follow the District protocol for responding to students who exhibit violent or aggressive behavior. A copy of the current version of the protocol is included in Appendix G of this Agreement. Such protocol shall be amended by the District and Association as appropriate; apply to all District staff persons; and include access to specially-trained behavior and/or mental health staff, referrals for evaluation, and protections for staff

Article 22 – Employee Rights and Protection

and other students. The District's record of injuries maintained for industrial insurance purposes shall identify injuries caused by assaults.

The employee shall be assisted by the supervisor on duty to gain medical attention as appropriate; to report the incident and file charges with appropriate law enforcement agencies; and to report the incident to the Human Resources (HR) Office so that industrial insurance procedures can be initiated. Student assaults shall be recorded in the District's student information system (noted with an icon). Records of student assaults shall be shared with the Association with student identifying information redacted.

In the event that an employee is assaulted, threatened with assault, or is the victim of hate speech during the performance of their duties the employee may choose to:

- A. Meet with their supervisor or designee within two (2) days of the incident or as soon as possible. The employee may also elect to meet with the superintendent or designee during that same period of time;
- B. Meet with the Special Education Director or designee, if appropriate, within two (2) days of the incident or as soon as possible;
- C. Be provided access to the Employee Assistance Program;
- D. Receive additional training; and/or
- E. Be provided other available assistance as needed at the time of the incident, including but not limited to paid administrative leave on the day of the incident.

22.3 An employee who is injured in the course of their employment shall receive compensation and expenses as are prescribed by the Industrial Insurance Compensation Law of Washington (RCW 51). Such compensation shall be supplemented by the individual's accumulated sick leave days to maintain their regular salary until the leave reserve is exhausted. If an employee is not eligible to receive such Worker's Compensation or until eligibility is determined, the District may charge the full absence against any and all sick leave days accumulated by the individual; however, once eligibility is determined, the District shall credit back to the individual that portion of the sick days prorated to the dollar amount provided by Worker's Compensation.

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

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

22.5.1 Employees shall not suffer any financial losses due to stolen, missing or damaged District property that is not the fault of the employee. Stolen or missing property must be promptly reported to local law enforcement and

the District security department. Damaged property must be promptly reported to the school principal and the District's technology department. In the event the District determines that the property loss is the result of employee negligence, disciplinary action commensurate with the cost of the loss may be taken.

- 22.5.2 The Association and the District agree all employees will be provided with access to a secure, lockable facility in which to store their personal belongings. Building administrators will be provided with a list of existing secure facilities and will be required to offer space in these areas to staff for the purpose of securing personal property.
 - 22.5.3 In accordance with Board Policy, the District shall not assume responsibility for the maintenance, repair or replacement of any privately-owned property brought to a school or District function unless the use or presence of such property has been specifically requested in writing by the administration.
 - 22.5.4 Those personal instructional materials and equipment approved for use by and registered with the school principal/administration which are damaged/stolen may be protected for the amount of loss not covered by the owner's insurance, up to \$300.00 for any single occurrence.
- 22.6 Prevention/de-escalation training will be provided annually to all staff P-22. The District will require paid full CPI training and renewal to all employees supporting students with emergency response plans (ERPs). Additionally, the District will provide access to paid full CPI training and renewal to all Early Childhood staff, and all staff supporting students with behavior intervention plans (BIPs). Staff who are not otherwise eligible may request the paid full CPI training through the District administrator in charge of special education, with the expectation that a response be provided within one week. If denied, staff may appeal to the administrator in charge of Human Resources and an NSEA representative. Where practical, this training will be provided prior to the employee's assignment but not later than six (6) weeks following their assignment. The District shall notify employees directly of the required training as far in advance of the training as practicable. Employees will not be required to use professional hours for this training.
- 22.7 The District shall periodically offer training in student behavior management to other employees for whom Section 22.6 does not apply. Training may be offered during non-student time, or employees may use their professional hours for this purpose.
- 22.8 When the District receives a request for public records about an employee, the District shall promptly notify the employee of the specific request. The District shall inform the employee that it will make available documents it intends to release to the employee and the Association, unless the employee objects to making the documents available to the Association. The District shall give the employee and Association a reasonable opportunity (five (5) business days whenever possible) to review the records, request copies, and raise any lawful objection to the release of such records prior to public disclosure. If the number of pages to be released is not greater than twenty (20), the District shall upon request, electronically send them to the Association, provided the employee has not objected. Under RCW 42.56.250, the District will not release personally-identifiable information of employees who are participants in the state's address confidentiality program or have provided a qualifying sworn statement to HR

regarding their or their dependent's status as a survivor of domestic violence, sexual assault, sexual abuse, stalking, or harassment.

22.9 Enrollment of Employees' Children

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

22.9.2 Employees subject to a reduction in force whose nonresident children are enrolled in the District during the prior school year will have the option to remain enrolled in the District until the completion of their K-12 education.

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

22.11 Early Release

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

22.11.2 Employees shall consult with the teacher and/or the principal regarding the use of the time. The Principal and the SDLT representative shall agree on a school year schedule to utilize at least four early release occurrences per year for a meeting of ESP employees, led by the SDLT representative or their designee (or if no SDLT representative, by an individual agreeable to the Principal and the ESP Building Representative), to discuss issues relevant to their work (e.g. operational issues, student needs, professional

development needs), and to facilitate two-way communication with the SDLT representative on decisions and other matters arising in SDLT meetings. An agenda of the meeting will be submitted to the building principal in advance of each meeting. With advance notice to the building principal, a designee of the Association may participate in these meetings as a resource.

- 22.12 Multilingual employees will not be required to leave their regular assignment to provide translation or interpretation services. The District will provide training in the use of interpretation and translation services.
- 22.13 When the District receives notice threatening adverse legal action, legal claim, demand for damages, and/or a lawsuit is filed and the complaint is brought against the employee based on their actions as a District employee, the Association will be notified.
- 22.14 The District will communicate annually about emergency preparedness procedures and will designate times to practice drills. The District will provide student and staff training for catastrophic events, including documentation and explanation of reunification practices.
- 22.15 School staff will be informed annually about the spaces in schools in which District security cameras are placed for safety purposes, including the cameras that are used in common spaces that are also used as instructional spaces (e.g. gymnasiums and theaters).

Cameras in instructional spaces will not record during instructional time, unless agreed upon annually in writing by all instructional employees regularly assigned to the affected area. Such agreement may be revoked at any time by any such employee.

22.16 Microaggressions

- 22.16.1 The District will provide professional development on microaggressions as part of CCDEI (cultural competence, diversity, equity, and inclusion) training at least every two years.
- 22.16.2 Employees who experience microaggressions are encouraged to:
- Contact their building administrator for resources and support;
 - Contact the Racial and Educational Justice Department for resources and support;
 - Use the discrimination policy to assist in addressing microaggressions;
 - Use and reference the District civility policy to assist in addressing microaggressions; and/or
 - Use District policy 4312 (complaint concerning staff or program) if and when appropriate.
- 22.17 Each school shall maintain monthly budget reports for the school in the school office, available to employees upon request.
- 22.18 The District shall provide an Employee Assistance Program for all District employees.

Article 22 – Employee Rights and Protection

- 22.19 Employees shall be allowed to serve as a substitute at times that do not conflict with regularly scheduled duties or other terms of this Agreement (which may be waived by the District and Association in individual cases). This provision will not limit an employee's right to volunteer as an emergency certificated substitute, per section 50.3 and its subsections.
- 22.20 Employees may assign a preferred substitute to a short-term substitute assignment, but shall not be required to do so.
- 22.21 Prior to changing a paraeducator's daily schedule, administrator(s) will consult with the appropriate staff, including the paraeducator, case manager, and classroom teacher(s) impacted by the change.

22.22 Artificial Intelligence

- 22.22.1 "Artificial Intelligence (AI)" is defined as any software, algorithm, or machine-learning system, including but potentially not limited to large language models, chatbots, and automated decision tools that performs tasks typically and/or previously requiring human judgment, experience, and knowledge. This includes both District-licensed platforms and free or consumer-grade tools. Current AI tools include Google Gemini, Microsoft Copilot, Claude, Chat GPT, but the field of AI tools continue to evolve and is not limited to these specific brand names. "Generative AI" is defined as any AI system capable of producing text, images, audio, video, or other content in response to prompts.
- 22.22.2 In no instance may AI be used to dictate instructional decisions.
- 22.22.3 AI may supplement, but not supplant, core professional functions as long as employees retain final authority for such functions. While artificial intelligence (AI) tools may be used productively to assist in the creation and acceleration of various work products, it is essential that the individuals using AI review generated content retain sole responsibility and accountability for the quality, fairness, and accuracy of their work products.
- 22.22.4 AI content is not always predictable. Employees will report to their administrator when student or employee AI-generated content in a classroom violates acceptable grade and age level standards.
- 22.22.5 The District, its administrators, and its staff will only use generative AI tools that have been approved by the appropriate channel (e.g. ITLC for generative AI tools used in instructional settings or CMAC for generative AI tools used in curricula).
- 22.22.6 The District and Association shall continue to monitor and discuss the implementation of AI and its workload impacts, if any, through CMAC, AALT, and other existing committees. See Section 7.5.
- 22.22.7 The District, its administrators, and its staff will not use AI tools to listen to, record, monitor and/or surveil the work of employees without the prior knowledge and written consent of the employee.

- 22.22.8 The District, its administrators, and its staff will not use AI to make disciplinary, evaluative or academic determinations, nor to assign grades or ratings without human review and verification.

Article 23 – Employee Initiated Transfer/Reassignment

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

23.2 Vacancy

- 23.2.1 A vacancy shall be defined, for the purpose of this Agreement, as a position vacated and available through resignation, transfer, termination, retirement or created by the opening of a new school building or a newly created position.
- 23.2.2 When new positions are created or current existing positions are vacated, the building administrator with the approval of the Director of Human Resources can determine whether the hours will be added to existing bargaining unit members, whether one vacated six and one-half (6.5) hour position will become two (2) four hour positions, or whether two (2) four (4) positions may be combined to equal one (1) six and one-half (6.5) hour position. Such decision shall not be made for the purpose of reducing the number of positions eligible for insurance benefits.

23.3 Posting Procedures

Vacant positions will be posted consistent with the following procedures.

- 23.3.1 With each job posting, the District will include the complete job description to provide clarity to the applying employee(s). The District will ensure that positions requiring Crisis Prevention Institute (CPI) (or equivalent) training is included in the job description.
- 23.3.2 All Level I vacancies, that occur during the student school year, with the exception of School Assistant vacancies that are four hours or less, shall be posted for employees for two (2) work days. Vacancies, for the following school year, shall be posted for employees for seven (7) work days. The timeline for posting will run from the first work day in which the posting is posted by 10:00 a.m. LAP, Title I and EL Paraeducators who wish to transfer and who make application for vacancies in those classifications shall be interviewed and selected provided they are qualified, prior to other applicants.
- A. When a new 1-on-1 paraeducator position is created during the student school year, the District will post both internal and external applicants at the same time.

Article 23 – Employee Initiated Transfer/Reassignment

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

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

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

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

23.3.6 Nothing herein shall prohibit the District from maintaining open, continuous postings to establish hiring pools for vacancies not filled through transfer.

23.3.7 Job postings shall be e-mailed to Association building communicators and office managers for posting on staff bulletin boards, and posted on the District website.

23.3.8 Positions outside of the bargaining unit which allow for promotion will be posted on the District website.

23.4 Application Procedures

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

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

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

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

23.4.2 Seniority shall control among employees applying where ability, skills and qualifications are equal. The hiring official shall provide the District's Human Resources office with the interview schedule, selection materials, interview notes and questions from the interview team.

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

- 23.4.4 Within twenty (20) calendar days after the position is filled, the applicant will be notified of the result of the application and interview. An employee not selected for a vacancy shall, at the applicant's request, be provided the reasons for non-selection in writing.
- 23.4.5 Employees are not eligible for transfer until after they have served 90 work days in their current position, except with the approval of the building principal.
- 23.5 All summer school positions will be posted with priority hiring for in-District applicants. Employees working in summer school programs will be paid at the hourly rate of their current Step at the appropriate Level for the summer school position.

Article 24 – District Initiated Transfer/Reassignment

- 24.1 In the event that the District considers a change of assignment for an employee due to a change in program, student enrollment, or building staff needs, the employee shall be notified in writing at least thirty (30) days prior to the proposed transfer/reassignment provided that this thirty (30) days notice may be waived following consultation with the Association and the employee.
- 24.2 The employee shall have the right to meet with their immediate supervisor regarding the proposed transfer.
- 24.3 No transfer as defined above shall be made without the consent of the employee except to prevent undue disruptions of the instructional program, in cases of emergency, change in staff requirement due to student distribution, or program changes.
- 24.4 Any employee accepting the position of an employee on leave shall be reassigned, provided the returning employee returns to their original position.
- 24.5 No employee shall be involuntarily transferred to an area within which the employee does not have the required licensing. If an employee does not have adequate training for the assignment to which they have been transferred, such training will be provided by the District.
- 24.6 When the need for an involuntary transfer exists, the following procedure will be followed:
 - A. The appropriate administrator will first inform the total ESP staff or staff affected by the transfer within the school of the need for transfer and the reason for the need. The administrator will then call for volunteers for transfer.
 - B. If there is more than one volunteer, the qualified employee with the most years of experience in the District whose transfer will resolve the school's excess staffing will have the first right of refusal for the transfer.
 - C. In the event that no ESP employee volunteers, the volunteer lacks required licensure for the position, or the volunteer would not resolve the school's excess staffing, the District shall select for transfer the least senior employee in the job classification (or subclassification if a special education paraeducator), subject to

Article 24 – District Initiated Transfer/Reassignment

the remainder of this Article. At the elementary level, there are four Special Education Paraeducator subclassifications; a) Learning Center and Mid-Level Blended; b) FSA (Functional Skills and Academic), Mid-Level Sensory, and Mid-Level Social/Emotional; c) One-on-One Special Education Paraeducators; and d) Early Childhood. At the secondary level, there are four subclassifications; a) Learning Center; b) FSA (Functional Skills and Academic), Aspire, and Mid-Level; and c) One-on-One Paraeducators, including One-on-One Paraeducators in the ATP/ATI Program; and d) ATP/ATI Program Paraeducator.

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

24.8 An employee whose hours are reduced may (1) elect to be reassigned to a vacancy for which they are qualified within the building; or (2) may elect to reduce their hours rather than be displaced; or (3) may elect to be displaced. Displaced employees will be considered for vacancies in other buildings provided they make proper application by the closing date on the job posting pursuant to Article 23.

24.9 The District shall identify all displaced employees (employees who have been identified for involuntary transfer) for the following school year no later than the last work day of the second full week in May. Vacancies shall be filled by these employees prior to other applicants, except for vacancies for which there is not a qualified displaced employee.

By no later than the end of the third full week of May, the District shall identify and provide a list of all known vacancies and program movements to the Association.

- A. If an entire program is moved from one site to another, the employees assigned to that program shall be reassigned accordingly to the new site.
- B. Staff other than those described in Section 24.9.A shall be reassigned as follows: No later than the beginning of the fourth full week in May, the District shall provide a list of known vacancies to the most senior displaced employee (other than those in A above), who shall select from among the vacancies in their current job classification. The list shall then be provided to the next most senior displaced employee to select from among the remaining vacancies, and so on until all displaced employees have had an opportunity to select, provided there are sufficient vacancies. Employees shall have 3 days to select from the offered list, unless there is only one position listed for which they are qualified, which shall be assigned to the employee.
- C. All employees shall be assigned and moved no later than August 15 for the coming school year, unless there is not a position for which they are qualified, or unless the vacancy to which they are transferring arose after August 1, in which case the move shall be made as expeditiously as possible. An employee not assigned by

August 15 shall be placed in a remaining open position that preserves the employee's assigned hours. The priority of such reassignment shall be maintaining the employee's comparability of assignment, notwithstanding a displaced employee may not bump a less senior employee at another site or program to maintain comparability of assignment.

