2018-2022

AGREEMENT

Board of Education

and

Oregon School Employees
Association Chapter No. 93

Neah-Kah-Nie School District #56
PO Box 28
Rockaway Beach, OR 97136-0028
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PREAMBLE

This Agreement is made and entered into by and between the Oregon School Employees Association, Chapter No. 93 (Association) and the Board of Education of the Neah-Kah-Nie School District No. 56 (Board or District). The parties agree as follows:
ARTICLE 1: MANAGEMENT RIGHTS

1.1 It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties and activities of its employees.

1.2 Without limiting the generality of the foregoing (paragraph 1.1) it is expressly recognized that the Board's operational and managerial responsibility includes:

A. The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.

B. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations.

C. The determination of the management, supervisory or administrative organization of each school or facilities in the system and the selection of employees for promotion to supervisory, management or administrative positions.

D. The maintenance of discipline and control and use of the school system property and facilities.

E. The determination of safety, health and property protection measures where legal responsibility of the Board or other government unit is involved.

F. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement or the laws of the State of Oregon.

G. The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge or discipline or transfer employees.

H. The creation, combination, modification or elimination of any position.

I. The determination of the layout and the equipment to be used and the right to plan, direct and control school activities.

J. The right to establish and revise the school calendar, establish hours of employment and assign workloads within the confines of the law.
ARTICLE 2: RECOGNITION

2.1 The Board recognizes the Association as sole and exclusive bargaining representative for all the classified employees in the unit, except exclusions as listed:

Substitute, Temporary and Student employees

For the purposes of this contract, the following terms shall be defined:

A. Employee: The term "employee" shall include all employees represented by the Association in the bargaining unit.

B. A "substitute employee" is an employee hired for 90 calendar days or less:

1) for a specific employee who is expected to return; or

2) for another employee who is separated from employment with less than thirty (30) calendar days remaining of their scheduled work year; or

3) to fill the gap between an employment vacancy and the hiring of a regular employee to fill the vacancy.

C. A "temporary employee" is an employee hired for ninety (90) calendar days or less to perform duties:

1) which may arise from unforeseen enrollment increases; or
2) on special projects; or
3) for seasonal work; or
4) for work not normally performed by members of the bargaining unit.
5) All other temporary employment that may arise will be defined as mutually agreed in writing the District and the Association.

In the event that the duties of the "temporary employee" are scheduled to exceed ninety (90) calendar days or that the duties extend beyond ninety (90) calendar days the position will then be posted and applications will be taken for the position.

D. Fixed Term Employee: a fixed term employee is one who has been hired to fill the position of an employee who is scheduled to be on an authorized leave of absence when such leave is to be in excess of ninety (90) calendar days, or who is hired as the result of a grant available for a limited amount of time. The fixed term employee shall be in the bargaining unit and shall be entitled to all applicable benefits of this Agreement with the exception of the layoff and recall provisions.
The District shall inform fixed term employees upon hiring of the projected length of their employment. The District shall also inform the Association of the names and approximate employment period of fixed term employees upon their employment.
ARTICLE 3: SEPARABILITY OF PROVISIONS

3.1 In the event that any provision of this contract shall at any time be declared invalid by any court of competent jurisdiction, such decision should apply only to a specific article, section or portion thereof directly specified in the decision. Such a decision shall not invalidate the entire contract, it being the expressed intention of the parties hereto, that all other provisions not declared invalid shall remain in full force and effect.
ARTICLE 4: ASSOCIATION DUES

4.1 Upon appropriate written request from the employee, the District shall deduct from payroll and make appropriate remittance for the following deductions:

- Employee Contribution to Oregon Educators Benefit Board (OEBB)
- Employee Contributions for section 125 cafeteria plans
- Association Dues
- United Way
- TLC Federal Credit Union
- 403(b) Tax sheltered annuities
- Neah-Kah-Nie Scholarship
- Neah-Kah-Nie Education Foundation

4.2 The Board further agrees to continue to honor dues deduction authorization executed by the employee in favor of the Association.

4.3 All classified employees in the bargaining unit who are not members of the Association shall have deducted from pay an amount equal to the Association dues. This will be known as Fair Share. Any employee who has objections which are based on bona fide religious tenets, or teachings of a church or other religious body may inform the District and the Association of his/her objection. Whereupon the employee will meet with the representatives of the Association and establish a mutually satisfactory arrangement for distribution of a contribution of an amount equivalent to regular Association membership dues to the non-religious charity of his/her choice. Where documentation of an employee’s beliefs (reasons) is required, it will be the responsibility of the employee to secure such documentation. The Association agrees to hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of the provisions of this Article.

4.4 The Board agrees to transmit the dues deducted and the amount of fair share to the State office of the Oregon School Employees Association by the 15th of the month following payroll deduction.
ARTICLE 5: ASSOCIATION RIGHTS

5.1 The District shall provide copies of this agreement to all employees in the bargaining unit.

5.2 School facilities may be used for Association meetings, provided that such meetings shall not interfere with normal school operations, special meetings, work hours or classes, and provided that prior approval is granted by the building administrator.

