

AGREEMENT

23
25

Agreement between Sequim School District and the
Sequim Education Association
September 1, 2023 through August 31, 2025



Sequim
Education
Association



In witness whereof, the parties hereto have executed with Agreement
on this _____ day of _____, 2023.

Saralyn Pozernick, President
Sequim Education Association

Regan Nickels, Superintendent
Sequim School District

Jorn Van de Weghe, Chief Negotiator
Sequim Education Association

Victoria Balint, Director of Human Resources
Sequim School District

TABLE OF CONTENTS

1	TABLE OF CONTENTS	2
2	PREAMBLE.....	3
3	ARTICLE 1: RECOGNITION	4
4	ARTICLE 2: ADMINISTRATION OF AGREEMENT	5
5	ARTICLE 3: PAYROLL DEDUCTION	6
6	ARTICLE 4: RIGHTS OF THE PARTIES.....	7
7	ARTICLE 5: PROFESSIONAL DEVELOPMENT	10
8	ARTICLE 6: USE OF FACILITIES	11
9	ARTICLE 7: PERSONNEL FILES.....	12
10	ARTICLE 8: STUDENT DISCIPLINE	13
11	ARTICLE 9: ACADEMIC FREEDOM	14
12	ARTICLE 10: CONTRACTS.....	15
13	ARTICLE 11: WORK SCHEDULES	17
14	ARTICLE 12: EVALUATION	23
15	ARTICLE 13: ASSIGNMENT, TRANSFER & VACANCIES.....	27
16	ARTICLE 14: REDUCTION IN FORCE.....	28
17	ARTICLE 15: STUDENT TEACHER	31
18	ARTICLE 16: LEAVES	32
19	ARTICLE 17: GENERAL PROVISIONS RELATING TO ADMINISTRATION OF THE SALARY SCHEDULE	38
20	ARTICLE 18: BENEFITS	41
21	ARTICLE 19: GRIEVANCE PROCEDURE	42
22	ARTICLE 20: TERM, DURATION AND SEPARABILITY	45
23	2023-2024 SALARY SCHEDULES	46
24	SCHEDULE B: SUPPLEMENTAL CONTRACTS.....	47
25	APPENDIX A: EXAMPLES OF ADDITIONAL RESPONSIBILITY	50
26	APPENDIX B: STAFF APPEAL PROCEDURE	51
27	Memorandums of Understanding for 23-24 School Year	52

PREAMBLE

28 This Agreement made and entered into this 1st day of September 2023 by and between the Board of Directors
29 of the Sequim School District No. 323, County of Clallam, Washington, hereinafter referred to as the "District"
30 or "Board," and the Sequim Education Association, hereinafter referred to as the "Association," includes the
31 following articles and provisions:

ARTICLE 1: RECOGNITION

- 32 A. The Association recognizes the Board as the duly elected representative of the people and agrees to
33 negotiate with the Board only through the negotiation agent or agents officially designated by the
34 Board to act on its behalf.
- 35 B. The Board recognizes the Association as the exclusive bargaining agent for all regularly employed
36 certificated personnel who hold a valid contract with the District or who are on leave except for the
37 chief administrative officer, principals, assistant principals, all directors, executive directors and any
38 other certificated employees who may be excluded by state law. Substitute employees who have
39 served twenty (20) consecutive days in the same position shall be subject only to the following
40 provisions of this Agreement: Article 18 (B)(6). Substitute employees who have worked at least thirty
41 (30) days in the previous twelve (12) months and remain available for work are subject only to
42 compensation at the District's daily substitute rate.