- 24.10 Employees in One-on-One Paraeducator assignments who have continuing status and whose students no longer require assistance may be reassigned to an FSA, Aspire, Mid-Level Sensory, or Mid-Level Social Emotional (or Mid-Level at the secondary level) vacancy within a building or program prior to being displaced.
- 24.11 School Assistants who have split shift hours or whose hours are reduced shall have first priority for the assignment of additional School Assistant hours at their work location, consistent with their qualifications and the scheduling needs of the school.
- 24.12 An employee who is involuntarily transferred out of a school will be given first right to return for one (1) year to a vacant position in the employee's job classification at the school from which the employee was transferred, provided the hours assigned to the position are not greater than the hours currently assigned to the employee, and provided further that the employee self-identifies to HR that they are exercising this right of return.
- 24.13 Administrators shall offer employees who are involuntarily transferred any training which an employee has not already received and is necessary to perform the duties of the new position.
- 24.14 The District will approve up to six and one-half (6.5) hours from the pool of professional hours for employees who are being transferred under this Article from one school to another to support moving any program materials or equipment that need to transfer with the employee. Additional hours for moving may be approved by the District after evaluating the employee's request for extenuating circumstances. The District shall provide boxes and movers.
- 24.15 Ties in Seniority**
 - A. If there are ties in District seniority, the order of Washington State years of experience in school districts, OSPI, and Educational Service Districts shall determine seniority.
 - B. If there are ties remaining, the employee at the most advanced point on the stipend schedule defined in Section 28.8 shall have preference.
 - C. If there are ties remaining, the earliest date of the District's letter offering employment shall determine seniority order.
 - D. If there are still ties remaining, the earliest first day actually worked in the bargaining unit shall determine seniority order.
 - E. If ties still remain, seniority order will be determined randomly.

Article 24 – District Initiated Transfer/Reassignment

24.16 In the event it is necessary to offer displaced employees part-time assignments in more than one school, the District may combine schools based on scheduling and proximity needs in order to create a complete assignment.

24.17 When the District transitions to providing special education services without reference to program, all special education paraeducators shall be considered in the same classification.

24.18 Addition of Hours for Paraeducator Positions

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

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

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

24.19 Nurse Transfers

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

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

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

Article 25 – School Year Only Employees

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

- 25.1 Contingent staffing, including staffing conversion, building budget, split class staffing, and grant-funded positions (not including categorical funded positions).
- 25.2 Special Education Overload, including hours added because of enrollment fluctuations or special student needs.
- 25.3 One-on-One Paraeducators for the first year of their employment, after which time the students continued need for assistance and the effectiveness of relationship between the students and the paraeducators will be considered.
- 25.4 One-on-One Paraeducators who are rehired after the initial year will have continuing employment status.
- 25.5 If a student no longer requires a one-on-one paraeducator, is no longer enrolled, or changes schools or program to the extent the One-on-One Paraeducator is not appropriate to the new assignment, the employee in the assignment will be displaced and subject to reassignment consistent with this Article. However, prior to displacement, One-on-Ones at the Adult Transition program (ATP) / Adults Transitioning to Independence (ATI) program shall be offered vacancies (One-on-One and Program Paraeducator positions) in seniority order provided they meet the abilities, skills and qualifications required for the position and job assignment/location. They will be offered in seniority order to employees meeting the abilities, skills and qualifications, first at the ATP / ATI Program to which they are currently assigned, and if no vacancy exists there or is filled by a more senior One-on-One in this situation, then to the other ATP / ATI Program. Any assertion that an employee lacks abilities, skills and qualifications shall be documented in writing.
- 25.6 One-on-One Paraeducators whose student is promoted from elementary to middle school, middle school to high school, or to an Adult Transition Program/Adults Transitioning to Independence (ATI), may decline an assignment following the student. They may opt instead to either stay at the school to which they are currently assigned, if there is a vacant One-on-One assignment for which they are suitable, or may elect to be displaced and be subject to the Promotion/Transfer/Reassignment provisions of this Article.
- 25.7 If the District determines that it does not have sufficient staffing capacity, it may first layoff displaced one-on-one paraeducators based on their seniority.
- 25.7.1 If, prior to October 1, a school year only position is authorized the succeeding year at the same building with substantially similar hours and working conditions, the hiring supervisor with the agreement of the Human

Article 26 – Personnel File

Resources Director, may place the employee who held the position the previous year in the position without the need to post the vacant position. In such cases, the employee will accumulate longevity and seniority as if he/she had held the position continually.

- 25.7.2 School year only employees not re-employed pursuant to the provisions of Sections 25.5 and 25.7.1 may apply for posted vacancies up to September 30 of the following school year. An employee not reassigned by September 30 will terminate employment.
- 25.7.3 If during the school year, a student assigned to a one-on-one paraeducator leaves the District or no longer requires support, the District shall offer the employee another assignment with no reduction in hours for the remainder of the school year.
- 25.7.4 Employees with continuing status may apply to and be selected for one-on-one and overload paraeducator positions without loss of their continuing status. Employees with continuing status who are displaced into school year only positions shall retain their continuing status.

Article 26 – Personnel File

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

Such anecdotal records belong to the administrator creating them and will be destroyed or removed after three years from the date of making of the anecdotal record, provided the concern is not repeated during the three-year period. When anecdotal records involve documentation of performance concerns or misconduct of a re-occurring, similar nature or evidence a pattern, they may be retained beyond three years to document the ongoing concern and preserve the record of such. Once the repeat/pattern concern is eradicated and there is no re-occurrence within three years from the last occurrence, then the record will be destroyed. If a charge of misconduct is investigated and found to be without basis it will be immediately removed from the employee's personnel file.

- 26.2 At the employee's request, a witness may be present in a review of their District personnel file. The employee may generate a list of documents included within a personnel file and upon request have it initialed by a Human Resources Department employee.
- 26.3 Any derogatory reference to an employee's competence, character, or manner that could form the basis of a disciplinary or adverse action shall not be placed in the personnel file without the employee's knowledge and such reference shall not be retained in a personnel file beyond three (3) years from the date of inclusion. The employee shall have the opportunity to attach comments to any derogatory reference prior to its inclusion in the employee's personnel file. The employee may request that

Article 27 – Letters of Employment and Notification

any derogatory reference or reprimand be removed from the Personnel File at the end of one (1) year of its inclusion. Excluded from this section shall be evaluation records. This section is intended to comply with RCW 28A.400 regarding the retention and disclosure of investigatory records related to sexual misconduct.

- 26.4 No District employee or agent shall input personally identifiable information of an employee into any unsecured AI system without prior written notice describing the data and purpose. Any approved AI tool processing employee data must operate under a data privacy agreement that complies with FERPA and applicable state privacy laws.

Article 27 – Letters of Employment and Notification

- 27.1 Each new employee shall be given a written copy of their hiring in a personnel action statement containing the following information:
- A. Employee's name;
 - B. Salary placement;
 - C. Authorized work year;
 - D. Number of hours authorized per day;
 - E. Work location; and
 - F. Job Classification.
- 27.2 Letters of notification regarding continued employment for the ensuing year shall be sent to each employee. The District will notify employees as to their status prior to the end of the school year or fiscal year, whichever is first.
- 27.3 Whenever the District becomes aware that positions are to be terminated, the District will notify the affected employees in writing no less than thirty (30) days prior to the termination date and the reduction in force provisions of this contract will apply.

Article 28 – Support Personnel Duties

- 28.1 The Association and the District recognize the importance and advantages of utilizing Support Personnel in the classroom.
- 28.2 Support Personnel shall not perform any instructional duties normally performed by classroom teachers except while under the supervision of a certificated employee.
- 28.3 Support Personnel employees may be utilized in an instructional format to share instructional and educational duties with classroom teachers in school consistent with state laws, regulations and these Agreements.
- 28.4 A paraeducator shall not be required to pack or assist with moving in the case of a teacher transfer or reassignment. If the paraeducator agrees to perform such duties outside of their normal work shift, the employee shall be compensated for all hours worked.

Article 29 – Employee Absence

If an employee is involuntarily transferred to another worksite or classroom that requires the moving of materials related to their position, the employee shall be provided up to four (4) hours of compensated time for moving, unless the employee has been relieved of their regular duties in order to accomplish the move during the employee's assigned shift.

- 28.5 Pursuant to RCW 28A.210.280, employees, except those licensed under Chapter 18.79 RCW who have not agreed in writing to perform clean, intermittent bladder catheterization as a specific part of their job description, may file a written letter of refusal to perform clean, intermittent bladder catheterization of students. This written letter of refusal may not serve as grounds for discharge, nonrenewal, or other action adversely affecting the employee's contract status.
- 28.6 Employees shall dispense medication in accordance with state law.
- 28.7 Following the adoption of new curriculum by the District and upon a request by the Association, the District and the Association shall meet and confer on material and training needs of employees related to the curriculum adoption.
- 28.8 If a paraeducator or school assistant in a secondary general education class is assigned for less than the entire class period, the employee may request to have a discussion with the principal and/or teacher regarding the impacts of such assignment on the employee's ability to provide educational support to the students and possible alternatives. If requested, such a discussion shall happen within five working days.
- 28.9 Employees who note a concern with recess supervision shall report the concern to the building administrator. The building administrator will discuss the concern with the employee, and if applicable, observe recess to review the concern. The administrator will respond to the employee in writing within ten (10) working days regarding how the concern will be addressed.
- 28.10 An employee assigned to work directly with a student on an Individualized Education Plan (IEP) shall receive or have access to a copy of the IEP within ten (10) working days of the student's assignment, or within five (5) days of the District receiving the IEP.

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

Article 29 – Employee Absence

- 29.1 Employees anticipating a planned absence from duties shall notify their building administrator or designee as soon as practicable prior to the absence and consistent with the leave provisions of this Agreement.
- 29.2 Upon request of the building administrator or designee, a substitute, when available, will be provided by the District when an employee is to be absent from their regular duties.

Article 30 – Staff Development Training

- 30.1 An annual fund of twenty-five thousand dollars (\$25,000) will be available for individual staff development training that may include tuition, registration fees and substitutes. These funds may be utilized to pay employees their regular hourly rate of pay to administer the fund, and to organize ESP Day and other staff development events. Throughout the term of this agreement, unexpended funds shall be carried forward from one fiscal year to the next fiscal year. Prior approval from the ESP Board for use of this fund must be obtained. Consideration for approval will be based upon: (1) funds available, (2) relationship to employee's immediate job performance or future planned responsibilities, (3) District needs, (4) individual growth adding to the employee's abilities, skills, job-related interests and professional or personal growth, and (5) the employee's access to other professional development funds. Paraeducators may request reimbursement for the cost of the assessment required by the state to serve as a paraeducator, as well as costs associated with applying for Paraeducator Certificates, after completion of their probationary period, provided funds are available.
- 30.2 Paid hours for in-service training are provided for all members of the bargaining unit. Refer to Sections 12.2, 12.2.1 and 12.3 of this agreement.
- 30.3 Staff development as offered to all members of the bargaining unit shall be in a variety of geographical locations and at times which are as convenient as possible for the majority of those employees participating. The District, when sending professional development opportunities to certificated staff, will also notify and make available to ESP employees of the offerings. Further, the District will annually publish a calendar of professional development options for all employees.
- 30.4 Compensation at the employee's regular rate of pay or release time will be provided for required District or State programs which can include first aid training and student testing. The District will pay the fee(s) for such required and approved District or State programs and will not require the employee to fund these costs up front; provided, however, the District will not be required to pay for duplicative training fees for any program session or module that the employee misses or cancels and for which the training fee was nonrefundable.
- 30.5 Evidence of completion of degree or certificate granting programs will be accepted by the District for recording purposes in the personnel file.
- 30.6 In order to support Education Support Professionals (ESPs) who are pursuing their teaching certificate, Northshore School District, in agreement with the Association, will provide the following resources through the Human Resources department:
- 30.6.1 Provide pathway planning, twice per year, for the alternative routes (alt-route) to teacher certification (per OSPI) prior to enrollment with a program provider as well as guidance to ESPs on SEBB eligibility requirements and how leaves of absences may impact their benefits. This information will also be posted on the District website.
- 30.6.2 Once an ESP indicates their interest in pursuing certification, Human Resources will provide guidance on transfer opportunities of ESP vacancies to alternative route candidates that will better align with their chosen future endorsement area.

Article 30 – Staff Development Training

- 30.6.3 ESPs who are enrolled in an alternative route program will be invited to a facilitated monthly meeting to provide support and mentorship. This meeting will be facilitated by a District administrator appointed by the administrator in charge of Human Resources. ESPs can utilize their professional hours to attend these meetings if they occur outside of their work day.
- 30.6.4 Annually provide information to the alternative route cohort candidates on how to gain access to the hiring and transfer process into certificated positions.
- 30.6.5 Eliminate the pro-rating of professional hours when an employee takes a leave for student-teaching. Employees that take an unpaid leave of absence for the purpose of student teaching will not see an adjustment to their professional hour balances.

- 30.7 The District shall provide \$20,000 per year for use as scholarships for members working toward education certification under the provisions contained in Appendix J set forth in this Agreement.

ESPs shall be allowed to use personal leave during a leave of absence for student teaching prior to going unpaid.

30.8 Paraeducator Certification

- 30.8.1 New employees of this bargaining unit will be required to work on the January non-student grading day. Employees of this bargaining unit may use any of their 40 professional hours to compensate them for their time to complete the state-required Fundamental Course of Study (FCS). The District shall continue to offer FCS to all employees, even those that are not required by the state to complete this training.
- 30.8.2 AALT will continue to oversee the delivery of professional development for all employees seeking the General Paraeducator Certificate and the Subject Matter Certificate. Should the state change the requirements of the Paraeducator Certificate program, the parties agree to meet and confer regarding implementation of the program.

30.9 Professional Standards Program

Employees who have achieved higher levels of certification or degrees will be eligible to receive incentive pay at the highest level listed in the following sections. Employees qualifying at more than one level will receive only one level of incentive pay, except that employees qualifying for the National Board for Certification of School Nurses may receive this stipend in addition to another stipend level.

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

All employees who received incentive pay in the 2019-20 school year will be maintained at the stipend amount they received in the 2019-20 school year or paid the

appropriate stipend, whichever is higher. Increases to stipend amounts shall also be applied to increases for employees maintained on stipend levels that were sunset for new employees after 2020.

September 1, 2026 – August 31, 2027

Advanced Paraeducator Certificate	\$1,094* per year
AA Degree	\$1,285* per year
BA or BS Degree	\$1,932* per year
MA or MS Degree	\$2,010* per year
Level II or III Employee with MA/MS Appropriate to the Job (no ESA)	\$3,698* per year
Level II or III Employee with ESA Appropriate to the Job	\$3,698* per year
Level II or III Employee with ESA Appropriate to the Job and MA/MS Appropriate to the Job	\$5,547* per year

*These amounts reflect 2026-2027 rates. These amounts will increase per the percentage specified in Section 49.4.

- 30.9.1 For PSP purposes, three and one-half (3.5) hour employees shall be considered full- time and shall be eligible for full PSP stipends. Employees employed for less than three and one-half (3.5) hours shall be eligible for one-half of the PSP stipend.
- 30.9.2 Such payment shall begin on the month immediately following the employee's submission of the appropriate records to the Director of Human Resources.
- 30.9.3 If OSPI or the Professional Educator Standards Board develops standards for clock hours for ESPs, either party may request to reopen this section of the contract to discuss incentives for continuing professional development.
- 30.9.4 The District shall provide an annual stipend in the amount of \$1,500 per employee following national certification from the National Board for the Certification of School Nurses.
- 30.10 In Northshore, professional learning is a priority to ensure consistent professional knowledge and practices that create a sense of belonging and a rigorous, inclusive, and accessible education for all students. To that end:
 - A. The District will provide training in UDL, co-teach, and de-escalation and make it available to all staff.
 - B. The District will provide training for Certificated and ESP staff on Co-Planning, able-ism, assistive technology, culturally responsive practices, trauma informed practices, student participation in their IEP process, and anti-biased training.
 - C. The District will provide a synchronous or in-person paid annual compliance training for all special education staff before the first day of school each year.
 - D. NSD will utilize an NSEA and NSD mutually agreed upon co-teaching model.

- E. In order to maximize resources, the District will utilize existing PD available through OSPI, WEA, Haring Center, TIES, AWSP, ESD, etc.
- F. Training will be available in a variety of modalities, including in-person, live online, asynchronous, etc.

30.11 New Employees

During the 2026–2027 school year, the District and the Association shall collaborate to develop a standardized District-level new employee orientation checklist and program. The parties shall jointly determine the content, structure, and delivery of the orientation program, including a minimum of forty-five (45) minutes for Association business and meetings with bargaining unit members. The new orientation program shall be implemented beginning in Summer 2027.

During the 2026–2027 school year, the District and the Association shall collaborate to develop a standardized first-day-of-work process and checklist for all buildings. The parties shall jointly determine the required elements of the process and checklist to ensure consistency in onboarding and support for newly hired employees.