5.3 The Association may have the right to reasonable use of office equipment such as computers, typewriters, calculators, copy machines, and audio-visual equipment, for preparing negotiations materials, notices of Association meetings and for the dissemination of information from the Association to its members, excluding political campaign material. Such equipment may be used only outside the working day and by qualified operators with prior approval of the building principal when such equipment is not otherwise in use. The Association shall pay the reasonable costs of all materials and supplies incidental to the use and any necessary repairs.

5.4 The District shall provide the Association with reasonable bulletin board space for the use of the Association in communicating with classified employees. The Association shall have the rights to post notices of activities and matters of concern to classified employees.

5.5 The Association will be invited to have at least one (1) voting representative on any committee whose purpose it is to screen applicants for a new Superintendent.

5.6 Any member and representative of the bargaining unit participating in a grievance, discipline, or investigatory interview meeting with the Board or its representative shall be released from regular duties if such meeting is scheduled during the normal working hours of the employee.

5.7 With regard to successor contract negotiations, should those negotiations be scheduled at a time when Association team members are normally scheduled to work, then such team members shall be released for the negotiations but they shall be required to make up that release time. Such shall be scheduled with the employee's principal or other immediate supervisor.

5.8 During the term of this Agreement the Superintendent will meet with the Association President and other OSEA representatives quarterly during the school year, upon request, by either party to review and discuss current school problems and practices and the administration of the Agreement between the District and the Association.
5.9 The District shall include the Association’s Chapter President among those who regularly receive the official minutes of the Board meetings (exclusive of confidential Board briefing materials), Board information packet, and agendas of upcoming Board meetings. Upon request by the Association Chapter President, the District will provide information regarding the names of classified employees and their positions, classification, step and date of hire.

5.10 The Association shall have the right to be placed on the pre-service agenda in order to meet with all new classified employees.

5.11 School mail and mailboxes within buildings may be used for the distribution of Association communications.

5.12 Classified Employees shall have the right to attend Association meetings with no loss of pay, providing such attendance does not create an undue hardship on building operations. The building administrator will make the decision as to whether the employee may be released. The District will require the employee to make up release time to attend Association meetings. Release time shall be limited to one (1) meeting per month, and will not exceed two (2) hours per meeting. Association meetings will be scheduled during non-student contact time.

5.13 Representatives of the Association will be allowed to visit employees at their work location provided the Superintendent or his designee is notified in advance and that the visit does not constitute a disruption of the employees normal work schedule.
ARTICLE 6: WORK WEEK - OVERTIME

6.1 The regular workweek shall commence on Sunday at 12:01 a.m. and conclude on the following Saturday at 12:00 midnight, unless prior agreement is made with the employee and building principal. If additional time is required by the District for an employee to work, it shall be compensated with time and one-half of that employee’s regular rate of pay or one and one-half of compensatory time for every hour of overtime worked. An employee in the bargaining unit shall not be required to work in addition to eight (8) hours per day, or forty (40) hours a week without compensation of time and one-half of that employee’s regular rate of pay.

6.2 Employees who are authorized by the principal or site supervisor to work during their scheduled lunch period shall either have the lunch period rescheduled during the same day or shall be paid for the half-hour, at their regular rate or overtime rate as provided in 6.1 and 6.3. This shall not be used unreasonably to change scheduled lunches and/or breaks previously set, nor shall it be used to prohibit employees from adequate time to consume a meal, rest and use the restroom.

6.3 Only actual hours of work will be used in computing overtime pay.

6.4 The District may adopt a ten-hour, four-day workweek for any of its employees. Employees on such a four/ten schedule shall be allowed overtime for work in excess of ten hours in one day, or forty (40) hours in one work week, but the same hours shall not count twice.

6.5 If an employee(s) requests to work a flexible schedule in any given Week, thus working longer than eight hours on one or more days, and shorter than eight hours on other days to remain within forty (40) hours for the week, the District may, at its discretion, allow the employee(s) to work the flexible schedule at the employee’s regular wage without additional overtime pay.

6.6 The District acknowledges that the Bureau of Labor and Industry (BOLI) has set minimum requirements for break time for all District employees. The District may, at its discretion, provide for breaks in excess of the minimum requirements.
ARTICLE 7: JOB POSTING

7.1 The Board shall make available to the Association a list of job openings in the bargaining unit. The job-opening list shall be available at least seven (7) days prior to the closing of the open positions. In addition, during the school year, notice of all bargaining unit job openings shall be posted in all buildings where employees in the bargaining unit are normally working. During the summer months vacancies will be posted at the District Office and on the Neah-Kah-Nie School District website for review by those interested. The listing shall include the location, shift, range or wage scale.

7.2 Unsuccessful applicants for positions may request the reason for non-selection. Upon request, an unsuccessful candidate will be granted an informal meeting with the principal or superintendent to discuss the hiring process.
ARTICLE 8: LAYOFF AND RECALL

8.1 When a layoff occurs within the bargaining unit, the Association and those employees affected will be notified at least thirty (30) calendar days in advance of the layoff, except in emergencies.

8.2 Seniority - Seniority shall be defined as the total length of service as a classified employee within the District from the most recent date of hire as measured from the first date of actual service. For accounting purposes, all authorized paid leave will be counted towards seniority; authorized, unpaid leaves of absence (with the exception of FMLA/OFLA) in excess of thirty (30) days will not count towards seniority, but will not break seniority. Classified employees who are laid off and subsequently recalled shall retain cumulative seniority for all periods worked except for the period of layoff. Seniority shall terminate upon one or more of the following: resignation, termination, or promotion outside of the bargaining unit.