ARTICLE 2: ADMINISTRATION OF AGREEMENT

- 43 A. This Agreement shall be governed and construed according to the Constitution and laws of the State
44 of Washington, and the Constitution and laws of the United States of America. If any provision of this
45 Agreement is determined to be invalid by operation of law, such provision shall be inoperative, but
46 the remainder of the Agreement shall remain in full force and effect for the duration of this
47 Agreement. Without limitation of the foregoing, the parties expressly understand and agree that the
48 District has the responsibility to implement at least the minimum standards imposed upon it by
49 Chapter 28A.150 RCW (The Washington Basic Education Act) as it may from time to time be amended.
- 50 B. This Agreement will be posted on the District website. Paper copies will be available in all school
51 offices as well as the District office.
- 52 1. Labor Management Meetings. The District and Association both agree that regular, scheduled
53 labor management committee meetings are beneficial to the parties' labor relationship and that
54 such meetings provide a forum for ongoing communication, collaboration, and problem solving.
- 55 2. The District and Association agree that the Superintendent and the Director of Human Resources
56 will meet with the President of the Association and the Association officer of the President's
57 choosing, as well as a UniServ representative, if any, to discuss matters that are of concern to the
58 Association or District. The District may also use this time to share management or academic
59 innovations that are being contemplated, or to provide notice of intended changes so that the
60 Association may request bargaining over the impact of such changes.
- 61 3. The meetings will be scheduled at a mutually-convenient time outside of class hours at a minimum
62 of one time per month and at the request of either party during any period between regularly-
63 scheduled meetings.
- 64 4. Either party may bring items for discussion to the labor management meetings. A proposed
65 agenda will be shared at least two days prior to the meeting, but the meeting will not be limited
66 to the proposed agenda and either party may also bring other topics to the table for consideration.
- 67 C. Site-Based Innovation Process: If the Association and administrative leadership at a building or in a
68 program conclude that the building or program would like to experiment with changes to terms and
69 conditions of employment that are inconsistent with or outside the terms of this Agreement, they may
70 present their request for a waiver from this Agreement, including the explicit terms of the contract to
71 be waived and the term for which the waiver will last, to the President of the Association and
72 Superintendent. If neither the Association or Superintendent object, the employees in the school or
73 program may vote on the waiver. Sixty percent (60%) approval is required to affirm a waiver. In the
74 spring, prior to a waiver expiring, the Association and administrative leadership at the building or
75 program may vote to extend the waiver, with a simple majority approving.
- 76

ARTICLE 3: PAYROLL DEDUCTION

- 77 A. It shall be the right of educators who are members of the Association to have membership dues to the
78 Association and to state and national organizations with which they are affiliated automatically
79 deducted from the payroll once each month and forwarded to the single recipient designated by the
80 Association for so long as the Association is the legally constituted bargaining agent for the certificated
81 employees.
- 82 B. Any certificated employee who is a member of the Association, or who has applied for membership,
83 shall sign and deliver a payroll deduction authorization form to the Association. Such membership
84 authorization shall continue in effect from year to year unless revoked in writing by the concerned
85 member and sent to the Association and the District office. Such revocation may occur at any time at
86 the concerned member's discretion. Such revocation shall become effective the following month.
- 87 C. The Association shall submit a copy of all signed authorization forms to the District office by the first
88 day of the month in which it is to be effective.
- 89 D. The Association shall provide the District office information as to the amount of annual dues and
90 assessments by September 1.
- 91 E. Dues deductions for certificated employees employed after the commencement of the school year
92 shall be appropriately prorated.
- 93 F. Upon appropriate written authorization from a certificated employee the Board shall deduct from the
94 salary of any certificated employee and make appropriate remittance for annuities, previously
95 approved charitable donations, insurance benefits, or other plans or programs jointly agreed to by the
96 Association and the District, in accordance with RCW 28A.405.400 and any other applicable State laws
97 and regulations.
- 98 G. The Association and its members will hold the District harmless against any claims made against and
99 any suit instituted against the District for errors not of its own making on account of payroll deductions.
100 The Association agrees to refund to the District any amount paid to it in error on account of the check-
101 off provision.

ARTICLE 4: RIGHTS OF THE PARTIES

102 A. Management Rights

103 1. The rights, powers, authority and functions of management shall remain exclusively vested in the
104 District and its Board of Directors except as specifically and expressly limited by the provisions of
105 this Agreement.

106 2. All matters not in conflict with or not specifically and expressly covered or treated by the language
107 of this Agreement will be administered by the District as it may from time to time deem
108 appropriate.