30.11.1 Orientation Schedule

Beginning with the 2027–2028 school year, the District shall hold a minimum of two orientation meetings during the Summer for employees. During the school year, the District will hold monthly orientation meetings for any months in which there are new bargaining unit employees. The District shall provide the Association with the schedule for orientation sessions planned for the subsequent school year no later than June 30 of each year.

30.11.2 First Day of Work Process

Beginning with the 2027–2028 school year, the District shall implement a standardized first-day-of-work process and checklist for all buildings and departments for ongoing use with new hires. A checklist covering topics for this day shall be maintained and periodically updated by the District and the Association. The checklist shall identify orientation topics and the party responsible for delivering the content for each topic.

30.11.3 Paraeducator Training Program

NSD will provide required paraeducator training for all new paraeducators (including both new hires and those who have transferred from another job classification) on an annual basis in two cohorts to accommodate mid year hires:

- Cohort one: Staff hired between August-December
- Cohort two: Staff hired between January-May

This required training will occur on a Wednesday afternoon within the staff members' designated work day, one time per month, for the duration of the cohort and will be led by the Behavior Education Support Team

(TOSA/BCBA team) in collaboration with HR, technology, Curriculum and Instruction, and NSEA. If for some reason the training exceeds the length of the workday, staff will be compensated through professional or pool hours.

Article 31 – Resignation and Termination

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

Article 32 – Retirement

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

32.2 Voluntary Employee Beneficiary Association (VEBA)

32.2.1 Ratification of this collective bargaining agreement (CBA) shall constitute approval of the bargaining unit's participation in a benefit plan that provides reimbursement for medical expenses as offered and administered by the Voluntary Employees' Benefit Association (VEBA) Trust for Public Employees in the State of Washington using each of the contribution methods delineated below. This Section 32.2 may be reopened prior to the start of any school year by either the District or Association, so long as notice is provided on or before August 1 of the previous school year.

32.2.2 As a condition of participation under the plan, and as required by RCW 28A.400.210(3), the employee must sign an agreement with the District to hold the District harmless should the United States government find that the District or the employee is in debt to the United States as a result of the employee not paying income taxes due on the equivalent funds placed into the plan, or as a result of the District not withholding or deducting any tax, assessment, or other payment on such funds as required under federal law. An employee's failure to sign such agreement shall result in the employee forfeiting the right to any reimbursement for unused leave under this Section.

32.2.3 Sick Leave Contribution to VEBA – Upon Retirement, Death, or Eligible Separation

Any eligible NSEA employee retiring or separating from service under the terms of RCW 28A.400.210, except for due to death, during the term of this Agreement shall have their sick leave buyout payment remitted directly to a Post-Retirement Medical Reserve Trust Program. In the case of an

Article 33 – Employee Facilities

employee's death, the sick leave buyout payment shall be remitted directly to the estate.

32.2.4 Monthly Employee Contribution to VEBA

Beginning September 1, 2027, should the Association vote to approve monthly employee contributions and notify the District by June 1, 2027, of the outcome of such vote, each employee shall make monthly contributions to their individual VEBA account in alignment with the vote. Subsequently, the Association shall provide notice of the outcome of any employee vote to participate in or change the amount of monthly contributions no later than June 1 for the following school year.

Article 33 – Employee Facilities

- 33.1 The District shall provide furnished faculty lounges, dining areas which may incorporate faculty lounges, restrooms, appropriate office or classroom furniture, and parking space for employees.
- 33.2 Employees may be issued keys consistent with security needs as determined by the District and/or the building principal.
- 33.3 Employees shall have adequate heat, light, water, and air, and a safe noise level to perform their duties effectively, including thirty (30) minutes prior to the start of the employee workday to the end of the employee workday. The District will provide HVAC service after regular work hours on scheduled work days either through access to a temporary occupancy button to turn on HVAC or by calling the info center to turn on HVAC. Schools and worksites shall be heated and cooled in accordance with all applicable state standards. When an employee has a concern, the employee shall contact their administrative supervisor who will investigate the building or worksite conditions, identify inadequate conditions, and work to remediate such conditions or provide alternatives which enable the employee to perform their duties effectively.
- The retrofitting of current buildings with updated air conditioning, heating, and air filtration will be a standing topic for the District Capitol Bond Planning Taskforce.
- 33.4 Employees shall have adequate access to staff toilets at each worksite. When an employee has a concern with such access, the employee shall contact their administrative supervisor who will investigate the building or worksite conditions, identify inadequate conditions, and work to remediate such conditions or provide alternatives.
- 33.5 Upon request by an employee, the District shall provide a locked space to safely store personal belongings. (e.g., purse, keys, outerwear, etc.).
- 33.6 The District will consult with the Association and with employees at any impacted site prior to making a final decision regarding any program move to a different facility, new construction, or remodeling of existing educational facilities and/or worksites. When planning for future capital projects, the District shall consider the input of employees along with other input from community, other staff, students, etc.

Article 34 – Clothing, Technology, and Equipment

34.1 Employees who support outdoor supervision will receive \$100 annually. New employees, once they have completed their probationary period, shall receive the allotment as current employees but prorated for the year from their hire date.

34.2 Computer Technology Needs

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

- A. Have access to the Internet.
- B. Use the District's e-mail program.
- C. Open necessary attachments that may accompany e-mail.
- D. Have access to the Districts staff directory and District newsletters.
- E. Utilize productivity tools such as Microsoft Office as appropriate to their job.

34.2.2 For instructional purposes, employees should also have ready access to technology that provides them appropriate instructional resources, as defined by the employees' supervising teachers and administrators.

34.2.3 Employees shall first address their computer technology needs to the building administrator or shared decision-making leadership team for problem-solving based on the above standards. If the issue cannot be resolved at the building level, employees may request a joint meeting with their principal and a District Technology Department designee with the authority to allocate the requested resources to determine appropriate solutions based on the particular work of the employee and the needs of the school. Such determinations shall be made, and appropriate solutions implemented in a timely manner. The determination shall be memorialized in writing and is not subject to the grievance process.

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

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

Article 35 – Reduction in the Work Force

35.1 The District shall determine the educational program and services for the District based upon the educational goals of the District and the financial resources available

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

35.1.1 The following procedures shall be observed:

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

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

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

- The effect upon the student(s) in the classroom is of the highest priority; therefore, the program to be retained shall attempt to minimize the consequence of program reductions upon the student(s).
- District health and safety standards shall be maintained.
- Priority will be given to those books and supplies used by students in filling basic classroom objectives.
- When revenues are categorical and depend upon actual expenditures rather than budget amounts, every effort will be made to maintain these programs to the limit of this categorical support.
- Activity programs included as a part of this agreement may be continued at a reduced level of funding. The activity programs which

cannot feasibly be continued at a reduced level of funding will be dropped.

- 35.1.3 Employee reductions developed in accordance with these procedures shall be acted upon by the District on or before May 15, and shall receive written notice from the District on or before the date described above except for years in which a biennial budget has not passed by the Legislature by May 15, the District may give notice of non-renewal on or before June 15 and all affected employees shall be notified in writing of such action.
- 35.1.4 It shall not be construed as a reduction in the work force when four (4) hour positions fluctuate between four (4) and six and one-half (6 1/2) hours depending on workload fluctuations of the assignment.
- 35.1.5 No employee shall be laid off as a result of special levy failure prior to the end of the contract year.
- 35.1.6 If a reduction in the work force is necessary, the number of individual employees will be reduced rather than a reduction in hours for all employees.
- 35.1.7 Every effort will be made to allow a reduction in the work force to occur through normal attrition which will include resignation and termination and retirement.

35.2 Seniority

- 35.2.1 Seniority shall be defined as the length of an employee's total service with the District as a member of the bargaining unit

35.2.2 Ties in Seniority

- A. If there are ties in District seniority, the order of Washington State years of experience in school districts, OSPI, and Educational Service Districts shall determine seniority.
- B. If there are ties remaining, the employee at the most advanced point on the stipend schedule defined in Appendix A-2 shall have preference.
- C. If there are ties remaining, the earliest date of the District's letter offering employment shall determine seniority order.
- D. If there are still ties remaining, the earliest first day actually worked in the bargaining unit shall determine seniority order.
- E. If ties still remain, seniority order will be determined randomly.

- 35.2.3 An employee's seniority shall be lost for the following reasons:

- A. Resignation
- B. Discharge

C. Retirement

D. Failure to return to work in response to a call-back from layoff.

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

A. Time spent on authorized unpaid leave of absence in excess of ten (10) workdays.

B. Time spent on layoff status as provided in this Agreement.

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

A. Time lost by reason of industrial injury.

B. Time lost by reason of jury duty.

C. Time lost for the purpose of serving in the Armed Forces of the United States.

35.2.6 Seniority lists for staff adjustments shall be established for all employees each year with a copy given to the Association by December 1st.

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

35.3 Staff Adjustment Guidelines Layoff

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

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

35.3.2 With the exception of positions identified pursuant to Section 35.3.1, in the event the District determines the need to reduce the number of positions in a classification in Appendix B and the number of employees in the classification exceeds the number of positions, the employee with the least seniority in such classification shall be the first to be laid off.

35.3.3 An employee identified for layoff pursuant to Section 35.3.2 may be assigned to a vacancy in another classification at the same level provided the employee possesses the qualifications for such an assignment. An employee identified for layoff pursuant to Section 35.3.2 may choose to apply to a vacancy in another classification at a different level provided the employee possesses the qualifications for such an assignment. Employees applying to such positions shall receive the same order of preference as

displaced senior employees from outside of the vacant job classification, as defined in Section 23.4.1.

- 35.3.4 Should no vacancy exist for which the employee is qualified in the level of the employee identified for layoff, if such employee has previous, successful work experience in another classification and has greater total seniority than the least senior employee in that classification, the employee may, at their discretion, exercise the right to bump that least senior employee.
- 35.3.5 Employees who are assigned outside their current job assignment as a result of layoff shall be provided necessary retraining and orientation to the new assignment without cost to the employee.

35.4 Assignment and Transfer of Retained Employees

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

- 35.4.1 Examine the reduced needs of the educational programs and services of the District;
- 35.4.2 Assign retained employees on the basis of seniority as defined above and as relates to the Transfer and Reassignment section of the Agreement.

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

- 35.5.1 In the event of layoff, affected employees are to be placed on a re-employment list maintained by the Human Resources office according to seniority within each classification. It is the employee's responsibility to keep their address and telephone number current with the District.
- 35.5.2 Laid off employees in the reemployment pool will be offered vacancies by seniority in the same classification held prior to the layoff. When the pool does not contain employees in the same classification as the vacant position, the position will be offered by seniority to other employees in the pool, provided they are qualified.
- 35.5.3 Accumulated sick leave and seniority accrued at the time of termination shall be retained for those employees in the re-employment pool.
- 35.5.4 Employees on layoff status may continue to participate in insurance programs as allowed by federal law (COBRA), when premiums are paid by the employee.
- 35.5.5 A laid off employee shall, upon application, and at their option, be granted priority status on the substitute list according to their seniority.
- 35.5.6 Notices of recall will be sent by certified or registered mail to the last known address as shown on the District's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the District notified of their current

mailing address. A recalled employee shall be given fifteen (15) calendar days from the time the notice is mailed to report to work unless there is mutual agreement for an extended period of time. The District may fill the position on a temporary basis until the recalled employee can report for work providing the above time limitations are met.

- 35.5.7 The District shall maintain the re-employment pool for one (1) full year following the reduction in the work force and until October 31 of the subsequent year. If an employee is not re-employed by October 31 of the subsequent school year, said employee will be dropped from the re-employment pool.

Article 36 – Leave of Absence

- 36.1 An employee shall, upon written request, be granted a leave of absence for a period of one year without pay provided the employee has completed three or more cumulative years of service. Each employee desiring a leave of absence shall apply to the Human Resources Director prior to May 1 of the year preceding the leave period. An employee may apply for leave of absence without pay for study leave, family illness, travel and other purposes, but may not be granted a leave for other employment. At the expiration of the leave, the employee shall return to work with the same rate of pay, number of hours and benefits provided that the employee has not been terminated in accordance with the reduction in the work force section of the Agreement.
- 36.2 An employee may be granted a leave of absence for a period of less than one year without pay provided the employee has completed three or more cumulative years of service and makes application to the Human Resources Director on forms provided for that purpose, at least two weeks prior to the commencement of the leave. The Human Resources Director shall determine whether to grant the leave to the employee based on all the facts, the welfare of the employee and the welfare of the District. An employee may apply for leave of absence without pay for any reason but may not be granted a leave for other employment. At the expiration of the leave, the employee shall return to work with the same rate of pay, number of hours and benefits provided that the employee has not been terminated in accordance with the reduction in the work force section of the Agreement.
- 36.3 An employee shall be granted a leave without pay of up to two years in duration to complete a teacher certification program at a regionally accredited university with whom the District has a partnership agreement, provided the employee has completed three or more cumulative years of service and makes application to the Human Resources Director on forms provided for that purpose. At the expiration of the leave, the employee shall return to work with the same rate of pay, number of hours and benefits provided that the employee has not been terminated in accordance with the reduction in the work force section of the Agreement.
- 36.4 An absence of short duration without pay, not to exceed ten (10) days, for reasons other than those specified in this agreement may be requested, and granted at the discretion of the employee's supervisor in consultation with the Human Resources Director, provided the employee makes the request in advance of the leave on forms provided for that purpose.

- 36.5 Employees may continue any insurance benefit coverage as allowed by the insurance carrier at the group rate provided the employee pays the premium.
- 36.6 Employees hired as temporary replacements for employees on leave of absence shall not be covered by the Termination and/or Reduction in the Work Force sections of this Agreement.

Article 37 – Citizen Responsibility Leave

37.1 Jury Duty Leave

Each permanent employee shall be granted leave for subpoenaed court appearance or jury duty at full pay. Any compensation received for this duty shall be retained by the employee to cover allowable expenses. Employees shall notify their immediate supervisor and the Director of Human Resources as soon as possible upon receiving notice of subpoena or jury duty to arrange for such absence.

37.2 Public Service Leave

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

Article 38 – Illness, Injury, Emergency Leave, And Family Medical Leave

- 38.1 Each employee of the District shall accumulate and may utilize illness, injury and emergency leave according to the following provisions:
- 38.2 At the beginning of each work year each employee will be credited with twelve (12) days [i.e., forty-eight (48) hours for four (4) hour employees; seventy-eight (78) hours for employees working six and one-half (6.5) hours per day, etc.] of illness, injury or emergency leave, which will accumulate from year to year up to a maximum of one hundred eighty (180) days and such accumulated leave may be taken at any time during the school year. Employees who work 32.5 hours per week on a four (4) day schedule shall be credited either with seventy-eight (78) hours or ten (10) days of illness, injury or emergency leave, calculated at actual daily hours worked, whichever is greater, per RCW 28A.400.300.
- 38.3 If the employee has used 10 days of leave for illness or injury, the District may ask an employee for either, at the employee's option, a health care provider's certificate or a notarized statement executed by the employee, attesting that such leave was taken for the employee's personal illness or injury. Once an employee has used over 12 days of leave for illness or injury in the course of a school year, a supervisor may require an employee using illness or injury leave to provide the District with a note from a health care provider for each additional period of absence.

Article 38 – Illness, Injury, Emergency Leave, And Family Medical Leave

- 38.4 Accumulated days of illness, injury and emergency leave may be used as emergency leave, provided that such emergency leave is used for one or more of the following purposes:
- 38.4.1 Any medical, mental health, or disabling condition of persons in the employee's immediate family or household which requires treatment or medication that the person cannot self-administer or which would endanger the person's safety or recovery without the presence of the employee.
 - 38.4.2 Additional religious leave as described in Section 40.5;
 - 38.4.3 Birth, adoption, or permanent custody of an employee's child;
 - 38.4.4 Court appearance or hearing in which the employee is an individually named defendant or respondent.;
 - 38.4.5 Additional bereavement leave as described in Section 42.2; or
 - 38.4.6 Disaster created by forces of nature having serious effects upon the employee's property, health or human safety.
- 38.5 Emergency leave days not used shall accumulate annually with illness and injury leave days for each employee.
- 38.6 Illness, injury and emergency leave days shall be allotted on a pro rata basis for employees entering service during the school year.
- 38.7 Misuse of illness, injury or emergency leave by an employee shall constitute probable cause for disciplinary action.
- 38.8 Provisions for payment of unused illness, injury and emergency leave are found in Appendix E, Attendance Incentive Program.
- 38.9 Employees may participate in the District's leave sharing policy, attached to this Agreement as Appendix F.