8.3 A. This Article is invoked by reductions/restorations of scheduled work time of over an average of one hour per day.

B. Layoff will occur by classification. A laid off employee may “bump” an employee in the same classification with less District seniority, provided that the laid off employee has had at least satisfactory evaluations in his/her current position, and possesses the qualifications and ability to perform the work of the new assignment as specified in the District’s written job description for that position. The bumping employee may not gain more than one hour than originally scheduled prior to layoff nor shall the District be required to split existing positions to facilitate bumping. The laid off employee must elect to “bump” within seven (7) workdays of being informed of the layoff. Employees exercising bumping rights within the same classification shall remain on the same step they were on before the move.

C. Employees affected by such a layoff shall have the option to decline an involuntary assignment to a position with less hours. However, employees opting out of an involuntary transfer to a position with less hours shall forfeit certain rights. See section 8.6 below.

D. Laid off employees will not be paid any salary or benefits during the period of layoff. Notwithstanding, a laid off employee may, at his/her own expense, continue insurance coverage, subject to the approval of the insurance carrier(s) and to applicable laws for up to eighteen (18) months, or longer if allowed by the carrier.
8.4 A. An involuntarily laid off employee who previously worked in a different classification for the District, may "bump" an employee in the other classification as long as the following conditions are met:

1) The laid off employee has greater District seniority than the person to be "bumped";

2) The laid off employee had at least satisfactory evaluations in his/her current position and in the position he/she is attempting to bump into;

3) The laid off employee elects to bump within five workdays of being informed of the layoff.

B. Employees exercising bumping rights shall be placed on the step closest to their previous hourly wage if moving to a different classification.

8.5 Recall. Recall rights shall exist for 27 months from the date of layoff. Any laid off employee not recalled according to this procedure within the twenty-seven (27) months will be deemed to have been separated in good standing.

8.6 Whenever the District determines that a vacancy exists within a classification, which has experienced a layoff (within the last twenty-seven (27) months), involuntarily laid off employees from that classification will be recalled in reverse order of layoff. In the event there are no involuntarily laid off employees available, employees who took a voluntary layoff in lieu of an involuntary position of less work hours as authorized in section 8.2, above, shall then be recalled in reverse order of layoff. The recall notice will be sent by certified mail to the last address the District has on record for the laid off employee. A refusal of recall to a position which is comparable in pay and benefits to the position held prior to the layoff shall constitute voluntary termination and such employee shall lose any further right to recall. Comparable shall mean a potential of 90% or more of the previous annual income earned prior to layoff and the same level of benefits previously held. The laid off employee will have five (5) calendar days to respond to the recall notice. Failure to respond within the five (5) calendar days will cause the laid off employee to forfeit all recall rights and will be deemed to be a resignation. The recalled employee will have fourteen (14) calendar days from the date of response to return to District employment.

8.7 If no laid off employee has responded to the recall by classification, or if no further laid off employees exist from the classification, all other laid off employees may apply for the regular vacancy. Such application shall not prejudice the employee's rights to recall in his/her own classification.

8.8 All benefits to which an employee was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the employee upon the return to active employment, provided those benefits are still in effect.
8.9 Upon request, the District agrees to provide to the Association a complete list of all classified employees, including each employee’s first date of actual service and total experience in job classification(s) for the District.

8.10 Layoff and Recall for Fixed Term Employees.

A. The parties agree that when an employee is hired into a “fixed term” position, such employee is exempt from the provisions of this Article.

B. However, if the “fixed term” employee is placed into that position as a result of an involuntary assignment, in the event that the fixed term position becomes eliminated, then the involuntarily transferred employee will be returned to his or her former position, even if such would result in layoff under this Article.
ARTICLE 9: PERSONNEL RECORDS

9.1 The personnel records of any employee in the bargaining unit shall be maintained in the District’s personnel office. Such personnel records shall not contain any information of an evaluative or disciplinary nature that has not been copied to the employee prior to placing it in the personnel file. Such material shall bear either the signature of the employee, indicating that the employee has been shown the material, or a statement by the employee’s supervisor or principal stating that the employee has been shown the material and has refused to sign it. An employee shall have the right to attach a written statement of explanation to any material, which the employee believes to be incorrect or derogatory.

9.2 An employee’s personnel records shall be available for inspection upon his/her request during regular office hours. Employees may request that letters of caution, warning or reprimand be removed and destroyed three (3) years after they have been placed in the employee’s personnel file provided the employee has not received another notice for a similar infraction within that three (3) year period. Such request shall be submitted to the Superintendent for action. If the Superintendent denies the request, the employee shall have the option to appeal that decision to the Board. The Board’s decision on such requests will be final and binding.

9.3 Material placed in the personnel record of an employee without conformity with the provisions of this article will not be used by the District in any subsequent evaluation or disciplinary action proceeding involving the employee.
ARTICLE 10: CONTRACTING OUT

10.1 When and if the Board considers contracting out work that would result in a reduction of the number of employees, the bargaining unit will be so notified in writing. Should the bargaining unit request it, negotiations will be held with the Board on this issue only.
ARTICLE 11: SALARY

11.1 A. Annual salary increases for classified employees in the bargaining unit shall be fifty cents ($0.50) per hour for each of the 2018-19, 2019-20, 2020-21 and 2021-22 contract years, as indicated on the attached salary schedules. Also increase for Library/Media Assistant by fifty cents ($0.50) per hour as indicated on the attached salary schedules.