109 B. Association Rights

110 1. The Association and its representatives shall have access to District buildings for meetings to
111 transact Association business provided that it has been approved by and not unreasonably
112 withheld by the building administrator.

113 2. The Association shall have access to District technology and office equipment at reasonable times
114 when such equipment is not otherwise in use provided that it has been approved by the building
115 administrator.

116 3. The Association shall have access to bulletin boards to post notices of activities and matters of
117 Association concern, excluding materials prohibited by the state Public Disclosure Commission
118 rules and guidance.

119 4. The Association shall have access to the District mail, mailboxes and email service providing such
120 use is consistent with District policies and procedures for communication purposes.

121 5. The Association and its representatives shall have access to District certificated employees
122 provided that it does not disrupt the educational program.

123 6. Representatives duly authorized by the Association who participate during working hours in
124 negotiations, grievance proceedings, conferences, or meetings, provided such meetings and the
125 number of participants are agreed to by the District, shall suffer no loss in pay.

126 7. Both the Board and the Association agree to furnish all information necessary for developing
127 feasible, constructive proposals and counter proposals, and to which the other is lawfully entitled.
128 This information shall include, but not be limited to, accurate District financial records, financial
129 projections, preliminary budgets, and information pertinent to the experience and educational
130 levels of all certificated staff. All information shall be delivered within a reasonable time after
131 request.

132 8. The Association will hold its Representative Council meetings on the second Wednesday of each
133 month. Building and district administrators will not schedule any conflicting meetings on that
134 afternoon.

135 9. Negotiations for the school calendar will be conducted on an annual basis and will not be counted
136 as one of the re-openers for either side for the life of this Agreement. A two-year calendar will be
137 developed with the option for either party to recommend changes prior to January 15 of the
138 school year preceding the second-year calendar. The Association agrees to participate in
139 negotiations on calendar starting no later than November 1.

140 C. Employee Rights

- 141 1. Employees shall be entitled to full rights of citizenship. The District agrees there shall be no
142 discrimination or discipline on the basis of race, color, religion (creed), gender, gender expression,
143 age, national origin (ancestry), disability, marital status (except no employee shall be placed in a
144 position for which supervision is required, either directly or indirectly, by their spouse), sexual
145 orientation, or military status, political activity or lack thereof. There shall be no discrimination as
146 to assignment, promotion, position on salary scale, requests for volunteer duty, or conditions of
147 work (e.g. distribution of facilities, equipment and supplies) against any certificated employee or
148 applicant for certificated employment or as between employees with continuing or non-
149 continuing contracts. There shall be no discrimination, based upon membership or non-
150 membership in the Association or in an employee's exercise of other rights under Chapter 41.59
151 RCW.
- 152 2. Employees of the District who are represented by the Association shall have the right to or not to
153 freely organize, join and support the Association for the purposes of engaging in collective
154 bargaining and other lawful activities.
- 155 3. As a fully elected body exercising governmental power under the statutes of Washington, the
156 Board shall not directly or indirectly discourage or deprive any employee of the enjoyment of any
157 rights conferred by the statutes and constitutions of the State of Washington and the United
158 States; or discriminate against any employee with respect to wages, hours or any terms and
159 conditions of employment by reason of membership or non-membership in the Association,
160 participation in any grievance, complaint or proceeding under the Agreement or otherwise with
161 respect to terms and conditions of employment.
- 162 4. Employees shall not be disciplined without just cause. An employee shall have the right to
163 representation by the Association when the employee is disciplined. All information used to
164 support disciplinary action by the District against an employee shall be presented in writing to the
165 employee and Association President. The District shall have the burden of proving that just cause
166 existed and that the disciplinary action taken by the District is appropriate to the cause. The
167 imposition of any discipline by the District shall be subject to the Grievance Procedure only
168 through Step 3 (Board of Directors). The imposition of discharge or adverse effect of contract by
169 the District, the determination of probable cause for such action, notice to the employee and
170 rights to a hearing by the employee shall be as provided in Chapter 28A.405 RCW.
- 171 5. In the event that a charge, complaint, or request about a certificated employee, teaching
172 procedure, or instructional material is made and the District determines to investigate it, the
173 following shall apply:
- 174 a. The employee or employees involved shall be notified, within twenty (20) working days of the
175 nature of the charge, complaint, or request and the name of the filing person, if disclosable.
176 The District reserves the right to extend the twenty (20) day calendar, if the timeline could
177 jeopardize the completion of the investigation. Notice shall be written, and a copy shall be
178 provided to the employee(s) at the time of notification of any investigation. The nature of the
179 charge, complaint, or request shall include a specification of the time frame, location, and
180 description. The employee has the right to request Association representation during any
181 investigatory interview. The District will make every attempt to deliver such notice at a time