38.10 Family Medical Leave

Employees are entitled to twelve (12) work weeks of family and medical leave during any twelve (12) month period (July 1-June 30). An eligible employee is anyone who was employed by the Northshore School District for a total of 52 weeks for at least 1250 hours of service during the previous 52 weeks.

- 38.10.1 The family and medical leave may be taken for the following events:
- A. Birth of a child and the need to care for a newborn child;
 - B. Placement of a child with the employee for adoption or foster care that requires state action;
 - C. Care for a child, spouse, or a parent who has a serious health condition;
or

Article 38 – Illness, Injury, Emergency Leave, And Family Medical Leave

- D. The employee has a serious health condition.
 - E. If both parents of a child are employed by the District, together they are entitled to a total of twelve (12) weeks of leave and leave may be granted to only one parent at a time.
 - F. Leave taken to care for a newborn or newly adopted child must be completed within twelve (12) months after the birth or adoption.
- 38.10.2 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.
- 38.10.3 "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; industrial injuries and routine physical examinations are explicitly excluded.
- 38.10.4 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.
- 38.10.5 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.
- 38.10.6 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

Article 39 – Paid Family and Medical Leave (PFML)

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.

- 38.10.7 Upon returning from family and medical leave, the employee is entitled to be returned to the same position s/he previously held or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.
- 38.10.8 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.
- 38.10.9 If an employee fails to return to work within three (3) days after the date on which they were 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. Resigning prior to the leave end date shall not be considered a failure to return to work.

Article 39 – Paid Family and Medical Leave (PFML)

- 39.1 Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. The District shall pay the state-determined employer wage premium and the employee shall pay the state-determined individual wage premium to fund this leave. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law.
- 39.2 The District shall maintain health insurance benefits during the period of approved PFML leave when the employee qualifies under FMLA or PFML.
- 39.3 Employees shall have the option of supplementing PFML benefits with either a half-day or full-day of sick leave for each day the employee is absent from work while accessing PFML benefits. Such payments will be considered supplemental benefits under the law.

Article 40 – Personal Leave

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

- 40.3 Personal leave shall be cumulative to a maximum of eight (8) days.
- 40.4 Personal leave for three (3) consecutive days or more, except in cases of unanticipated circumstances, will be scheduled with the employee's supervisor at least one week in advance.
- 40.5 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 or illness and injury leave for such purposes as outlined in Articles 38 and 40.

Article 41 – Temporary Disability Leave

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

Article 42 – Bereavement Leave

- 42.1 The District shall grant bereavement leave with pay to an employee, figured at the actual hours worked per day, according to the following provisions:

Article 43 – Parental/Guardian Leave for the Care of a Child

- 42.1.1 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 death of a friend.
- 42.1.2 A maximum of 5 days of bereavement leave when an employee or an employee's partner suffers a pregnancy loss.
- 42.1.3 Employees shall be released to attend services for the death of a current student.
- 42.1.4 The aforementioned days are for each death listed above (per occurrence), and are not accumulative from year to year.
- 42.1.5 With the approval of the administrator in charge of Human Resources, the days may be taken at a time other than shortly after the death.
- 42.2 The District shall permit employees to use any portion of their illness, injury, emergency, or personal leave days necessary for additional bereavement.

Article 43 – Parental/Guardian Leave for the Care of a Child

- 43.1 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 44 (Childbirth/Childcare/Adoption Leave).
- 43.2 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.
- 43.3 The employee shall be re-employed at the end of the leave of absence or at the beginning of the following contracted year, as mutually agreed upon by the Human Resources Office and the employee and under the provisions of Article 44 (Childbirth/Childcare/Adoption Leave).

Article 44 – Childbirth/Childcare/Adoption Leave

- 44.1 Employees shall be granted leave without or with pay for the purposes of childbirth, childcare, adoption or permanent custody according to the following provisions:
 - 44.1.1 An employee requesting leave for the birth, adoption or permanent custody of their child shall give written notice to the Director of Human Resources no later than sixty (60) days prior to the expected date of birth, adoption or permanent custody. In extenuating circumstances notice will be waived. The written request for such leave shall include (1) anticipated date of birth, adoption or permanent custody (2) the estimated date that sick leave is to begin, and (3) the estimated date other requested leave is to begin.
 - 44.1.2 An employee who is a birthing parent may continue to work until, in the judgment of the immediate supervisor and the personal physician, their work or health are in any way impaired by their condition.

- 44.1.3 Following birth, adoption, or permanent custody of a child, illness and injury leave may be used on consecutive work days up to the employee's accumulated number of leave days. Childcare leave shall commence following such sick leave or earlier at the employee's discretion, but shall not occur simultaneously.
- 44.2 Childcare leave may be extended until the beginning of the school year following birth of the child. Additional leave for childcare may be extended to the September following the next school year if the employee, the employee's supervisor, and the Director of Human Resources mutually agree.
- 44.3 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.
- 44.4 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.
- 44.5 Insurance eligibility and benefits may be continued at the employee's option and at the employee's own expense where permitted by insurance company agreements and consistent with provisions of COBRA.

Article 45 – Pay Procedures

- 45.1 All employees, being regular hourly employees, shall be compensated in accordance with their appropriate placement on the ESP Salary Schedules.
- 45.2 Employees shall be paid in twelve equal installments. Employees hired after the beginning of a school year will have their remaining pay divided over the remaining months of the school year as prorated to twelve months. Employees shall receive their monthly pay before the first day of each calendar month.
- 45.3 Pay for days/hours beyond the student calendar (see Sections 12.2, 12.2.1, and 12.3) will be reported on the employee's monthly timesheet. Payment for such time will be made the following month. All days/hours beyond the student calendar must be worked and reported prior to June 30, except for professional hours worked between July 1 through July 31, which must be submitted by the July payroll due date for payment in August.
- 45.4 Employees shall participate in the direct deposit program and will designate the participating financial institution to which their pay shall be transmitted. Under extenuating circumstances, as determined by the Human Resources Director, employees may be issued a monthly pay warrant rather than being on direct deposit.
- 45.5 The District will provide a pay warrant to include a breakdown of the deductions made from the gross salary amount; the current accumulated sick, injury, and emergency leave; and the amount of sick, injury, and emergency leave used during the previous pay period. The pay warrant will include a breakdown of the positions, stipends, and hours (if relevant) that generated earnings for the statement. The District will provide employees with information regarding how to decipher any codes included on pay warrants.

45.6 Overpayment and Underpayment

If either the District or an individual employee learns about an overpayment or underpayment, they shall notify the employee or the payroll office, respectively. Payment errors will be corrected in a timely manner, with priority given to avoiding employee hardships.

Article 46 – Use of Vehicles

46.1 Employees who are authorized by their building supervisor to use their personal vehicle on District business shall be compensated according to District procedures at the IRS-approved mileage rate.

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

Article 47 – Workers' Compensation

47.1 All employees under this Agreement shall be covered by Washington State Industrial Insurance.

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

Article 48 – Unemployment Compensation

48.1 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.

Article 49 – Salary

49.1 Employees shall be paid according to Appendices A and B of this Agreement. Placement on the pay schedule will be based on training and experience. Employees transferring same or similar experience from another Northshore bargaining unit or another school district may be placed at the appropriate equivalent. It shall be the responsibility of the employee to submit documentation of relevant past experience for salary placement.

49.2 Advancement to the following step on the salary schedule shall occur after the completion of each year of service.

49.3 A Professional Credits and Experience Committee shall be established to hear appeals from employees regarding denials by the District of educational credits or years of experience for salary schedule advancement. The Committee shall consist of three (3) members appointed by the Superintendent and three (3) members appointed by the Association. The Superintendent shall appoint the chairperson.

49.3.1 Documentation for any experience, credits and degrees must be submitted within the timelines otherwise established within this agreement for placement on the salary schedule(s). An employee may initiate an appeal to the Professional Credits and Experience Committee by providing a written request to the District's Human Resources department within ten

(10) school days of receipt of notice of salary schedule placement. Upon receipt of the appeal, the Committee chair shall schedule an opportunity for the employee to meet with the committee to explain the request for experience or education credit. Decisions of the committee regarding placement shall be retroactive to the beginning of the employee's current work year. Decisions of the Professional Credits Committee are final and cannot be grieved under the grievance procedure of this collective bargaining agreement.

- 49.3.2 The committee shall review and/or investigate facts and documentation presented by the employee and grant (a) years of experience which are substantially similar in licensing, professional rigor and job expectations as other years of experience accepted by the District under this agreement for placement on the salary schedule; and (b) credits and degrees which are of substantially similar academic and professional rigor as other credits and degrees already accepted by the District under this agreement for placement on the salary schedule.
- 49.4 Wage rates shall be increased during the term of this Agreement as described below.
 - 49.4.1 For the 2026-2027 school year, the wage rates in Appendix A-2 shall be increased by a percentage equal to the state's inflationary adjustment index identified in RCW 28A.400.205 (currently the implicit price deflator) plus one half (0.5) percent. For the 2027-2028 school year, the wage rates in Appendix A-2 shall be increased by a percentage equal to the state's inflationary adjustment index identified in RCW 28A.400.205 (currently the implicit price deflator) plus one half (0.5) percent.
 - 49.4.2 In the 2026-2027, the rates and stipends in Appendix A-3 (also known as Schedules 36EL, 36JH, 36SH, 36SA, 36NLO, 36IL, and 36NN) shall be increased by increased by a percentage equal to the state's inflationary adjustment index identified in RCW 28A.400.205 (currently the implicit price deflator) In the 2027-2028 school year, the rates and stipends in Appendix A-3 (also known as Schedules 36EL, 36JH, 36SH, 36SA, 36NLO, 36IL, and 36NN) shall be increased by a percentage equal to the state's inflationary adjustment index identified in RCW 28A.400.205.
- 49.5 The District shall increase the PSP stipends by the same percentages identified in Section 49.4.2.
- 49.6 Extracurricular Assignment Stipends for all classified employees shall be as follows:
 - 49.6.1 The District shall annually publish a memo to ESPs regarding how to document hours related to stipend-based assignments. This shall be shared with principals and office managers across the District to share District expectations regarding this pay.
 - 49.6.2 Stipends that have a set dollar amount in the ESP Collective Bargaining Agreement that are assigned to an ESP shall be paid at the employee's hourly rate as documented on a timesheet. If at the end of the school year an employee has not yet submitted enough hours to reach the total amount, they shall be paid out in a lump sum of the difference by August 31.

Article 50 – Substitutes

- 49.6.3 If needed, administrators shall collaborate with ESPs who have been assigned stipends on when the hours are to be worked for that purpose as they are assigned (e.g., during school breaks).
- A. ESPs will collaborate with their building administrator on flexing their daily assignments so that work associated with a stipend can be completed. As a result, they may extend their workday to complete their daily assignments.
 - B. ESPs may work with their administrators to determine which stipend tasks may be completed outside of the work year calendar to complete work related to those stipend assignments.
 - C. ESPs that may need overtime to complete activities associated with the stipend will need prior approval from their supervisor.
- 49.7 Supplemental building positions found on Appendix A-3 shall be posted annually. Each building administrator shall survey the building staff to determine those employees who wish to apply for building extracurricular assignments. District administrative procedures will be to offer in writing these assignments by February 28 of each school year. In-building written notification may be a listing of all extracurricular activities with names of those people assigned. Notification shall be given to each employee. Should additional extracurricular positions be created during the school year, said positions will be posted by giving each faculty member notification of the posted position. Priority consideration will be given to in-building staff prior to posting such positions District-wide.

Article 50 – Substitutes

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

- 50.2.4 Rates of pay for Fridays shall be increased by \$25 per day for all nurse substitutes.
- 50.2.5 In an effort to ensure consistency of the instructional program for students, the District will track the number of times each ESP with an Emergency Substitute Certificate is assigned a substitute role and the ESPs role subsequently goes unfilled.

50.3 ESPs Working as Emergency Certificated Substitutes

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

- If their regular ESP rate of pay is less than the lower Substitute Teacher Rate (C-9), the employee of this bargaining unit shall be paid the Substitute Teacher Rate.
 - If their regular ESP rate of pay is greater than the lower substitute rate above, but is less than the higher Substitute Teacher Long Term Rate (C-9), the employee of this bargaining unit shall be paid the Long Term Substitute Teacher Rate.
- 50.3.1 ESPs performing Emergency Certificated Substitute work shall be paid for all hours worked as an Emergency Certificated Substitute. When working as an Emergency Certificated Substitute for two hours or more, they shall be paid a minimum of 3.75 hours at the substitute rate. A full day for an Emergency Certificated Substitute is 7.5 hours.
 - 50.3.2 ESPs receive either their regular ESP rate of pay or Certificated Substitute rate of pay, based on the work they are performing at any one time (not pay for both simultaneously). If they perform both jobs during the same day, they are compensated at different rates during that day, based on the hours they perform either job, subject to the two-hour minimum at the Emergency Certificated Substitute rate. In no case may an ESP be paid for more than one full day at whichever rate (cert or ESP) is higher.

50.4 Nursing Substitutes

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

Article 51 – Attendance Incentive Program

50.5 Substitute Sick Leave

- 50.5.1 The provisions of this Section 50.5 are only applicable if and when sick leave is required to be provided to substitute certificated staff under state law. Any disputes under this section shall be processed under the provisions of state law and not the grievance process in this agreement.
- 50.5.2 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.
- 50.5.3 Leave usage may commence beginning on the 90th calendar day after their first workday in the District.
- 50.5.4 Substitute employees are entitled to use accrued sick leave in the same manner as regular employees, as established in Article 38.
- 50.5.5 Substitutes shall be able to track leave accumulation and access sick leave in the same manner as regular employees. The District will provide substitutes with information regarding how to use and access the leave tracking system.
- 50.5.6 A maximum of 40 hours of unused leave may be carried over from one school year to the next.
- 50.5.7 In cases when a substitute separates from employment and is rehired within 12 months, unused leave shall be reinstated.

50.6 Substitute Grievance Procedure

Substitute employees may file grievances regarding an alleged violation, misinterpretation, misapplication, or unfair application of rights afforded substitute employees as described in Article 3 by using the process outlined in Article 54.

Article 51 – Attendance Incentive Program

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

Article 52 – Leave Sharing Program

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

Article 53 – Insurance

53.1 SEBB

The District shall make available to all eligible employees the mandatory and optional group insurance programs offered by the School Employees Benefits Board (SEBB)

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

53.2 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.

53.3 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.

53.4 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.

53.5 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.

53.6 Declining Coverage

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

53.7 Cancer Insurance

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

53.8 Compliance and Legislative Changes

All provisions of this Article shall be interpreted consistent with the rules and regulations of SEBB. If the Washington State Legislatures changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits, or substantially changes the medical coverage provisions, either party can reopen this Article 53 for negotiation over the changes to the extent allowed by law.

53.9 Retirement Program

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

53.10 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.

53.11 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.

Article 54 – Grievance Procedure

54.1 A grievance is a complaint filed by an employee, a group of employees, and/or the Association alleging that the District has violated, misinterpreted, misapplied, unfairly applied, or not applied any provision of this Agreement which affects said employee(s), and/or the Association's rights provided in this agreement, and which shall be processed as hereinafter provided. This Article shall not limit an employee's right to discuss a complaint via administrative channels and to solve the problem without resorting to these grievance channels.

54.2 If the Association has cause to file a grievance regarding the Association's rights under this agreement, it is mutually agreed that the grievance shall commence at Step Two (2), Section 54.4, of this procedure. An Association grievance must be presented within twenty (20) days of the occurrence, or knowledge of the occurrence, whichever is later.

54.3 Step One (1)

The grievant(s) and/or the grievant's designee(s) shall first discuss the alleged grievance with their immediate supervisor(s) and/or the supervisor's designee(s). Such discussion must be initiated within twenty (20) school days of the occurrence, or knowledge of the occurrence, whichever is later. The grievant(s) may choose to have an Association representative present.