B. A copy of the following items is to accompany the employee’s first paycheck of the fiscal year: 1) step on pay schedule, 2) rate of pay, 3) working days, 4) holidays, 5) vacation days and 6) accumulated hours of sick leave.

11.2 A. The salaries of the classified employees in the bargaining unit shall be increased by 1 step each year in the horizontal scale of the attached salary schedule through step 8. This advancement of 1 step on the salary schedule shall be in addition to any cost of living adjustment. This increase shall then become an annual increase effective as of July 1 of the year this contract is first entered into, and shall then become an annual increase unless amended or supplemented by mutual agreement of the parties involved.

B. When an employee has worked for the District for ten (10), fifteen (15), twenty (20) or twenty-five (25) years, that employee shall receive a ($0.25) cent per hour bonus for ten (10) years; ($0.50) cents per hour bonus for fifteen (15) years; ($0.75) cents per hour for twenty (20) years; and ($0.50) cents per hour bonus for twenty-five (25) years. The District will advance employees to the ten (10), fifteen (15), twenty (20), and twenty-five (25)-year bonus step on the month following their anniversary date of employment. (The effective date for this change is July 1, 1990). Employees who are at the last step of their respective range shall receive only the cost of living adjustment.

11.3 Changes in permanent position involving a new duty or responsibility shall be accomplished by moving the employee affected to the comparable salary in the new salary range which provides a salary one step higher than the salary he/she was receiving prior to the change or to the first step on the new salary range, whichever is greater.

11.4 After five (5) consecutive working days, an employee shall receive the hourly wage for the position that he/she will be temporarily working in. Such placement will be at that employee’s normal step on the salary schedule.

11.5 The employee who is transferred by the Board to a classification lower than the one under which he/she is working shall be placed on the lower classification salary range at the same salary or the nearest comparable higher salary as he/she was receiving on the higher classification range. If the choice of transfer is by the employee, they will remain on their present salary step in the new classification. If the employee is moved for disciplinary reasons, the employee will remain at their present step.
11.6 Physical examinations required by the District shall be paid by the District.

11.7 An employee shall be guaranteed a minimum of two (2) hours at the rate of time and one-half of that employee's rate of pay when he/she is called back to work by the building administrator or direct supervisor after completing a regular scheduled shift. If the employee was not scheduled to work on that day, then they will receive at least compensation for two hours work.

11.8 Reimbursement for the use of private cars for school business or transportation to educational meetings shall be at the IRS rate known at the time of payment for one or two persons in one car; an additional 2 cents ($0.02) will be added per mile for three or more persons in one car.

11.9 Each employee shall choose his or her method of receiving pay from the following choices and shall notify the payroll office by July 1 of each school year of the method desired:

A. Pay will be for actual time worked and anticipated through the end of each month.

B. Twelve (12) equal payments, beginning in the first month worked during the work year, with remaining checks issued in June.
ARTICLE 12: BENEFITS

12.1 Holidays for employees in the bargaining unit shall be:

- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Martin Luther King Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- President's Day
- Any other days as designated on the School Calendar as Holidays.

12.2 Employees in the bargaining unit shall be compensated for the holiday as though they have worked a regular schedule for the day. If an employee is required to work on the named holidays, he/she shall receive the overtime rate for all hours worked in addition to his/her regular holiday pay or 1.5 days off for each day worked, with prior arrangement.

12.3 The exact days for vacation shall be mutually agreed upon by the building principal, the direct supervisor, and the employee.

12.4 Vacation time earned by employees in the bargaining unit shall be granted as indicated in the following outline:

<table>
<thead>
<tr>
<th>Years of Service with the District</th>
<th>Months Worked</th>
<th>Number of days off per year</th>
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<tbody>
<tr>
<td>1-5</td>
<td>11-12 months</td>
<td>10 11 12 13 14 15 20</td>
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<td>9-10 months</td>
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Effective July 1, 1998, newly hired employees in less than twelve (12) month positions shall not be entitled to any accumulation of vacation. Less than twelve (12) month employees who are hired prior to July 1, 1998, and who remain employed by the District shall continue to receive the vacation benefit but they shall be grand parented with respect to this benefit. The vacation benefit shall only apply to twelve (12) month positions from July 1, 1998, and on, subject to this grandparent provision.

12.5 Vacation time shall be granted as outlined above, and compensated at that employee's rate of pay. Vacation pay is non-accumulative.

12.6 Grandparented vacation pay that is currently due an employee shall be paid to the employee at a time agreed to as follows:

A. Eligible members shall have the option to elect how vacation pay is paid to them.
Available options are:

OPTION 1: ½ DUE AT WINTER BREAK WITH THE REMAINDER DUE AT THE END OF THE SCHEDULED SCHOOL YEAR – THIS IS CONSIDERED THE DEFAULT OPTION.

OPTION 2: PAYMENT OF ALL MONIES DUE AT THE BEGINNING OF THE WINTER BREAK PERIOD.