- 182 least disruptive to the educational program. Ideally, the employee should not have to
183 continue to work with students in any setting, on the day they receive such notice.
- 184 b. Unless other action is mandated by statute, no disciplinary action will be taken until the
185 employee or employees have had a reasonable time to research and respond. It will be the
186 employee's obligation to make an appropriate response to the charge, complaint, or request.
- 187 c. If an employee is using adopted texts, materials or procedures, Board Policy will be followed
188 to process any complaints.
- 189 d. If a written report was issued as a result of the investigation then the employee shall receive
190 a copy.
- 191 e. A charge, complaint, or request results in a high level of stress for the employee(s) and a
192 strong support system should be available to the employee(s). Any personal matter shall be
193 handled in a confidential manner.
- 194 6. Students and others are subject to consequences if they record classroom activities or parent-
195 teacher conferences without prior permission of the employee and principal, unless required by
196 law. Video cameras and recording devices installed for security purposes shall not be utilized to
197 provide evaluation of teacher performance. With employee agreement, material recorded on or
198 transmitted through the District's online instructional platform may be used in the evaluation
199 process. In cases of alleged employee or student theft or misconduct, security video will be
200 reviewed by the administration to assist in determining if the act is substantiated.
- 201 7. Employees will be notified before any student is admitted into a class if it is known the student
202 has committed physical assault or if the student has a known, documented history of violent or
203 threatening behavior.

ARTICLE 5: PROFESSIONAL DEVELOPMENT

204 A. The District shall establish and maintain a representative advisory committee, that shall include, at a
205 minimum, one Association-appointed employee from each building, to review and provide input into
206 the District's annual professional development program. The committee's work shall be during
207 scheduled work time or the time shall be compensated as extra work.

208

209 B. New Teacher Mentor Program

210 The Teacher Mentor Program is designed to meet the needs of teachers through one-on-one
211 mentoring to address the beginning educator's needs.

212 Participation in the Mentor Program is expected for educators new to the teaching profession.
213 Differentiated support will be provided by the Mentor Program to meet the diverse needs of the
214 educator. A new educator may request to exit the program by demonstrating proficiency in their
215 professional and instructional practices to the satisfaction of the mentor and administrator.

216 Compensation of up to one (1) hour per month (ten (10) hours) will be provided for activities occurring
217 outside the workday at the per diem rate.

218 Materials/records/documents expressly developed as a result of the new educator's participation in
219 the Mentor Teacher Program shall be the property of the certificated mentee participating in the
220 program and shall not be retained in the employee's personnel file or used by the District in its formal
221 evaluation without mutual consent.

222 The Association will establish an advisory, eligibility list of mentor teachers and make the list available
223 to building administrators. Mentor teachers will be selected by the building administrators and a list
224 of mentors will be shared with the Association President.

225 Mentor Teacher positions will reflect the support needed by teachers in their first year of professional
226 teaching.

227 Desirable qualifications for Mentor Teachers include: Five (5) or more years of successful classroom
228 experience; Outstanding classroom teaching ability; or National Board Certification.

229 The mentor teachers will have the ability to reapply to continue service in a Mentor Teacher role. A
230 term of service may be shortened by mutual agreement, or if warranted.

231 The District will provide a scope of support for the Mentor and Mentee by providing a Mentor Contact
232 Log. Mentor Teachers will also be supported with training to prepare them for their roles and
233 responsibilities. Mentor Training and support will be provided by the District (Which may include
234 training by the District, ESD, or OSPI).