54.4 Step Two (2)

If the grievant is not satisfied with the answer to the grievance, or if no answer has been communicated within ten (10) school days following the Step One (1) meeting, the grievant(s) shall file a written grievance with the supervisor immediately involved in the dispute within ten (10) school days of knowledge of the answer or the absence of a timely response, whichever is earlier. Grievances concerning matters determined not by a supervisor, but by the Human Resources Department or by multiple supervisors, may be submitted directly to the Director of Human Resources. The written grievance shall include all of the information required by the form in Appendix D. Within five (5) school days of receipt of the written grievance claim, the designated supervisor shall schedule a meeting with the grievant and such meeting shall be held within ten (10) school days of receipt of the grievance. The grievant may be represented by an Association grievance representative at the grievant's sole option, in an effort to resolve the grievance. The designated supervisor shall answer the grievance in writing within ten (10) school days of such meeting and shall furnish a copy thereof to the grievant, the Superintendent, and the Association. Such answer shall include the reasons upon which the decision is based.

54.5 Step Three (3)

If the grievant is not satisfied with the answer to the grievance, or if no answer has been delivered within ten (10) school days of the Step Two (2) meeting, the grievance shall be transmitted by the grievant to the Superintendent or their designee within ten (10) school days of receipt of the written answer or the absence of a timely response, whichever is earlier. The written grievance shall include all of the information required by the form in Appendix D. The Superintendent or their designee shall schedule a meeting with the grievant within five (5) school days of receipt of the grievance, and such meeting shall be held within ten (10) school days of receipt of the grievance. During this meeting, the grievant may be represented by an Association representative at the grievant's sole option. Legal advisors and witnesses for both parties may be present. The Superintendent or designee shall deliver an answer to the grievance in writing within ten (10) school days of such meeting, and shall furnish a copy thereof to the grievant, and the Association.

54.6 Step Four (4): Arbitration

If not satisfied with the answer to the grievance at Step Three (3), the grievant shall, with the consent of the Association, notify the Superintendent or their designee in writing of the decision to submit the dispute to arbitration within twenty (20) school days of receipt of the written answer to the grievance or the absence of a timely response, whichever is earlier. Once notice to the superintendent or designee is provided, the parties shall meet to mutually identify the arbitrator or arbitration agency which will handle the matter; provided, however, if the parties are unable to agree upon

an arbitrator or arbitration agency to submit the dispute, the matter will be forwarded to the American Arbitration Association (AAA) for processing and selection of an arbitrator from lists provided by AAA according to that agency's rules.

- 54.6.1 During arbitration under this Agreement, the agreed upon arbitration agency's rules shall apply; additional rules may be adopted by the arbitrator. By mutual consent, expedited rules shall apply.
- 54.6.2 The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. They shall decide all arbitrability issues. Upon request of either party, the merits of the grievance and the arbitrability issues arising in connection with the grievance shall be consolidated for hearing before the arbitrator; provided, however, that the arbitrator shall consider any questions of arbitrability of the grievance prior to hearing the merits of the grievance.
- 54.6.3 During arbitration, neither party may present any documentary evidence to the arbitrator not previously disclosed to the other party.
- 54.6.4 The arbitrator shall determine the decision or award, which shall be published in writing not later than thirty (30) calendar days from the date of the hearing or, if oral hearings have been waived by both parties, then from the date the final statement and proof are submitted to the arbitrator. The decision or award shall set forth the arbitrator's findings of fact, reasoning, and conclusions on the issues submitted and shall be final and binding on both parties.

54.7 Mediation

54.7.1 Mediation as Alternative to Arbitration

As a step prior to arbitration, and with mutual agreement between the District and the Association, mediation procedures may be utilized with a jointly selected Mediator.

54.7.2 Association Request for Mediation

A grievance may be referred to mediation if the Association is not satisfied with the answer to the grievance at Step Three of the grievance procedure contained within the collective bargaining agreement, or if no written decision has been received from the District within the time limits prescribed in Step Three. The deadline for requesting mediation is the same timeline as the deadline for submitting the dispute for arbitration, as outlined in 54.6.

54.7.3 District Response to Request

The District shall respond to the Association whether or not the District agrees to the mediation of the grievance no later than five (5) days after receipt of the Association's request for mediation.

54.7.4 Referral to Arbitration if Mediation Request Declined or No Response

If the District declines the request for mediation or fails to respond to the request, the Association shall have ten (10) school days after receipt of the denial or, if no response is given, fifteen (15) school days after the request for mediation was delivered, to refer the matter to arbitration.

54.7.5 Referral to Arbitration if Matter Unresolved by Mediation

If the grievance is not resolved at mediation, the Association shall have ten (10) school days after the date the mediation was concluded to refer the grievance to arbitration.

54.7.6 Appeals to Arbitration

If a grievance which has been mediated is referred to arbitration, the mediator may not serve as arbitrator, nor may the mediator be placed on any panel from which an arbitrator is to be selected by the parties. In the arbitration proceedings, there shall be no reference to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing and nothing said or done by either party for the first time in the mediation conference may be used against it in arbitration.

54.7.7 Fees

The fees of the mediator, the cost of transportation, and other necessary general costs shall be shared equally by the District and the Association. All other costs will be borne by the party incurring them.

54.8 Arbitration Cost

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

54.9 Enforcement

The grievant or the District may enter a decision or award of the arbitrator in any court of competent jurisdiction if the other party fails to follow the arbitrator's decision or award. If a motion to vacate the arbitrator's decision or award is entered in a court of competent jurisdiction, each party shall bear its own costs of such action.

54.10 Time Limits

The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties. Failure of the District to observe time limits in Steps One, Two and Three shall entitle the grievant to move the grievance to the next Step in the process as described in Sections 54.4, 54.5, and 54.6 above. Failure of the grievant to observe time limits shall terminate their right to proceed with the grievance to the next Step.

54.11 Grievance and Arbitration Meetings or Hearings

All meetings or hearings 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 held 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.

54.12 Continuity of Grievance

Notwithstanding the expiration of this Collective Bargaining Agreement, any grievance filed hereunder prior to such expiration may be processed through the grievance procedure until resolution.

54.13 No Reprisals

There shall be no reprisals of any kind by the District or the Association against any grievant or other employee participating in the grievance procedure.

Article 55 – Shared Decision Making

55.1 Schools are communities for learning organized to support the academic achievement of all students. As a learning community, the school must use all the resources available to focus on this goal. In developing a Shared Decision Making Model, the District and the Association believe that the model process will:

- Create a clear, shared vision for the school in accordance with goals and expectations at the federal, state and District level.
- Promote staff engagement and responsibility for building-wide decisions that support the academic achievement of all students.
- Build capacity for principals, teachers and support staff to increase their skills, and effectiveness in creating a learning environment that promotes academic achievement.
- Support a learning community that engages in effective communication processes that support building-wide plans and goals.
- Collaboratively oversee the distribution of resources provided within the Collective Bargaining Agreement (CBA).

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

The Adult Transition Program shall be considered a school for the purposes of this Article.

55.1.2 The District and Association have a mutual interest in minimizing substitute release for SDLT meetings and maximizing employee access to meetings. Towards those ends, while SDLTs may have daylong meetings before and after the school year, and such meetings may be off-site, the expectation is for SDLTs to meet at school (unless space is unavailable) during the school year so that other employees can attend meetings if they wish.

When space is not available, offsite meetings should generally be at other District facilities. SDLTs will minimize demand for substitutes by generally using half-day release and meeting outside the school day, although a full day release in the spring may be utilized.

55.2 Responsibilities

55.2.1 The SDLT has the authority to identify how decisions will be processed and made through operating principles which will identify the role of:

- Consensus
- Voting
- Consulting/Input
- Command/Principal Decision
- Building staff

55.2.2 In areas such as:

- Work that will support the mission of improving student achievement
- Use of specific monies in this CBA, i.e., building discretionary
- Activities on SDLT-Directed Days and SDLT-Directed early release occurrences.
- Leads and Liaisons for PLCs and building committees (e.g. REJ, PBIS)
- Technology Plan(s)
- Building Inservice/Professional Development
- Building Operating Principles
- Input to consider in staffing decisions/departmental issues
- Input to consider in faculty meeting agendas
- School climate
- School Effectiveness
- Annual review of student rights and responsibilities and building disciplinary standards
- Annual review of building procedures and responsibilities related to unfilled substitute positions
- Use of student technology devices in school common areas, to the extent necessary to maintain appropriate school climate and student focus on learning.

55.2.3 The principal, as the administrative designee for the District at the school and as the facilitator of the SDLT, has the responsibility to ensure that decisions of the SDLT meet the scope of responsibilities. (See Limitations of SDLT Authority).

55.2.4 Any decisions of the SDLT deemed outside the scope of responsibility by the principal shall be redirected to the SDLT for reconsideration.

55.2.5 Schools benefit from ongoing two-way communication with parents. As such, every SDLT shall design methods for parent involvement in the development and review of the School Improvement Plan.

- 55.2.6 On an annual basis, each building's SDLT will identify professional development needs regarding instructional practices that minimize learning disruptions, such as culturally competent classroom management, trauma-informed teaching practices, de-escalation, functional behavior analysis, and other best practices as appropriate. Each SDLT will report these professional development needs to the appropriate Executive Director of Schools. Executive Directors of Schools will provide updates to the AALT as needs arise. The District and building leadership will identify opportunities for such professional development and/or provide such professional development to staff. SDLT members are not required to create or deliver such professional development.
- 55.2.7 Each year, for one day during August District Leadership Week, the building SDLT meets with the building leadership team to plan and prepare for the upcoming school year. Participating SDLT members will be paid at their hourly rate.

55.3 Process

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

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

55.4 Membership and Elections

- 55.4.1 The Elementary Shared Decision Making Leadership Team will be composed of certificated building staff, classified representatives, and the building administrator(s). The Secondary Shared Decision Making Leadership team will be composed of department heads, at-large members, classified representatives, and the building administrator(s).
- 55.4.2 ESP representatives will be nominated or self-nominated by ESP employees. The election and appointment process for certificated staff representatives is addressed in the collective bargaining agreements for certificated staff.
- 55.4.3 Notification of a building's SDLT election will occur in the April SDLT minutes. Each building will post all SDLT positions for the ensuing school year by May 1st. A person will vote for SDLT representatives based on their expected assignment for the next school year.
- 55.4.4 Elections for SDLT members will be completed no later than June 1. This election will be jointly organized by the NSEA Building Representatives and the Principal and conducted through the use of a secret ballot. Terms of office shall be one year and members are eligible for re-election at the end of their term. A report on SDLT elections will be made at the June AALT meeting.
- 55.4.5 When vacancies arise later, elections will take place shortly after knowledge of the vacancy. Waivers to SDLT composition after June 1st will trigger another SDLT election.
- 55.4.6 Positions may be shared by two or more individuals. The individuals must be placed on the ballot as a team.
- 55.4.7 Classified employees represented by NSEA shall have the option to elect at least one representative (total) on the SDLT. An elected classified representative shall be a voting member of the SDLT, except on decisions regarding re-distribution or modifications of certificated SDLT stipend positions; certificated building in-service funds; and certificated building discretionary funds. In order to effectively utilize the representative's time and District resources, the representative shall, in consultation with the SDLT, determine whether their attendance is necessary at each SDLT meeting and any portion thereof.

55.5 Limitations of SDLT Authority

The parties agree that each cannot set aside their legal responsibilities; therefore, it is understood that unless waivers are made as outlined in Section 55.6, the Leadership Team cannot change:

- State and federal laws pertaining to education
- Washington Office of Public Instruction Rules & Regulations
- Northshore School Board policies and administrative regulations, adopted curriculum, graduation requirements, and District programs

Article 55 – Shared Decision Making

- The Collective bargaining agreements between any of the employee groups and the School Board
- Course alignments across grade levels and schools

55.6 Waivers

- 55.6.1 Requests for waivers will be based on improved student learning and/or program improvement and shall be referred to both the Association and the District for action.
- 55.6.2 Waiver requests must be approved at the site by eighty percent (80% agreement) of total NSEA members. Waiver requests on topics impacting both certificated and ESP employees must be approved by a vote by both certificated and ESP NSEA members. Waiver requests on topics impacting only ESP employees must be approved by a vote by ESP NSEA members only.
- 55.6.3 The waiver request must include:
- Reference to the specific provisions of Policy or Collective Bargaining Agreement to be waived;
 - Evidence of both employees and administrator participation in the decision making process leading up to the request;
 - Rationale attesting to the need for the waiver;
 - Timelines, if applicable;
 - Cost, if applicable;
 - Effect of the waiver on other areas of Policy or the Agreement;
 - Method of assessing improvements to the teaching and learning created by this waiver.
- 55.6.4 It is clearly understood that these waivers are not precedent setting. The waivers are temporary and are automatically rescinded at the end of each contract year unless specifically extended. Waiver requests for major changes that may require multiple years to be tested for effectiveness may be requested and granted for up to three years.

55.7 Compensation

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

55.8 SDLT Composition

High School

- Fourteen (14) certificated members
- ESP
- NEOPA representation as determined by the NEOPA collective bargaining agreement

Middle School

- Ten (10) certificated members
- ESP
- NEOPA representation as determined by the NEOPA collective bargaining agreement

Elementary with 700 or fewer students

- Six (6) certificated members
- ESP
- NEOPA representation as determined by the NEOPA collective bargaining agreement

Elementary with more than 700 Students

- Nine (9) certificated members
- ESP
- NEOPA representation as determined by the NEOPA collective bargaining agreement

Unique Programs

Adult Transition

- Two (2) certificated members
- Two (2) ESP representatives
- NEOPA representation as determined by the NEOPA collective bargaining agreement

Adult transition representatives will collaborate with the SDLT of any host school for the program on issues affecting adult transition

Early Childhood – three (3) certificated stipends

- At least three (3) certificated members
- At least one (1) ESP member
- NEOPA representation as determined by the NEOPA collective bargaining agreement

Early childhood representatives assigned to worksites other than Sorenson will collaborate with their building's SDLT on issues impacting early childhood. In recognition of Early Childhood needs, the Early Childhood program is able to determine the composition of its SDLT as necessary.

Innovation Lab High School

- Two (2) certificated members
- At least one (1) ESP
- NEOPA representation as determined by the NEOPA collective bargaining agreement

Northshore Learning Options

- Six (6) certificated members

Article 56 – Safety and Emergency Preparedness

- One (1) ESP representative
- NEOPA representation as determined by the NEOPA collective bargaining agreement

Secondary Academy for Success

- Two (2) certificated members
- One (1) ESP representative
- NEOPA representation as determined by the NEOPA collective bargaining agreement

55.9 SDLT Representative Duties

ESP SDLT representatives, along with the principal, will act as members of the school's Shared Decision Making Leadership Team. The duties of an ESP SDLT representative may include: (a) regular, expected attendance at Shared Decision Making Leadership Team meetings and intra-District meetings; (b) providing input regarding ESP schedules; (c) conducting and leading ESP department or other meetings, which shall include opportunities for input into upcoming SDLT decisions, including the four (4) Wednesday early release occurrences referenced in Section 22.11.2; (d) assisting new staff; (e) attending and planning special events beyond the work day; and (f) interviewing candidates.

55.10 Alterations to SDLT Composition

Any alterations to SDLT composition must be voted on according to the waiver request process.

Article 56 – Safety and Emergency Preparedness

56.1 The District shall provide a safe and healthful working environment for all employees.

56.2 District Safety Committee

56.21 The District will maintain a District Safety Committee to assist in the detection and elimination of unsafe conditions and work procedures and improvement of employee morale.

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

56.3 Individual Site Health and Safety Committees

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

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

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

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

56.4 Safety & Emergency Prep Coordinator

56.4.1 The District will maintain a building level Emergency Coordinator position. One of the primary roles of this position will be to develop, maintain, and revise as needed an Emergency Operations Plan (EOP) for each building.