OPTION 3: PAYMENT OF ALL MONIES DUE AT THE END OF THE SCHEDULED SCHOOL YEAR.

B. All eligible employees will be provided an election form. In the event an election form is not received by the District by the date specified on the form, then the Default Option will apply.

12.7 Medical, Dental, Vision and Life Insurance. For employees regularly scheduled to work 20 hours or more per week, effective October 1, 2014 the district will pay up to $1,396.93 per month of the actual cost of the package towards the payment of family insurance for the employees. The dollar amount of the insurance “cap” after September 30, 2015 through September 30, 2019 shall change to the tiered cap below.

The classified union and the district agree to create an insurance committee, comprised of three classified members, three licensed members, and three administrative/confidential staff. The purpose of the insurance committee is to make a recommendation to the licensed and district negotiation teams regarding the insurance cap amount. The classified union insurance cap will be the same as the licensed insurance cap.

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<td>$1,532.75</td>
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<td>$696.72</td>
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A. Should a member choose plans with a total premium amount less than the Maximum Contribution amount, the District will deposit the difference between the insurance cost and the Maximum Contribution amount into the Health Reimbursement Account (HRA) Voluntary Employee Benefit Association (VEBA). All contributions shall be subject to the rules and regulations of OEBB and the IRS.
B. Should a member choose plans with a total premium amount in excess of the Maximum Contribution amount, the member will have the balance of the premiums deducted from their monthly paychecks. For those employees who work less than twelve (12) months per year and have an out of pocket cost, the employee’s portion of the summer premium shall be deducted equally over the January — May period.

C. The District does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers (companies). In the event of Carrier-initiated benefit or program changes during the life of this Agreement, the parties agree to discuss potential changes in the benefit package.

D. The District shall provide Long Term Disability insurance as a mandatory deduction for all eligible employees at the expense of the employee.

E. The association may, at their option, change coverage and/or carrier(s) within those offered by OEBB, to facilitate controlling the affordability of insurance on an annual basis. The Association understands that the change to Tiered insurance rates cannot be changed due to OEBB requirements for three years. The Association must notify the District of such a change in accordance with OEBB timelines.

F. Employees eligible for a District insurance contribution, but who choose not to obtain Insurance coverage, may "opt out" in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy (policies) retained by the policyholder.
   1) Employees choosing to opt out must show written proof that they are already covered by other group insurance through a spouse or domestic partner.
   2) There shall be an annual single open enrollment period in September (or the period as may be changed by OEBB) of each year to allow eligible employees the opportunity to opt out of insurance coverage. If an eligible employee chooses to opt out or waive his/her insurance coverage, that waiver shall be effective until the next open enrollment period or qualifying status change as defined by OEBB.
   3) An eligible employee who opts out of insurance by meeting the above requirements shall receive a monthly stipend of $450 in lieu of the contractual insurance coverage. The stipend will be considered taxable income. Those who opt out will not be eligible for a contribution to a HRA VEBA account.

G. Beginning in 2017-2018, if the employee medical Insurance choice results in an IRS Cadillac tax that is passed on to the District from the insurance carriers, the employee maximum monthly amount must cover the selected insurance costs and the IRS Cadillac tax or the employee will reimburse the District for the excess costs.
H. Both parties agree to follow state law regarding insurance opt out and double coverage provisions.

12.8 **Sick Leave** - Each employee shall be granted sick leave at the rate of one (1) day per each month of scheduled work and not less than ten (10) days sick leave for each nine (9) months or more employed. Unused sick leave shall accumulate without limit. Sick leave may include the employee’s doctor or dentist appointments. The District may also require medical verification, as necessary, to determine FMLA/OFLA eligibility.

A. Illness or injuries of an employee shall be recognized as sick leave.

B. In case of absences of more than five (5) days, or in case of a pattern of use or suspicion of misuse, the Superintendent may ask for a written statement from the employee’s attending physician. In any case where an employee is eligible for FMLA and/or OFLA and experiencing a serious medical condition of over three (3) days, the District may require completion of medical verification forms.

C. After an absence of five (5) days or more, the District may require the employee to obtain verification from the employee’s physician that the employee is fit for duty before returning to work. The District may also require medical verification, as necessary, to determine FMLA/OFLA eligibility.

D. In the event that an employee suffers an injury that qualifies the employee to receive compensation from the Workers’ Compensation fund, the provisions of ORS 656.240 will be followed, which allow pro-rata deductions from sick leave, at the employee’s option.

E. Sick leave benefits are immediately and automatically cancelled upon termination of employment, except for transfer and retirement provisions contained in ORS 332.507.

F. An employee who is newly-employed by the District and who has been previously employed in another Oregon district during the preceding year, shall, upon proper verification, be allowed the number of sick days accumulated, but not to exceed seventy-five (75) days in accordance with ORS 332.507.

G. Employees shall notify their supervisor of impending absences as soon as possible and inform the supervisor during school hours if continued absences are necessary. The employees will also notify their supervisor in other buildings to which the employee is assigned for each day of absence.