ARTICLE 6: USE OF FACILITIES

- 235 A. All certificated employees will have access to those school facilities necessary to pursue and
236 accomplish applicable educational objectives and such personal uses as are consistent with District
237 policy. Employees shall have the right and responsibility to report any conditions that they deem
238 unsafe or detrimental to a proper learning environment to the building principal and may expect a
239 timely and prudent response.
- 240 B. In order to permit freedom of access both during and after regular school hours, all certificated
241 employees will be given keys to their respective classrooms, lavatories, and outside door of their
242 assigned building. No keys shall be loaned to any other person or used by any other person except
243 under the immediate supervision of the employee nor duplicated by anyone other than the
244 appropriate administrative authority. Unless special arrangements are made, all keys will be returned
245 at the close of the school year to the appropriate building administrator as part of the checkout
246 procedure.
- 247 C. Outside of normal working hours, access to areas other than those accessible with the assigned key
248 can be obtained through arrangement with the school office.
- 249 D. Each building shall have available for each employee space to store instructional materials and
250 supplies; space and equipment to aid in the preparation of instructional materials; a desk, chair,
251 networked computer, phone, and a filing space for each employee.
- 252 E. The District will attempt to provide one classroom for each FTE teacher and specialist.
- 253 F. A faculty room, similarly equipped, will be provided in each school for use of employees. The room
254 shall be large enough to accommodate building staff and shall have adequate heat, lights, ventilation,
255 food preparation facilities, sink, furniture and telephone. Each building administrator shall establish
256 procedures sufficient to accommodate employees' reasonable requirements for typing and
257 duplicating, and access to faculty rooms.
- 258 G. The District will provide parking facilities for all employees.

ARTICLE 7: PERSONNEL FILES

- 259 A. Employees or former employees shall have access to personnel files as per the provision of RCW
260 42.17, that is; employees have the right to inspect all contents of their personnel files which shall be
261 maintained in the District Administrative Office and working files which may be maintained by the
262 building principal. The District will comply with RCW 49.12.250 regarding the right of employees to
263 access their personnel file(s).

- 264 B. Employees shall be notified within ten (10) school days and have the right to respond to all material
265 placed in their personnel file. The principal's working file shall not carry over from one principal to
266 another.

- 267 C. Employees shall have the right to petition the Superintendent or the Board for removal of derogatory
268 material.

ARTICLE 8: STUDENT DISCIPLINE

- 269 A. The exercise of student discipline by staff, administration and the Board of Directors shall be in
270 conformance with federal and state law, appropriate provisions of the Washington Administrative
271 Code and District policy.
- 272 B. Building administrators shall schedule and hold a faculty meeting prior to October 1 of each year for
273 the express purpose of presenting and discussing with the faculty the guidelines for student
274 behavior, staff responsibilities, and administrative support. The District shall give due consideration
275 to faculty suggestions in developing or amending District policy and administrative guidelines on the
276 matter of student discipline.
- 277 The Board and Superintendent shall support and uphold employees in their efforts to maintain
278 discipline in the District and shall give timely response to all employees' requests regarding discipline
279 problems. Further, the authority of employees to use prudent disciplinary measures for the safety
280 and well-being of students and employees as well as the authority to use standard disciplinary
281 measures for each student with disabilities, unless the student's behavior is a manifestation of their
282 disability, is supported by the Board. In the exercise of authority by an employee to control and
283 maintain order and discipline, the employee may use reasonable and professional judgment,
284 including reasonable use of physical restraint to prevent injury to themselves or others.
- 285 C. The District's failure to adhere to the provisions of this Article shall not, of itself, serve to excuse an
286 employee's unsatisfactory performance in the handling of student discipline and attendant problems
287 as set out in Article 13 (Evaluation) but shall be subject to Article 20 (Grievance Procedure).
- 288 D. Any act of violence or force by a student toward a District employee shall be grounds for discipline in
289 accordance with Board Policy, up to and including immediate suspension or expulsion. If the student
290 is suspended, prior to their return to the classroom a conference with the student, parent (whenever
291 possible), administrator, and teacher will be held.
- 292