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

- Ensure that existing staff are assigned to key emergency roles as defined by FEMA
- Develop and revise the EOP which will be due in May for the upcoming school year

Article 57 – Duration of Agreement

- Review and train staff and students on emergency procedures in coordination with District guidance
 - Stock and maintain supplies in the emergency containers
 - Conduct safety and emergency meetings on a regular basis, at least quarterly
 - Work with building administration to schedule required emergency drills
 - Review Incident/Accident reports to identify hazards, causes and trends
 - Maintain safety bulletin board(s) and distribute safety materials
 - Receive and evaluate employee safety suggestions and notifications
 - Check for hazards and make recommendations to rectify or improve hazardous conditions
 - Provide written feedback to employees who have identified problems
 - Keep notes of all meetings and post them on safety bulletin boards
- 56.4.3 The stipend for this position is listed in schedule 36EL (elementary), schedule 36JH (middle school), schedule 36SH (high school), schedule 36SA (Secondary Academy for Success), schedule 36IL (Innovation Lab), and 36NN (Northshore Networks) of this agreement and will receive the same annual increase applied to salaries in this agreement.
- 56.4.4 Additionally, the coordinator will be paid at the C-7 rate if otherwise employed as a certificated employee, or the hourly rate of their other position, if otherwise employed as an ESP employee, for any work performed either before or after school to stock the emergency containers and maintain classroom emergency supplies. Safety and Emergency Prep Coordinators will submit an additional hourly pay form to be compensated for this time.
- 56.4.5 Safety and Emergency Prep Coordinators shall be provided with required training as appropriate. If the required training is scheduled outside of the regular work day the employee will be paid the C-7 rate if otherwise employed as a certificated employee or the hourly rate of their other position, if otherwise employed as an ESP employee. Safety and Emergency Prep Coordinators will submit an additional hourly pay form to be compensated for this time.
- 56.4.6 Safety and Emergency Prep Coordinators will be responsible for the safety program at each site. The coordinator will investigate all building safety complaints and report findings to the building administrator. If the administrator is unable to solve the problem, the administrator will report the item to the District Director of Safety and Security for action.

Article 57 – Duration of Agreement

- 57.1 This Collective Bargaining Agreement shall become effective September 1, 2026, and continue in effect until August 31, 2028.
- 57.2 This Agreement or any provision herein may be extended by mutual written agreement of the parties; otherwise it shall expire on the date indicated.

- 57.3 Specific provisions of this agreement may be reopened upon the request of the District or the Association prior to the beginning of any school year to respond to significant changes in federal, state or local revenue sources or the authority and parameters to expend such federal, state or local revenues.
- 57.4 Except as otherwise provided in this Agreement, bargaining for a successor Agreement shall begin no later than ninety (90) days prior to the expiration date of the Agreement, or any extension thereof, but not earlier than April 1, of the year of expiration, except by mutual written agreement of the parties.

**Collective Bargaining Agreement
between
Northshore Education Association (NSEA)
and
Northshore School District No. 417
September 1, 2026-August 31, 2028**

Signature Page

Dated and signed this 14 day October, 2026.

FOR THE ASSOCIATION

Lauren Dandridge

Lauren Dandridge (Oct 12, 2026 19:39:09 PDT)

Lauren Dandridge, President, NSEA

Paul Dillon

Paul Dillon (Oct 12, 2026 22:03:10 PDT)

Paul Dillon, WEA Representative

Association Team Members:

Ric Calhoun
Lauren Dandridge
Jessica Darling
Paul Dillon
Tiffany Frane
Patrick Holmes
Ben Huizenga
Lydia King
Kim Leatherman
Chandra Murphy
Robbi Reed
Talía Rich
Zachary Seay
Sheri Setzer
Kari Stokes
Cary Thompson
Colette Weber
Pamela Wilson

FOR THE DISTRICT

Justin Irish

Justin Irish (Oct 14, 2026 08:01:22 PDT)

Dr. Justin Irish, 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 September 14, 2026.

JoLynn Berge

JoLynn Berge (Oct 13, 2026 18:11:52 PDT)

JoLynn Berge, Deputy Superintendent

District Team Members:

JoLynn Berge
Richard Brown
Obadiah Dunham
Stephanie Greany
Nancy Johnson
Jerred Kelly
Eric McDowell
Sharyn Mehner
Doreen Milburn
Buzz Porter
Sam Yuhan

Appendices

Appendix A-1 – Position Placement Information

LEVEL I

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

LEVEL II

- Campus Supervisor
- Certified Occupational Therapy Assistant
- Head Start Teacher
- Health Occupations Assistant
- Instructor – Preschool Program
- Interpreter
- Licensed Physical Therapy Assistant
- Speech Language Pathologist Assistant
- Ready Start Teacher
- Registered Behavior Technician
- Transcriber

LEVEL III

- Dean of Students
- Family Service Worker
- Family Engagement Specialist
- Mental Health Specialist
- Registered Nurse
- School Services Specialist
- Truancy Specialist

Inactive job titles as of March 2026:

- Child Care Specialist
- Community Schools Project Coordinator (Seattle Foundation Grant)
- Community Service Specialist
- Natural Leaders Specialist
- Swimming/Water Safety Specialist

Appendix A-2 – 2026-2027 Salary Schedule – Schedule 36

Educational Support Professionals
Northshore School District No. 417

Step-->		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15
LEVEL I	Hourly	\$30.79	\$31.71	\$32.64	\$33.56	\$34.48	\$35.41	\$35.87	\$36.33	\$36.79	\$37.26	\$37.63	\$37.99	\$38.36	\$38.73	\$39.10
AE191	Annual	\$38,425.92	\$39,574.08	\$40,734.72	\$41,882.88	\$43,031.04	\$44,191.68	\$44,765.76	\$45,339.84	\$45,913.92	\$46,500.48	\$46,962.24	\$47,411.52	\$47,873.28	\$48,335.04	\$48,796.80
192 days	Monthly	\$3,202.16	\$3,297.84	\$3,394.56	\$3,490.24	\$3,585.92	\$3,682.64	\$3,730.48	\$3,778.32	\$3,826.16	\$3,875.04	\$3,913.52	\$3,950.96	\$3,989.44	\$4,027.92	\$4,066.40
LEVEL II	Hourly	\$41.04	\$42.27	\$43.50	\$44.73	\$45.96	\$47.20	\$47.81	\$48.43	\$49.04	\$49.66	\$50.15	\$50.64	\$51.14	\$51.63	\$52.12
AE191	Annual	\$51,217.92	\$52,752.96	\$54,288.00	\$55,823.04	\$57,358.08	\$58,905.60	\$59,666.88	\$60,440.64	\$61,201.92	\$61,975.68	\$62,587.20	\$63,198.72	\$63,822.72	\$64,434.24	\$65,045.76
192 days	Monthly	\$4,268.16	\$4,396.08	\$4,524.00	\$4,651.92	\$4,779.84	\$4,908.80	\$4,972.24	\$5,036.72	\$5,100.16	\$5,164.64	\$5,215.60	\$5,266.56	\$5,318.56	\$5,369.52	\$5,420.48
AE196	Annual	\$52,551.72	\$54,126.74	\$55,701.75	\$57,276.77	\$58,851.78	\$60,439.60	\$61,220.71	\$62,014.62	\$62,795.72	\$63,589.63	\$64,217.08	\$64,844.52	\$65,484.77	\$66,112.22	\$66,739.66
197 days	Monthly	\$4,379.31	\$4,510.56	\$4,641.81	\$4,773.06	\$4,904.32	\$5,036.63	\$5,101.73	\$5,167.89	\$5,232.98	\$5,299.14	\$5,351.42	\$5,403.71	\$5,457.06	\$5,509.35	\$5,561.64
LEVEL III	Hourly	\$51.32	\$52.86	\$54.40	\$55.94	\$57.48	\$59.02	\$59.79	\$60.56	\$61.33	\$62.10	\$62.71	\$63.33	\$63.94	\$64.56	\$65.18
AE196	Annual	\$65,715.26	\$67,687.23	\$69,659.20	\$71,631.17	\$73,603.14	\$75,575.11	\$76,561.10	\$77,547.08	\$78,533.07	\$79,519.05	\$80,300.16	\$81,094.07	\$81,875.17	\$82,669.08	\$83,462.99
197 days	Monthly	\$5,476.27	\$5,640.60	\$5,804.93	\$5,969.26	\$6,133.60	\$6,297.93	\$6,380.09	\$6,462.26	\$6,544.42	\$6,626.59	\$6,691.68	\$6,757.84	\$6,822.93	\$6,889.09	\$6,955.25
AE199	Annual	\$66,382.42	\$68,374.41	\$70,366.40	\$72,358.39	\$74,350.38	\$76,342.37	\$77,338.37	\$78,334.36	\$79,330.36	\$80,326.35	\$81,115.39	\$81,917.36	\$82,706.39	\$83,508.36	\$84,310.33
199 days	Monthly	\$5,531.87	\$5,697.87	\$5,863.87	\$6,029.87	\$6,195.87	\$6,361.86	\$6,444.86	\$6,527.86	\$6,610.86	\$6,693.86	\$6,759.62	\$6,826.45	\$6,892.20	\$6,959.03	\$7,025.86
AE205	Annual	\$68,383.90	\$70,435.95	\$72,488.00	\$74,540.05	\$76,592.10	\$78,644.15	\$79,670.18	\$80,696.20	\$81,722.23	\$82,748.25	\$83,561.08	\$84,387.23	\$85,200.05	\$86,026.20	\$86,852.35
205 days	Monthly	\$5,698.66	\$5,869.66	\$6,040.67	\$6,211.67	\$6,382.68	\$6,553.68	\$6,639.18	\$6,724.68	\$6,810.19	\$6,895.69	\$6,963.42	\$7,032.27	\$7,100.00	\$7,168.85	\$7,237.70
AE210	Annual	\$70,051.80	\$72,153.90	\$74,256.00	\$76,358.10	\$78,460.20	\$80,562.30	\$81,613.35	\$82,664.40	\$83,715.45	\$84,766.50	\$85,599.15	\$86,445.45	\$87,278.10	\$88,124.40	\$88,970.70
210 days	Monthly	\$5,837.65	\$6,012.83	\$6,188.00	\$6,363.18	\$6,538.35	\$6,713.53	\$6,801.11	\$6,888.70	\$6,976.29	\$7,063.88	\$7,133.26	\$7,203.79	\$7,273.18	\$7,343.70	\$7,414.23

Advanced Paraeducator Certificate/Basic Standards Certificate (NAEOP)	\$1,156 per year
AA Degree/Associate Professional (NAEOP)	\$1,358 per year
Advanced I (NAEOP)	\$1,505 per year
Advanced II (NAEOP)	\$1,663 per year
Advanced III (NAEOP)	\$1,845 per year
BA or BS Degree/Professional Bachelor's Degree (NAEOP)	\$2,041 per year
MA or MS Degree/Professional Master's Degree (NAEOP)	\$2,124 per year
Level II or III with ESA – appropriate to the job	\$3,907 per year
Level II or III with MA degree – appropriate to the job	\$3,907 per year
Level II or III with ESA & MA/MS appropriate to the job	\$5,907 per year
National Board for the Certification of School Nurses	\$1,500 per year

Annual and monthly salary rates are calculated based on a 6.5-hour workday and a full school-year contract. For employees whose contracts begin after September 1st, salary and PSP stipends are prorated accordingly.

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

Employees who have achieved the higher levels of certification or degrees listed in the left-hand section shall receive an annual stipend in addition to their normal salary. Employees employed for less than 3.5 hours shall be eligible for one half of the PSP stipend. Employees qualifying at more than one level will receive only one level of incentive pay, except employees qualifying for the National Board for Certification of School Nurses. See Section 30.9 in Collective Bargaining Agreement.

Approved by the Board of Directors: September 14, 2026

Effective: September 1, 2026

Appendix A-3 – 2026-2027 Classified Activity Schedules**Northshore School District No. 417
2026-27 School Year**

Schedule 36EL - Elementary			Additional Allocation
1.	Safety & Emergency Prep Coordinator - Less than 800 students	\$2,065	
	Safety & Emergency Prep Coordinator - 800 or more students	\$2,479	
	Safety & Emergency Prep Coordinator - 1000 or more students	\$2,850	
3.	Assessment Coordination - 400 or fewer students**	\$1,779	\$1,111
	Assessment Coordination - 800 or fewer students**	\$2,333	\$1,669
	Assessment Coordination - more than 800 students**	\$2,667	\$2,001
3.	Textbook / Science Materials Manager- less than 600 students***	\$889	
	Textbook / Science Materials Manager- 600 or more students***	\$1,111	
	Textbook / Science Materials Manager- 800 or more students***	\$1,334	
4.	Student Enrichment Fund*	\$3,875	

*The Student Enrichment Fund supports stipends for Academic Clubs, Student Council, and/or other student enrichment activities. The process for allocating Student Enrichment Funds will be included in the SDLT Decision Making Matrix. By February 28, buildings will report to the District and Association the annual plan for distribution of these funds, including activity, name of employee(s) receiving stipend(s), and stipend amount. The Student Enrichment Fund may not be used for activities defined in the Athletics and Activities Association agreement.

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

***For job description see Appendix L in the Collective Bargaining Agreement.

Approved by the Board of Directors: September 14, 2026
Effective: September 1, 2026

**Northshore School District No. 417
2026-27 School Year**

Schedule 36JH – Middle School			Additional Allocation
1.	Yearbook (if no class, full stipend; if class, half stipend)	\$2,595	
2.	Safety Committee Member	\$394	
3.	Safety & Emergency Prep Coordinator - Less than 800 students	\$2,065	
	Safety & Emergency Prep Coordinator - 800 or more students	\$2,479	
	Safety & Emergency Prep Coordinator - 1000 or more students	\$2,850	
4.	WEB Coordinator (4 stipends)**	\$1,334	
5.	Assessment Coordination - 800 or fewer students***	\$2,333	\$1,669
	Assessment Coordination - more than 800 students***	\$2,667	\$2,001
6.	Student Enrichment Fund*	\$12,281	

*The Student Enrichment Fund supports stipends for Academic Clubs, Mascot/Advisory Time Coordinators, and/or other student enrichment activities. The process for allocating Student Enrichment Funds will be included in the SDLT Decision Making Matrix. By February 28, buildings will report to the District and Association the annual plan for distribution of these funds, including activity, name of employee(s) receiving stipend(s), and stipend amount. The Student Enrichment Fund may not be used for activities defined in the Athletics and Activities Association agreement.

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

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

Approved by the Board of Directors: September 14, 2026
Effective: September 1, 2026

Northshore School District No. 417
2026-27 School Year

Schedule 36SH – Senior High			Additional Allocation
1.	Senior Class Advisor	\$2,222	
2.	Junior Class Advisor	\$1,669	
3.	Sophomore Class Advisor	\$1,111	
4.	Safety Committee Member	\$394	
5.	Safety & Emergency Prep Coordinator - Less than 800 students	\$2,065	
	Safety & Emergency Prep Coordinator - 800 or more students	\$2,479	
	Safety & Emergency Prep Coordinator - 1000 or more students	\$2,850	
6.	Link Crew Coordinator (4 stipends)**	\$1,669	
7.	Assessment Coordination***	\$3,335	\$3,890
8.	Freshman Class Advisor	\$790	
9.	Student Enrichment Fund*	\$25,251	

**The Student Enrichment Fund supports stipends for Academic Clubs, Mascot/Advisory Time Coordinators, and/or other student enrichment activities. The process for allocating Student Enrichment Funds will be included in the SDLT Decision Making Matrix. By February 28, buildings will report to the District and Association the annual plan for distribution of these funds, including activity, name of employee(s) receiving stipend(s), and stipend amount. The Student Enrichment Fund may not be used for activities defined in the Athletics and Activities Association agreement.

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

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

Approved by the Board of Directors: September 14, 2026
Effective: September 1, 2026

**Northshore School District No. 417
2026-27 School Year**

Schedule 36SA - Secondary Academy for Success			Additional Allocation
1.	Assessment Coordination**	\$394	
2.	Safety Committee Member	\$2,065	
3.	Safety & Emergency Prep Coordinator - Less than 800 students	\$2,333	\$1,669
4.	Student Enrichment Fund*	\$12,484	

*The Student Enrichment Fund supports stipends for Academic Clubs, ASB, Mascot/Advisory Time Coordinators, and/or other student enrichment activities. The process for allocating Student Enrichment Funds will be included in the SDLT Decision Making Matrix. By February 28, buildings will report to the District and Association the annual plan for distribution of these funds, including activity, name of employee(s) receiving stipend(s), and stipend amount. The Student Enrichment Fund may not be used for activities defined in the Athletics and Activities Association agreement.

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

Approved by the Board of Directors: September 14, 2026
Effective: September 1, 2026

**Northshore School District No. 417
2026-27 School Year**

Schedule 36IL – Innovation Lab			Additional Allocation
1.	Safety Committee Member	\$394	
2.	Safety & Emergency Prep Coordinator - Less than 800 students	\$2,065	
3.	Assessment Coordination**	\$2,333	\$1,669
4.	Student Enrichment Fund*	\$12,484	

*The Student Enrichment Fund supports stipends for Academic Clubs, Mascot/Advisory Time Coordinators, and/or other student enrichment activities. The process for allocating Student Enrichment Funds will be included in the SDLT Decision Making Matrix. By February 28, buildings will report to the District and Association the annual plan for distribution of these funds, including activity, name of employee(s) receiving stipend(s), and stipend amount. The Student Enrichment Fund may not be used for activities defined in the Athletics and Activities Association agreement.