12.9 **Family Illness Leave** - Each employee shall be granted family illness leave at the rate of two days per year for the purpose of caring for immediate family members. Immediate family is defined under 12.10. Family illness leave does not accumulate from year to year.
12.10 Bereavement Leave

A. Bereavement leave with full pay shall be allowed employees up to a maximum of five (5) days for each death in the immediate family during the year. The immediate families shall be defined as follows:

1) Spouse/domestic partner of employee

2) Children, grandchildren or grandparents of the employee or spouse/domestic partner

3) Mother, father, brother or sister of the employee or spouse/domestic partner

4) Son-in-law or daughter-in-law of the employee or spouse/domestic partner

5) Any relative who is a resident responsibility of the employee.

Bereavement leave shall not be cumulative from one school year to the next.

B. The District will comply with State law concerning OFLA Bereavement leave. Contractual bereavement leave will run concurrently with OFLA Bereavement leave when applicable. When contractual bereavement leave is exhausted, an OFLA-qualified employee shall cover additional (OFLA eligible) bereavement leave by using any available accumulated leave in this order: personal leave, vacation, sick leave, unpaid leave.

12.11 Legal Leave - If a classified employee is subpoenaed to appear as a witness or is called to jury duty in a case in court, the Superintendent of Schools may authorize such absence without loss of pay, provided that:

1) If the classified employee received a fee for these services, the fee shall be kept by the employee and the employee's salary will be reduced by a like amount, excluding expenses.

   AND

2) A copy of the subpoena or other notice shall be filed at the Superintendent's office with the request for leave.

   AND

3) The case does not involve a charge against the District by the classified employee or the Association.

12.12 Emergency School Closure - On any closure day, the building administrator of the employee may request an employee or employees to report for work for all or part of the day, providing the weather condition does not present an unusual hazard to the employee in reporting to work or returning home. In case of closure during the day the employee shall remain on the job until the end of the shift or until dismissed by the building administrator. In the event employees lose workdays (and the days are not added to the School Calendar) because of school closure, the District may give consideration to make up lost days during the remainder of the school year. In the event classified staff are sent home early from their shift, there shall be no loss of pay.
In the event an employee’s scheduled report time is prior to the notice of school closure, that employee will be paid for hours worked, with a minimum of two hours.

12.13 The leaves proved above shall run concurrently with any leave benefits on any “sick time” provided by state or federal law.

12.14 Personal Leave
1. Each classified employee of the District shall be allowed three (3) days annually without loss of pay for personal leave which requires absence during school hours. Personal days may not be used for extension of regular vacation days or paid holidays. However, this provision shall not be applied categorically to restrict the use of personal leave when extenuating circumstances exist.

2. Normally, classified employees will not take personal leave during the following timeframes: During the first and last weeks of the school year, during the two (2) days that immediately precede and follow Christmas break, spring break and the Memorial Day weekend. While classified employees should not normally take personal leave during these time periods, reasonably compelling requests for such leave will not be denied.

3. Normally, absent reasonably compelling circumstances, no more than two (2) classified employees from each building will be granted personal leave on a given day. In cases of more than two (2) requests, the first two (2) requests will be granted as long as the other conditions of this section are satisfied.

4. Requests to the classified employee’s principal or other immediate supervisor for personal leave shall be a least two (2) days before taking such leave, except in an emergency.

5. Only one (1) personal leave day may be used during the months of May and June, unless request to use more than one (1) day during those months is approved prior to April 1 of the school year. However, this provision may be overridden by the building principal if an emergency circumstance occurs during the months of May or June.

6. Personal leave is non-accumulative.

7. District will buy back unused personal leave at the sub rate for the employee’s position on the final payday of the fiscal year (June 30th).

12.15 Leave Without Pay
A. An employee may be allowed leave without pay upon request, and with at least five (5) working days prior approval, of that employee’s supervisor who may refer the request to the superintendent. Such leave shall be for duration of not more than twelve (12) months.
B. Employees on sick leave who have exhausted paid sick leave shall be allowed leave without pay until such condition that placed the employee on sick leave is settled, to a maximum of twelve (12) months. Thereafter, the employee may request additional leave under paragraph A.

C. An employee on leave without pay shall, at the end of the leave, be returned to that employee’s position in the District prior to the leave or to a similar position in the same job classification at the same hourly pay rate.

D. Increase in compensation that went into effect during the time the employee was on leave without pay shall be applied to the employee’s compensation upon returning from leave.

E. The District will provide benefits for up to ten (10) days per fiscal year. Beyond the ten (10) days, the cost of benefits will be the responsibility of the employee.

F. Seniority will not have progressed while the employee was not working except during a period of OFLA/FMLA-required leave.

12.16 Professional Development
A. The District agrees to establish a professional development budget line item to encourage employees to further their job related education.

B. There shall be no guarantee of funding and the District reserves the right to approve/disapprove all requests.

C. The District agrees to provide notification to all employees of District sponsored workshops/classes that are available. This does not constitute an agreement that employees attending will be paid for their time.

12.17 Catastrophic Leave Donation Pool
As needed, classified employees, who have exhausted their sick leave, personal leave and vacation leave (if applicable) and who qualify under a “catastrophic illness” clause (as determined by the Association), can receive up to thirty-five (35) donated days within one school year.