ARTICLE 9: ACADEMIC FREEDOM

- 293 A. Academic freedom includes the right of teachers to study, investigate, and interpret facts and ideas
294 concerning humans, society, the physical and biological world and other branches of knowledge. The
295 right to academic freedom herein established shall include the right to support or oppose political
296 causes and issues outside of contracted hours.
- 297 B. Academic freedom must be exercised consistent with the policies and curriculum of the District.
298 Academic freedom includes a responsibility to cultivate manners, honesty, honor, industry, economy,
299 and good health, and to teach the principles of patriotism, the democratic tradition, and the rights,
300 duties and dignity of American citizenship. Academic freedom also includes a commitment to the
301 welfare growth and development of children, and the insistence on objective scholarship. Teachers
302 shall take into account the relative immaturity of their students and the need for guidance and help in
303 studying controversial issues. Teachers shall use the utmost in professional judgment in planning the
304 inclusion of controversial issues or resources in classroom presentations. The teacher's answer(s) to
305 spontaneous classroom questions are subject to the same exercise of professional judgment. The
306 presentation and discussion of controversial issues in the classroom shall be on an informative basis
307 and shall be primarily motivated to develop in students a willingness to examine significant positions
308 on an issue in drawing inferences or conclusions.
- 309 C. The ability of pupils to progress and mature academically is the combined result of school, home, faith
310 community, economic and social environment, and that the teacher alone cannot be held solely
311 accountable for academic achievement of the pupil in the classroom.
- 312 D. Teachers shall be responsible for clearing outside speakers with the principal.
- 313 E. Instructional Materials Committee—In addition to the requirements for participants of the
314 Instructional Materials Committee pursuant to Board Procedure 2020P, building principals and
315 secondary department heads over the content area(s) that are subject of the curriculum adoptions
316 shall collaboratively appoint an Association member from each building who is currently teaching in
317 that subject. These appointed designees shall be full voting members in any decision made by the
318 Instructional Materials Committee—Secondary.

ARTICLE 10: CONTRACTS

- 319 A. All individual employee contracts shall be subject to and consistent with Washington state law and the
320 terms and conditions of this Agreement. Any individual employee contract hereinafter executed shall
321 expressly provide that it is subject to the terms of this Agreement. If any individual employee contract
322 contains any language inconsistent with this Agreement, this Agreement during its duration shall be
323 controlling.
- 324 1. The District shall provide each employee a contract with the basic teaching assignment indicated
325 therein and in conformity with Washington state law and regulations and this Agreement. Each
326 contract will be accompanied by a copy of the appropriate salary schedule.
- 327 2. Regular contracts will be issued for duties requiring certification during the contract day and the
328 normal contract year. There are two types of regular contracts - continuing and leave
329 replacement.
- 330 3. The base contract year shall include state funded student days, the last of which shall be a half
331 day. The employee contract year shall be fulfilled when building check-out procedures have
332 been completed.
- 333 4. Employees who are new to the District shall be required to attend additional days for District
334 and/or building orientation prior to the beginning of the school year. Compensation will be at
335 the employee's per diem. The Association will be given one (1) hour to conduct Association
336 business during the new teacher orientation.
- 337 B. The assignment of supplemental contracts shall be at the discretion of the Board and acceptance of
338 the assignment shall be at the discretion of the employee. Once accepted, payment shall be as set
339 forth on Schedule B and in equal monthly installments beginning with the first month following
340 issuance of the contract or in such other method as is mutually agreeable between the parties.
341 Notice of an opening of a co-curricular assignment shall be given to certificated staff prior to notice
342 to non-staff. Whenever possible, supplemental contracts for the next year will be offered at the
343 same time as base contracts are.
- 344 C. Extended contracts are considered supplemental contracts and will be offered as other supplemental
345 contracts depending on the needs and financial capability of the District. Extended contracts are
346 normally of two types: (a) for additional days of work outside of the regular contracted day or (b) for
347 additional workloads as extra classes, etc., falling within the regular contracted period.
- 348 D. An offer of Continuing and Leave Replacement contracts must be returned by the employee within
349 fourteen (14) calendar days of date of issuance. If not returned by that date, a contract will be
350 presumed to be rejected unless other arrangements have been made with the Superintendent.
351 Contracts must be issued either personally or by certified mail.
- 352 E. An employee under contract shall be released from the obligation of the contract upon request
353 under the following conditions after first submitting a letter of resignation to the Superintendent's
354 office.
- 355
- 356 1. A release from contract, prior to July 1, may be granted provided a letter of resignation is
357 submitted prior to that date.