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

Approved by the Board of Directors: September 14, 2026
Effective: September 1, 2026

Northshore School District No. 417
2026-27 School Year

Schedule 36NN – Northshore Learning Options			Additional Allocation
1.	Safety & Emergency Prep Coordinator - Less than 800 students	\$2,065	
	Safety & Emergency Prep Coordinator - 800 or more students	\$2,479	
	Safety & Emergency Prep Coordinator - 1000 or more students	\$2,850	
2.	Assessment Coordination - 400 or fewer students**	\$1,779	\$1,111
	Assessment Coordination - 800 or fewer students**	\$2,333	\$1,669
	Assessment Coordination - more than 800 students**	\$2,667	\$2,001
3.	Textbook / Science Materials Manager- less than 600 students***	\$889	
	Textbook / Science Materials Manager- 600 or more students***	\$1,111	
	Textbook / Science Materials Manager- 800 or more students***	\$1,334	
4.	Student Enrichment Fund*	\$3,875	

*The Student Enrichment Fund supports stipends for Academic Clubs, Student Council, and/or other student enrichment activities. The process for allocating Student Enrichment Funds will be included in the SDLT Decision Making Matrix. By February 28, buildings will report to the District and Association the annual plan for distribution of these funds, including activity, name of employee(s) receiving stipend(s), and stipend amount. The Student Enrichment Fund may not be used for activities defined in the Athletics and Activities Association agreement.

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

***For job description see Appendix L in Collective Bargaining Agreement

Approved by the Board of Directors: September 14, 2026
Effective: September 1, 2026

Appendix B – Classification and Work Year Summary**Northshore School District No. 417**

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

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

** See 12.41

Appendix C – Evaluation Forms**Northshore School District No. 417
Educational Support Professionals Evaluation Summary**

Educational Employee: _____ Date of Conference: _____

Assignment: _____ School: _____

Evaluation Type: Annual _____ Probationary _____ Other _____

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

Evaluator's Summary Statement:

Employee Comments or Reaction to the Evaluation:

Employee's Signature: _____

Evaluating Administrator's Signature: _____

Conference Date: _____

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

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

Appendix D – Official Grievance Form

Grievance Step (Two or Three): _____ Date of Filing This Grievance: _____

Aggrieved Person(s): _____

Work Email(s): _____

Worksite(s): _____ Assignment(s): _____

Administrator With Whom Grievance is Filed: _____

Previous Steps (if applicable):

Date of Step One Discussion: _____ Date of Step One Answer: _____

Date Step Two Grievance was Filed: _____

Date of Step Two Meeting: _____ Date of Step Two Answer: _____

Which contract provision(s) have been violated, misinterpreted, misapplied, unfairly applied, or not applied?

Statement of facts that explains when and how the contract provision(s) identified above have been violated, misinterpreted, misapplied, unfairly applied, or not applied:

Remedy sought:

Grievant's Signature: _____ Date: _____

cc. NSEA President, NSEA UniServ Representative, NSD Human Resources

Appendix E – Unused Leave Compensation

SECTION I - Employee Attendance Incentive Program Procedures - Attendance

A. Accumulation of Illness, Injury and Emergency

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

B. Annual Conversion of Accumulated Illness and Injury Leave

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

Appendix E – Unused Leave Compensation

5. Illness, injury, or emergency leave days that are eligible for conversion shall be converted to monetary compensation at the rate of twenty-five (25) percent of an employee's current, rate of compensation for each day of eligible illness, injury or emergency leave;
6. The rate of compensation is exclusive of supplemental pay such as overtime pay, standby pay, and premium pay, and exclusive of benefits such as health insurance premiums and other forms of insurance premiums;
7. Partial days of eligible illness, injury or emergency leave shall be converted on a pro rata basis;
8. All illness, injury, emergency leave days converted to monetary compensation pursuant to this procedure shall be deducted from an employee's accumulated illness or injury leave balance.

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

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

D. Post Retirement Considerations

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

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

SECTION II - Employee Attendance Incentive Program Procedures - Personal Leave

A. Accumulation of Personal Leave

Personal leave described in Article 40 shall accumulate from year to year up to eight days. For the purposes of this section, "days" are based on the employee's prorated work day.

B. Conversion of Personal Leave Upon Death

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

Appendix F – Provisions for Leave Sharing

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

A. Eligibility for Receiving Leave

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

B. Donation of Sick Leave

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

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

C. Maximum Amount

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

D. Documentation

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

E. Calculation

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

F. Exhaustion of Sick Leave

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

G. Shared Leave Request Process

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

H. Leave Balances

Employees using or donating shared leave may request an update on their current available leave balance by contacting Human Resources at any time. The District and Association shall continue to confer during the 2026-27 school year on ways to automate the communication of such leave balances to employees.

Appendix G – Violent/Aggressive Student Behavior Processing

Addendum G - Part 1

Violent/Aggressive Student Behavior Initial Incident Report Form

Northshore
School District

Please complete this form prior to filling out the incident report form

This form is used to document incidents of violent or aggressive student behavior and ensure timely communication and support. Once submitted, this report will be automatically shared with **NSEA** and your **building administrator**. The information collected helps guide appropriate follow-up and next steps in accordance with the **School Administrator Protocol/Action Steps for Processing an Incident of Violent/Aggressive Student Behavior**. Staff should complete this form any time such an incident occurs that they feel should be documented. **Administrative approval is not required prior to submitting this form.**

STAFF INFORMATION

Name: _____ Role: _____
School: _____ Incident Date: _____

NEXT STEPS AFTER SUBMISSION

- 1 Check your email for a link to the **Addendum G – Incident Report Form - Part 2**. Click on that link and complete and submit the Incident Report Form to your building administrator.
- 2 Your administrator will review the report and complete the **Addendum G – Action Steps Form - Part 3**.

Additional forms may be required depending on the nature of the incident. Any forms that include student-identifiable information will remain **confidential** and will only be shared with appropriate staff, administrators, and central office.

INJURY REPORT

Make sure you report any on-the-job injuries to your school nurse or supervisor immediately, even if you are NOT going to seek professional medical care. The Injury Report Form is not required in order to submit this Initial Staff Form.

Admin Reviewed (initial) _____

NSEA Reviewed (initial) _____

Addendum G - Part 2

Violent/Aggressive Student Behavior Incident Report Form

Northshore

School District

*If you have not already completed the , please complete it first before proceeding to Part 2.***To be completed by the staff member and administrator.****STAFF & STUDENT INFORMATION**

Student Name/ID#: _____	Staff Member Name: _____
Date of Incident: _____	School: _____

INCIDENT DESCRIPTION**Description of the Incident:****INITIAL ASSESSMENT****Did Physical Contact Occur?****Was There An Injury?****INJURY DETAILS (IF APPLICABLE)****Description of Injury:****Medical Attention Sought?****SIF-2 Report Completed?****Assault Reporting Information Provided?****SIGNATURES**

Staff Member Signature: _____	Administrator Signature: _____
Date Signed: _____	_____

cbarela / April 2026 / REJ

Addendum G - Part 3

School Administrator Protocol / Action Steps — Violent / Aggressive
Student Behavior

Northshore

School District

Follow the workflow steps below in order. Use the branching prompts to skip sections that do not apply.

To be completed by the administrator.

INCIDENT OCCURS — IMMEDIATE RESPONSE

- De-escalate and stabilize situation
- Support staff in de-escalating the situation
- Provide direct supervision of the student until the parent or guardian arrives
- Address any immediate medical needs
- Ascertain if there was physical contact and/or any injuries
- Photograph injury(ies) as evidence
- Assist staff member in obtaining medical attention, if necessary

INITIATE ADDENDUM G

- Staff member or designee completes **Part 1: Addendum G – Initial Staff Form**
 - Administrator reviews, signs, and sends the form to NSEA, following prompts within the form
- Staff member or designee completes **Part 2: Addendum G – Incident and Action Steps form**. The staff member will receive a link to the form via email
 - Administrator reviews Part 2: Addendum G – Incident and Action Steps
 - Add any additional information as needed, ensuring the exact context of the incident is documented, including when and where it occurred and statements made by staff members and witnesses
- Administrator completes **Part 3: Addendum G – Incident and Action Steps**

WAS THERE PHYSICAL CONTACT AND/OR INJURY?

- Yes
- No - Continue to Parent/Guardian Contacted

If Yes, complete:

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

Addendum G - PART 3

School Administrator Protocol / Action Steps — Violent / Aggressive Student Behavior

Northshore

School District

Follow the workflow steps below in order. Use the branching prompts to skip sections that do not apply.

PARENT/GUARDIAN CONTACTED

- Contact the parent or guardian of the student
- Implement a plan for supporting students who are observers of traumatic events including appropriate notice to parents and families (CBA Article 27.8)
- Provide direct supervision of the student until the parent or guardian arrives
- Document contact or attempted contact

DOES THE STUDENT HAVE AN IEP OR 504

- Yes
- No — Proceed to Prior to Re-Entry

If Yes, complete:

- Reference student's Behavior Intervention Plan or Emergency Response Protocol
- For a student with a 504 plan, contact Student Services for assistance (ext. 7632).
- For a student with an IEP, contact Special Education for assistance (ext. 7733).
- Hold a manifestation meeting. If behavior is not a manifestation of disability, continue to "Prior to Re-Entry".
 - If a manifestation meeting is held, follow the Manifestation Form guidelines to determine whether the behavior was a manifestation of the disability.

Prior to Re-Entry

Please complete the checklist below:

- Refer student to counselor or other appropriate intervention if necessary
- Develop and/or revise safety/behavior plan with appropriate school and district staff
- Review the safety/behavior plan with school staff and obtain signatures from school staff on agreement to implement the plan
 - Notify student's assigned staff and other staff on a need-to-know basis as soon as reasonably possible (Cert CBA 27.9, ESP 26.101.)
- Review the safety/behavior plan with the student and parents/guardians prior to return to school; obtain signatures on the agreement to implement
- Facilitate a meeting with student, parents/guardians, and staff member to repair the relationship prior to return to the staff member's class

Addendum G - Part 3

School Administrator Protocol / Action Steps — Violent / Aggressive Student Behavior

Northshore

School District

Follow the workflow steps below in order. Use the branching prompts to skip sections that do not apply.

CONTACTS & NOTIFICATIONS

Check applicable contacts. Law enforcement or CPS only if warranted.

- Contact your supervisor
- Contact Law Enforcement and/or Safety & Security (ext. 7745) as warranted.
- Work with the Director of Student Services (ext. 7632) to:
 - Follow discipline procedures, if required, as per Rights & Responsibilities Handbook
 - Determine the level of risk. If an outside threat assessment is needed, follow those next steps.
 - If warranted, refer student for mental health and safety inquiry; notify parent or guardian of readmission requirements.
 - Determine whether a re-entry conference is required. If so, develop a plan with Student Services (ext. 7632) and notify parent/guardian.

ADMINISTRATOR ATTESTATION

- Review actions taken
- Certify completion
- Submit form

REQUIRED FORMS

Ensure each has been completed and submitted (as needed):

- SIF-2 Worker's Compensation Injury Report if there is an injury (available from the nurse).
- Discipline Report uploaded in the student information system if discipline has been imposed
- Physical Restraint, Isolation & Other Use of Reasonable Force form if any of those occurred
- Safety/Behavior plan uploaded into the student information system
- Copies of forms and safety/behavior plan provided to staff member involved
 - Notify student's assigned staff and other staff on a need-to-know basis as soon as reasonably possible (Cert CBA 27.9, ESP 26.101)

ADMINISTRATOR SIGNATURE & DATE

Date of Incident:	_____	School Building:	_____
Name of Affected Staff Member:	_____	Name of Administrator:	_____
Signature of Administrator:	_____	Date Signed:	_____

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

Reviewed by Executive Director: _____

Appendix H – Special Education Advisory Committee (SEAC)

The Special Education Advisory Committee (SEAC) is not a governing entity but rather serves to make recommendations and/or provide key information to department District leadership regarding the design and implementation of services for students with special needs. SEAC members bring knowledge and skills that augment the knowledge and skills of the Special Education Department administration. SEAC will be jointly facilitated by a co-chair selected by the District and a co-chair selected by the Association.

Meetings

SEAC shall meet at least five times a year with all-day sub release. At the first meeting of the year, SEAC will set goals to align with the Comprehensive Special Education Plan to accomplish over the course of the year. The District shall share information with all special education staff regarding the process for communicating with SEAC. Time will be allocated for a two-way discussion and staff input. By April 30th of each school year, SEAC members will create a proactive agenda for the following school year's meeting topics with input from any employees (on SEAC or not), with the opportunity to adjust as needed to meet legislative mandates and/or District initiatives. At the first meeting of each school year, SEAC will review the goals set the previous Spring.

SEAC will identify topics and provide input in areas that support

- improving student achievement;
- technology plans;
- inservice and professional development;
- problem solving workload and program issues; and
- practices that enhance community and climate.

SEAC will maintain a standing agenda item for OSPI and ESD updates. SEAC will report these professional development needs to the appropriate District administrator. District administration will provide updates to the AALT as needs arise.

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

Membership

SEAC shall be composed of the following:

- 1 General Education High School Teacher
- 1 General Education Elementary Teacher
- 1 General Education Middle School Teacher
- 1 School Counselor
- 3 Secondary Special Education Teachers;
- 3 Elementary Special Education Teachers;
- 1 Adult Transition Special Education teacher;
- 1 Early Childhood Special Education teacher;
- 2 Special Education paraeducators (one elementary; one secondary);
- 3 ESA staff (Psychologist, SLP, OT/PT);
- Up to 2 NSEA Officers (with Association-provided release)

Appendix H – Special Education Advisory Committee (SEAC)

- 3 Building Administrators (Early Childhood, Elementary, Secondary); and
- 5 District Administrators (3 Special Education Directors, the administrator in charge of Special Education, and a designee from Curriculum and Instruction)

NSEA leadership will determine how NSEA members will be appointed. NSEA shall appoint the nonsupervisory members of the SEAC.

Dissemination of Information

Time will be set aside at the end of every SEAC meeting for the co-chairs to review the notes and action plans recorded during the meeting. The Special Education Executive Director will provide a summary of the meeting, through the special education bulletin, which also includes slide deck/agenda and minutes, and/or any work products.

Decision Making

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

Appendix I – Memoranda of Understanding

**Memorandum of Understanding
between
Northshore School District No. 417
and
Northshore Education Association**

2026-1 ESP: Blended Special Education Caseload Models

1. All certificated staff from each program proposed for blending and one classified staff member chosen by simple majority by all classified staff for each program proposed, shall vote on whether or not to adopt a blended caseload model in their building. The building principal may break a tie if needed. The vote may include any special education service in the building and may apply to all certificated and classified special education staff. Any staff in a blended program may request to re-vote on this decision prior to May 1 of each school year. Any vote to approve such agreement must be conducted prior to June 1 of the school year prior to implementation of the blended caseload model. When special education teams approve such use of this model, they will communicate their approval to both the NSEA President and the administrator in charge of Human Resources prior to June 1 of the school year prior to implementation.
2. The total certificated staffing, classified staffing, and overload pay allocations for special education service providers will remain the same as a service delivery model that is not blended. The teachers and the principal will ensure that special education caseloads are balanced and are encouraged to use the Workload Matrix to calculate an equitable caseload distribution. The building administration will continue to monitor student distribution over the course of the year.
3. If overload pay would be generated by a non-blended model, the overload pay will be distributed equally to all certificated staff in the blended model, and on a pro-rated basis to any part-time certificated staff. If caseloads increase significantly, the parties will meet and discuss appropriate remedies.
4. If staff determine to adopt this blended service delivery model, they shall maintain their current sub-classification designations and seniority within sub-classifications for paraeducators. These designations will be used for displacement and reassignment purposes, if necessary.
5. Paraeducator staff may support all students in a general education or special education classroom regardless of program identification. Special education teams and building administrators will determine paraeducator scheduling to meet student needs in accordance with other provisions of this agreement.
6. Co-teaching (K-12) between general education and special education teachers will be on a voluntary and mutually agreed upon basis.

Dated and signed this 14 day October, 2026.