On a district-wide basis over the course of a school year, for all days given, the first thirty (30) days given will be a 50-50 split by each donor of Approved Personal Leave and/or Vacation Days and Sick Leave. Beyond these thirty (30) days, contributions will be limited to Approved Personal Leave and/or Vacation Days. Donated Approved Leave and/or Vacation Days are limited to a total of three (3) per year per donor.
ARTICLE 13: EXISTING CONDITIONS

13.1 If the District considers the adoption of a new policy or the revision of an existing policy which affects wages, hours, terms, benefits, and other working conditions of employment which are mandatory subjects of bargaining and which are not covered by this Agreement, the District shall notify the Association president or his/her designee and the OSEA field representative by certified mail, return receipt requested, that such changes are being considered. If the Association desires to bargain on such proposed changes, it will give notice of its intent to the superintendent within fourteen (14) days of receipt of the District's notification. If the Association does not give such notice, the District may implement the new policy.
ARTICLE 14: GRIEVANCE PROCEDURE

14.1 The Board of Directors recognizes the need to provide for the orderly resolution of any grievance arising out of a purported violation, interpretation, or inappropriate application of school district policies or administrative rules and regulations. Any school employee shall have the right of access to the grievance procedures adopted by this school district.

The Board guarantees that there shall be no reprisals against any employee utilizing the grievance procedures, or a part of interest thereto, by the Board or any employee of the school district.

14.2 Definitions

A. "Grievance" shall mean a complaint by an employee or group of employees:

   (1) That there has been to him/her (them) a violation or inequitable application of any provisions of the contract, or

B. Grievant is the person or persons who has the grievance and is presenting the complaint, also referred to as the complainant.

C. The "Party in Interest" is either the person or persons making the complaint or the person or persons against whom the complaint is made.

D. "Consultant" is the one who advises either party in interest.

E. "Representative" is the one who may speak for and/or advise a party in interest.

F. "Immediate Supervisor" is the one who has direct administrative or supervisory responsibilities over the aggrieved in the area of grievance as states in school board policy.

G. "Days" - The term "days" when used in this article shall, except where otherwise indicated, mean the aggrieved's working days. During the summer months, "days" shall be defined as calendar days.

H. "Persons Officially Involved" means the superintendent, his representative and/or consultant, the aggrieved, his representative and/or consultant and witnesses.

I. Association - Any organization representing the classified personnel which has been elected by a majority vote of the respective employees.
14.3 General Procedures

A. These procedures should be processed as rapidly as possible, the number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be extended by written mutual consent of the parties involved at any level of the procedures.

B. All parties should attempt to complete the procedures by the end of the school year. The parties shall make good faith effort to shorten the number of days provided at the various steps in order to finish by the end of the school year and avoid, if possible carrying the process into the summer vacation period or the following school year.

C. All parties in interest have a right to consultants or representatives of his/her own choosing at each level of these grievance procedures, except arbitration. Representation for a grievant shall be limited to Association representation.

D. There shall be no restraint, interference, discrimination or reprisal exerted on any employee choosing to use these procedures for resolution of grievances.

E. Failure at any level of this procedure by the aggrieved to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure by the District at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the aggrieved to proceed to the next level.

F. All documents, communications and records of a grievance will be filed in the District office separately from the personnel files. References to the records, such as a summary, should be placed in the appropriate personnel file(s).

G. In the course of investigating any grievance, representatives of either party in interest who need to contact an employee or student in school will contact the building supervisor of the building being visited and will state the purpose of the visit immediately upon arrival.

H. Every effort will be made by all parties to avoid interruption of classroom and/or any other school-sponsored activities.

I. Every effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.

J. All parties in interest will process grievances after the regular workday or at other times, which do not interfere with assigned duties.
K. Each grievance shall have to be initiated within ten (10) days after the occurrence of the cause for the complaint; however, if the aggrieved did not become aware of the occurrence until a later date, then he/she must initiate action within ten (10) days following his/her first knowledge of the cause; in failing to thus initiate action he/she may be considered to have no reasonable grievance.

L. Financial Responsibility: Each party shall pay any and all cost incurred by said party.

M. The grievance procedure will not be used while an aggrieved is under the jurisdiction of the courts or has resorted to the judicial process.

14.4 Levels of Grievance

Informal with Principal or Immediate Supervisor

The aggrieved will first discuss his/her grievance with his/her principal or immediate supervisor, either individually or through the school grievance representative, or accompanied by an Association representative, with the objective of resolving the matter informally.

Level One

If the aggrieved is not satisfied with the disposition of his/her grievance, he/she may file a written grievance with his/her immediate superior (who has administrative authority to act) within ten (10) days following the act or condition which is the basis of his/her complaint, or, if the aggrieved had no knowledge of said occurrence at the time of its happening, then within ten (10) days of the first such knowledge. This complaint shall set forth the grounds upon which the complaint is based, the remedy sought, and the reasons why the aggrieved considered the decision rendered is unacceptable. The immediate supervisor shall communicate his/her decision in writing within five (5) days to the aggrieved.

Within five (5) days of receipt of the decision rendered by the immediate supervisor, the aggrieved, if he/she is not satisfied with the decision of the immediate supervisor, may appeal in writing to the superintendent or the superintendent's representative.

Level Two

Appeals to the superintendent shall be heard by the superintendent within ten (10) days of his receipt of the appeal. Written notice of the time and place of the hearing shall be given five (5) days prior thereto to the aggrieved, his/her representative or any other persons officially involved in the grievance.