For the Association

Lauren Dandridge

Lauren Dandridge (Oct 12, 2026 19:39:09 PDT)

Lauren Dandridge, President, NSEA

Paul Dillon

Paul Dillon (Oct 12, 2026 22:03:10 PDT)

Paul Dillon, WEA Representative

For the District

Justin Irish

Justin Irish (Oct 14, 2026 08:01:22 PDT)

Dr. Justin Irish, Superintendent

JoLynn Berge

JoLynn Berge (Oct 13, 2026 18:11:52 PDT)

JoLynn Berge, Deputy Superintendent

**Memorandum of Understanding
between
Northshore School District No. 417
and
Northshore Education Association**

**2026-2 ESP: Job Expectations for School Nurses &
Responsibilities of Other Staff in the Absence of a Nurse**

Basic job expectations for ALL nursing staff:

- Detects, plans, treats and follows up on student health problems and serves as a liaison between home, school and medical or other community resources.
- Develops Emergency Care Plans for all students with life threatening conditions (LTC) and diabetes per RCWs and District policy prior to school attendance.
- Case manages Section 504 Plans written for Life Threatening Conditions (Emergency Care Plans).
- Provides staff education for LTC's and diabetes per RCW's and school policy.
- Provides health information to students and families.
- Provides and/or coordinates emergency first aid to students and staff in a building disaster, at the school where the nurse is present at the time of the disaster.
- Maintains comprehensive school health records for each student.
- Performs and/or delegates/trains/supervises other staff to perform medication administration and medical procedures within the parameters of licensed care laws of the state of Washington and District policies and procedures.
- Monitors compliance with state immunization laws, follow-up with parents and coordinates record keeping.
- When on site, identifies communicable diseases and affects a plan of action to prevent spread of infection.
- Coordinates yearly vision and hearing screening in conjunction with NSD Health Screening Team.
- Compiles annual health room supplies order and maintain supplies.
- Serves as a resource for classroom health education.
- Provides consultation to the special education Evaluation Team either in-person or by providing written input. Coordinates, monitors and case manages health needs of health impaired and/or medically fragile students.
- Serves as mandatory reporter, along with all certificated District employees, to Child Protective Services for suspected issues of abuse and neglect.

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

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

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

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

Duties no longer required of ANY nurse:

- L&I liaison

Dated and signed this 14 day October, 2026.

For the Association

Lauren Dandridge

Lauren Dandridge (Oct 12, 2026 19:39:09 PDT)

Lauren Dandridge, President, NSEA

Paul Dillon

Paul Dillon (Oct 12, 2026 22:03:10 PDT)

Paul Dillon, WEA Representative

For the District

Justin Irish

Justin Irish (Oct 14, 2026 08:01:22 PDT)

Dr. Justin Irish, Superintendent

JoLynn Berge

JoLynn Berge (Oct 13, 2026 18:11:52 PDT)

JoLynn Berge, Deputy Superintendent

**Memorandum of Understanding
between
Northshore School District No. 417
and
Northshore Education Association**

2026-3 ESP: Changes to SDLT Composition

For the 2026-2027 school year only, elementary, middle, and high schools will be allocated the same total number of SDLT stipends as in the 2025-2026 school year. Beginning in the 2027-2028 school year, SDLT department head allocations and compositions will align with section 55.8 of the ESP agreement.

For the 2026-27 school year only, the Northshore Learning Options SDLT will have 7 certificated members, in addition to classified member(s), to include:

- Two (2) Northshore Family Partnership (representing their program)
- Two (2) Northshore Online Academy (representing their program)
- Three (3) at-large to represent defined constituents determined by the previous year's SDLT.
- One (1) ESP representative
- NEOPA representation as determined by the NEOPA collective bargaining agreement

Beginning in the 2027-28 school year, the Northshore Learning Options SDLT will have 6 certificated members as outlined in section 55.8.

Dated and signed this 14 day October, 2026.

For the Association

Lauren Dandridge

Lauren Dandridge (Oct 12, 2026 19:39:09 PDT)

Lauren Dandridge, President, NSEA

Paul Dillon

Paul Dillon (Oct 12, 2026 22:03:10 PDT)

Paul Dillon, WEA Representative

For the District

Justin Irish

Justin Irish (Oct 14, 2026 08:01:22 PDT)

Dr. Justin Irish, Superintendent

JoLynn Berge

JoLynn Berge (Oct 13, 2026 18:11:52 PDT)

JoLynn Berge, Deputy Superintendent

**Memorandum of Understanding
between
Northshore School District No. 417
and
Northshore Education Association**

2026-4 ESP: Increasing Inclusionary Practices

The District and Association agree to the following steps to support inclusionary practices which includes negotiating the impacts of a flexible service delivery model for special education staffing for implementation in the 2028-29 school year.

- I. Steps to Support Inclusionary Practices During the 2026-27 School Year
 - A. The District will engage in meaningful in-person dialogue with both general education and special education staff at each school regarding the multi-year Comprehensive Special Education Plan.
 - B. SEAC will finalize the draft workload matrix created in the 2025-26 school year and a 30-minute workload matrix professional development video by November 30, 2026. P-12 Special Education teachers will be paid at the C-7 rate to complete the professional development.
 - C. P-12 Special Education teachers will apply the workload matrix to their current caseloads to create data sets for SEAC and the Workload Staffing Model Workgroup to review by January 26, 2027. All P-12 Special Education teachers will be paid up to 2 hours at the C-7 rate to complete this initial application of the workload matrix.
 - D. The District will create a Workload Staffing Model Workgroup to co-create and recommend workload staffing model(s). The recommendation may include multiple options, one of which must be a cost-neutral model.
 1. Workgroup membership will include an equal distribution of 11 elementary and 11 secondary members: 6 elementary special education teachers, 3 elementary paraeducators, and 2 elementary principals, 6 secondary special education teachers, 3 secondary paraeducators, and 2 secondary principals. NSEA representatives will be appointed by NSEA and District representatives will be appointed by the District. NSEA leadership and Special Education Directors will attend these meetings. SEAC members may cross-serve on this workgroup.
 2. The Workload Staffing Model Workgroup will meet 4 times during the 2026-27 school year and deliver recommended draft workload staffing model to SEAC by April 1, 2027.
 - E. SEAC will review the model(s) recommended by the Workload Staffing Model Workgroup and forward their recommendations to AALT by June 1, 2027.
 - F. Special education teams at each school may, but are not required to, choose to use the draft workload matrix to balance their caseload assignments.

Appendix I – Memoranda of Understanding

- G. The District will provide each school with an evidence-based self-study guide developed by OSPI and the Haring Center to assess readiness for a new service delivery model by November 30, 2026. The guide will be completed at each worksite with input from general education and special education staff by June 1, 2027.
 - H. The District will complete an evaluation of all school facilities to support inclusion in partnership with representatives from each school.
 - I. SEAC will inventory current supplemental curriculum across P-22 special education and identify gaps in curricular needs, including but not limited to social emotional learning and academic curricula. This report will go to CMAC.
- II. Steps to Support Inclusionary Practices During the 2027-28 School Year
- A. The District will provide professional development for all employees regarding serving students across the full continuum of need. The professional development will be in alignment with OSPI's inclusionary practices recommendations.
 - B. The District, in partnership with representatives from each school, will begin updating school facilities to support inclusion.
 - C. CMAC will review SEAC's recommendation regarding curricular needs and approve procedures for piloting and implementing new instructional materials.
 - D. Special education teams may choose but are not required to use the Workload Matrix to balance their caseload assignments.
 - E. P-12 Special Education teachers will collect data regarding their current workload according to the Workload Staffing Model Matrix and submit the data to the District and Association by February 26, 2028.

Dated and signed this 14 day October, 2026.

For the Association

Lauren Dandridge

Lauren Dandridge (Oct 12, 2026 19:39:09 PDT)

Lauren Dandridge, President, NSEA

Paul Dillon

Paul Dillon (Oct 12, 2026 22:03:10 PDT)

Paul Dillon, WEA Representative

For the District

Justin Irish

Justin Irish (Oct 14, 2026 08:01:22 PDT)

Dr. Justin Irish, Superintendent

JoLynn Berge

JoLynn Berge (Oct 13, 2026 18:11:52 PDT)

JoLynn Berge, Deputy Superintendent

**Memorandum of Understanding
between
Northshore School District No. 417
and
Northshore Education Association**

2026-5 ESP: Classification Matrix and STS Stipend

By the end of the 2027-2028 school year, District Human Resources leadership and Association leadership will design a level classification matrix that outlines the knowledge, skills, abilities, responsibilities, and other components for each level of the ESP salary schedule.

The District will provide the following annual stipend to each STS employee:

Elementary (650 students or fewer):	\$2,000
Middle School or Elementary (more than 650 students):	\$3,000
High School:	\$4,000
Northshore Learning Options:	\$3,000
SAS:	\$1,000
Innovation Lab High School:	\$1,000
Sorenson Early Childhood Center:	\$1,000

The stipend will be prorated for part-time employees who are not the sole STS employee at their worksite.

Dated and signed this 14 day October, 2026.

For the Association

Lauren Dandridge

Lauren Dandridge (Oct 12, 2026 19:39:09 PDT)

Lauren Dandridge, President, NSEA

Paul Dillon

Paul Dillon (Oct 12, 2026 22:03:10 PDT)

Paul Dillon, WEA Representative

For the District

Justin Irish

Justin Irish (Oct 14, 2026 08:01:22 PDT)

Dr. Justin Irish, Superintendent

JoLynn Berge

JoLynn Berge (Oct 13, 2026 18:11:52 PDT)

JoLynn Berge, Deputy Superintendent

**Memorandum of Understanding
between
Northshore School District No. 417
and
Northshore Education Association**

2026-6 ESP: Family Engagement Specialists

Should the District implement significant changes to the staffing model and/or working conditions of Family Engagement Specialists following recommendations from the Family Engagement Specialist Task Force, the parties will negotiate the impact of these changes upon the Association's request.

Dated and signed this 14 day October, 2026.

For the Association

Signature: Lauren Dandridge
Lauren Dandridge (Oct 12, 2026 19:39:09 PDT)

Email: lauren.dandridge@washingtonnea.org
Lauren Dandridge, President, NSEA

Paul Dillon

Paul Dillon (Oct 12, 2026 22:03:10 PDT)

Paul Dillon, WEA Representative

For the District

Justin Irish
Justin Irish (Oct 14, 2026 08:01:22 PDT)

Dr. Justin Irish, Superintendent

Signature: Jolynn Berge
Jolynn Berge (Oct 13, 2026 18:11:52 PDT)

Jolynn Berge, Deputy Superintendent

**Memorandum of Understanding
between
Northshore School District No. 417
and
Northshore Education Association**

2026-7 ESP: Policies and Procedures for Supporting Students with Toileting

In the 2026-27 school year, representatives of District Human Resources, District Special Education and NSEA leadership will review the current District procedures for supporting students with toileting and provide updated guidance to employees.

Dated and signed this 14 day October, 2026.

For the Association

Signature: Lauren Dandridge

Lauren Dandridge (Oct 12, 2026 19:39:09 PDT)

Email: lauren.dandridge@washingtonnea.org
Lauren Dandridge, President, NSEA

Paul Dillon

Paul Dillon (Oct 12, 2026 22:03:10 PDT)

Paul Dillon, WEA Representative

For the District

Justin Irish

Justin Irish (Oct 14, 2026 08:01:22 PDT)

Dr. Justin Irish, Superintendent

JoLynn Berge

JoLynn Berge (Oct 13, 2026 18:11:52 PDT)

JoLynn Berge, Deputy Superintendent

**Memorandum of Understanding
between
Northshore School District No. 417
and
Northshore Education Association**

2026-8 ESP: Certificated Educational Interpreters for the Deaf and Hard of Hearing

1. Bargaining Unit

Educational Interpreters for the Deaf and Hard of Hearing in positions which require an ESA or other professional educational certificate or temporary permit shall be placed in the certificated bargaining unit.

2. Job Description

In the 2026-2027 school year, the parties will jointly create a certificated Educational Interpreter job description.

3. Reopener

Specific provisions of the collective bargaining agreement relating directly to certificated Educational Interpreters may be reopened upon the request of the District or the Association to respond to significant changes in law, District policy, or employee working conditions related to the creation of the Educational Interpreter ESA certificate.

Dated and signed this 14 day October, 2026.

For the Association

Lauren Dandridge

Lauren Dandridge (Oct 12, 2026 19:39:09 PDT)

Lauren Dandridge, President, NSEA

Paul Dillon

Paul Dillon (Oct 12, 2026 22:03:10 PDT)

Paul Dillon, WEA Representative

For the District

Justin Irish

Justin Irish (Oct 14, 2026 08:01:22 PDT)

Dr. Justin Irish, Superintendent

JoLynn Berge

JoLynn Berge (Oct 13, 2026 18:11:52 PDT)

JoLynn Berge, Deputy Superintendent

**Memorandum of Understanding
between
Northshore School District No. 417
and
Northshore Education Association**

2026-9 ESP: ELD Staffing in the 2026-27 School Year

The District will use the following matrices for ELD staffing allocations in the 2026-2027 school year:

Number of Multilingual Students Qualifying for Active ELD Services	ELD Certificated FTE
1-10	.2
11-15	.3
16-20	.4
21-30	.5
31-40	.6
41-50	.8
51-60	.9
61-70	1.0
71-100	1.1
101-130	1.2
131-160	1.3
161+	1.4

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

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

Appendix I – Memoranda of Understanding

14

Dated and signed this _____ day October, 2026.

For the Association

Signature: Lauren Dandridge
Lauren Dandridge (Oct 12, 2026 19:39:09 PDT)

Email: lauren.dandridge@washingtonnea.org
Lauren Dandridge, President, NSEA

Paul Dillon
Paul Dillon (Oct 12, 2026 22:03:10 PDT)

Paul Dillon, WEA Representative

For the District

Justin Irish
Justin Irish (Oct 14, 2026 08:01:22 PDT)

Dr. Justin Irish, Superintendent

JoLynn Berge
JoLynn Berge (Oct 13, 2026 18:11:52 PDT)

JoLynn Berge, Deputy Superintendent

**Memorandum of Understanding
between
Northshore School District No. 417
and
Northshore Education Association**

2026-10 ESP: Adult Transition Program Employee Weekly Schedule

In the 2026-27 school year, the District will maintain the four (4) day per week schedule for paraeducators in the Adult Transition Program. The District will engage in meaningful in-person dialogue with employees at the Adult Transition Program regarding the program schedule prior to making a final decision regarding any changes to the weekly program schedule for the Adult Transition Program.

14

Dated and signed this _____ day October, 2026.

For the Association

Lauren Dandridge

Lauren Dandridge (Oct 12, 2026 19:39:09 PDT)

Lauren Dandridge, President, NSEA

Paul Dillon

Paul Dillon (Oct 12, 2026 22:03:10 PDT)

Paul Dillon, WEA Representative

For the District

Justin Irish

Justin Irish (Oct 14, 2026 08:01:22 PDT)

Dr. Justin Irish, Superintendent

JoLynn Berge

JoLynn Berge (Oct 13, 2026 18:11:52 PDT)

JoLynn Berge, Deputy Superintendent

Appendix J – Teaching Certification Scholarships

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

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

1. Eligibility

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

2. Criteria

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

3. Selection Process

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

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

Appendix K – Just and Sufficient Cause

What Does “Just Cause” Mean?

The concept of “just cause” (mentioned in Section 19.1) requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators have articulated many definitions and explanations of “just cause” over the years, including, but not limited to the following seven tests:

1. **Notice:** Did the employer give the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?
2. **Reasonable Rule or Order:** Was the employer's rule or managerial order reasonably related to the orderly, efficient, and safe operation of the business?
3. **Investigation:** Did the employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. **Fair Investigation:** Was the employer's investigation conducted fairly and objectively?
5. **Proof:** At the investigation, did the 'judge' obtain substantial evidence or proof that the employee was guilty as charged?
6. **Equal Treatment:** Has the employer applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
7. **Penalty:** Was the degree to which discipline was administered by the employer in a particular case reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in their service with the employer?

Appendix L – Elementary Textbook Manager Duties

Textbook manager duties shall be as follows:

- Work with the District's Curriculum and Instruction administrator to provide support to teachers inventorying their materials.
- Facilitate the shuffle of materials between grade levels and teachers as needed.
- Work with the Office Manager and Curriculum and Instruction to facilitate the return of excess materials.
- Work with the Office Manager who orders replacement and startup materials for the subsequent school year.
- Work with the Office Manager to manage and check out materials for delivery to teachers.