Attendance at the hearing of appeal shall be restricted to persons officially involved. Parties in interest may elect to call witnesses who shall appear individually at the hearing.
Within five (5) days of hearing the appeal, the superintendent shall communicate to the aggrieved and all other parties officially present at the hearing of his/her written decision, which shall include supporting reasons therefore. If aggrieved is not satisfied with the decision of the superintendent, he/she may file a written appeal with the school district board of directors via the Superintendent within five (5) days from the receipt of the superintendent's decision. The appeal shall state the aggrieved's reasons for appealing decision of the superintendent and request appeal to Level Three.

Level Three

Within five (5) days of the receipt of the appeal, the school district board of directors will notify all official parties of a hearing to be held within ten (10) days of the receipt of the appeal. The board of directors shall hear arguments of the superintendent and the aggrieved. The hearing before the Board shall be a public hearing if required by Oregon law.

Within five (5) days following the hearing the school board of directors shall render a decision in writing to all official parties.

Level Four

If a grievance remains unresolved at Level Three, the Association may appeal the decision to arbitration if notice is given to the School Board or their designee within ten (10) days of receipt of the Level Three decision. The association and District shall then attempt to select an arbitrator mutually. If the parties are unable to do so, the Association shall be responsible for contacting the Employment Relations Board and requesting a list of seven (7) potential arbitrators. The parties shall thereafter confer to alternately strike one name from the list until one remains, and that person shall be the arbitrator.

The parties will abide by the voluntary rules and procedures of the American Arbitration Association for the conduct of the arbitration. The arbitrator shall not have the authority to substitute his or her judgment for that of the District, and shall limit his/her inquiry into whether a specific term or provision of this Agreement has been violated. The arbitrator shall be without authority to add to, delete from, or otherwise modify the parties' agreement. Within the confines of the arbitrator's authority, his/her decision shall be binding upon the parties. The arbitrator shall render a written decision within thirty (30) calendar days of the close of hearing or the submission of briefs, whichever occurs later. Charges for the services of the arbitrator shall be shared equally by the District and Association.
14.5 Flow Chart

INFORMAL LEVEL

_________________________  Informal First

Level One --- COMPLAINANT  IMMEDIATE SUPERVISOR
Grievance in ten (10) days

Appeal in five (5) days  Decision in five (5) days

Level Two --- COMPLAINANT  SUPERINTENDENT
Appeal five (5) days  Hearing in ten (10) days
Decision in five (5) days

Level Three --- COMPLAINANT  SCHOOL BOARD
Appeal five (5) days  Hearing in ten (10) days
Decision in five (5) days

Level Four – ASSOCIATION  ARBITRATOR
Appeal ten (10) days  Decision in thirty (30) days

CONSULTANTS OR REPRESENTATIVE AT ANY LEVEL
ARTICLE 15: DISMISSAL

15.1 Dismissal, suspension, or demotion must be for just cause.

15.2 Employees new to the District shall serve a probationary period of one hundred and eighty (180) actual work days from the date of hire, during which the procedures required by article 15.1 will not apply. Probationary employees will receive a midterm feedback review and an end of the probationary period evaluation. This does not preclude the District from terminating a probationary employee any time during the probationary period.
DURATION OF AGREEMENT

The duration of this Agreement shall be four (4) years, commencing with July 1, 2018, and terminating on June 30, 2022.

Upon the expiration of this contract, no later than April 1, 2022, this Agreement may be reopened for successor contract negotiations upon a written notice of intent to reopen successor contract negotiations filed by one party with the other.

IN WITNESS WHEREOF, the parties hereby affix their signatures:

Date  5/18/18
Kara Weele
Association President

Date  5/14/18
James Jile
Association Negotiations Chairperson

Date  5/14/18
Board Chairperson

Date  May 14, 2018
Superintendent
# APPENDIX A – SALARY SCHEDULE

**NEAH-KAH-NIE SCHOOL DISTRICT NO. 56**

**Classified Employees Salary Schedule**

2018-19

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NOTE: When employees become eligible for Public Employees Retirement System (PERS), 6% of employee wages will be deducted for the employee's portion of retirement.
# NEAH-KAH-NIE SCHOOL DISTRICT NO. 56
## Classified Employees Salary Schedule
### 2019-20

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# NEAH-KAH-NIE SCHOOL DISTRICT NO. 56
## Classified Employees Salary Schedule
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<td>17.77</td>
<td>18.07</td>
<td>18.32</td>
<td>18.82</td>
<td>19.57</td>
<td>20.07</td>
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<td>17.61</td>
<td>17.89</td>
<td>18.08</td>
<td>18.37</td>
<td>18.53</td>
<td>18.83</td>
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<td>19.34</td>
<td>19.84</td>
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<td>21.09</td>
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<td>15.87</td>
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<td>16.62</td>
<td>16.81</td>
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</table>

**NOTE:** When employees become eligible for Public Employees Retirement System (PERS), 6% of employee wages will be deducted for the employee's portion of retirement.
# NEAH-KAH-NIE SCHOOL DISTRICT NO. 56
## Classified Employees Salary Schedule
### 2021-22

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<th>STEP</th>
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</tr>
</tbody>
</table>

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