- 358 2. A release from contract shall be granted after July 1 provided a satisfactory replacement can be
359 obtained.
- 360 3. A release from contract shall be granted without penalty in case of illness or other personal
361 matters, which make it impossible for the employee to continue in the District.
- 362 F. Staff selected and appointed by the District and who serve on the following District district-approved
363 committees shall be compensated at the flat rate of 0.108 of the base salary, BA 456 0; Professional
364 Growth Committee, Instructional Materials Committee, Safety Committee, Technology Committee.
- 365 G. In-service Instructor Pay. Employees who teach an in-service training lesson, with prior approval of
366 an administrator, will be paid at the flat rate. Paid time will be in 30 minute increments.
- 367

ARTICLE 11: WORK SCHEDULES

- 368 A. Regular building hours for employees shall be seven and one-half (7 1/2) hours per day inclusive of
369 lunch. Reasonable starting and dismissal times, which may vary from school to school and program to
370 program, shall be determined by the Board.
- 371 1. When there is a delayed start of school the employees' work day will begin as soon as they are
372 safely able to get to school, but no less than thirty (30) minutes before the delayed start.
- 373 2. If school is dismissed early as a result of a safety related reason employees may leave as soon as
374 the students directly in their care have left the school campus.
- 375 3. If employees use sick or personal leave on any student half day, only 3.75 hours will be deducted
376 from the appropriate leave category.
- 377 B. In addition to regular building hours and consistent with the traditional expectations associated with
378 the performance of professional employees, the following shall apply:
- 379 1. Employees shall spend time outside of building hours to the extent necessary for adequate
380 preparation of instruction for teachers and professional duties for ESAs.
- 381 2. An employee's actual workweek exceeds the thirty-seven and one half (37 ½) hours per week
382 required by Section A above.
- 383 C. Teachers will be available to meet with students and parents thirty (30) minutes before and after the
384 student day. Teachers shall be released from building meetings at least fifteen (15) minutes before
385 the start of the student day.
- 386 D. Employees shall adhere to the daily schedule and shall make no commitments which will preclude
387 their being present to perform their contracted responsibilities. Requests for exceptions must be
388 submitted to the principal prior to the anticipated teacher absence and/or late arrival or early leaving.
- 389 E. Each employee shall have a thirty (30) minute duty free uninterrupted lunch period between 10:45
390 a.m. and 1:15 p.m. If an employee engages in work duties during their duty free lunch period with the
391 pre-approval of an administrator, they are eligible for per diem compensation for the worked time.
392 Employees who engage in work during their duty free lunch period on an emergency basis should
393 discuss this with their principal as soon as possible for approval. Claims for payment will be submitted
394 to the building principal within thirty (30) days of the time worked or the claim for payment is forfeited.
395 The payment will be added to the salary payment for the employee provided each month.
- 396 F. The District recognizes the importance of professional growth activities, individual building meeting
397 needs and the collaboration of employees, and therefore will make reasonable efforts to establish
398 ongoing professional development opportunities by seeking the advice of the administrative team, the
399 Association, and community members.
- 400 G. Educators in Sequim recognize that all schools must meet specific annual instructional hours to meet
401 Washington state accreditation and funding requirements. The District recognizes that planning
402 time provided within the work day is not adequate to accomplish all the tasks necessary to plan and
403 prepare for instruction, grade student work, communicate with parents, and fulfill many other
404 duties. Sequim educators also recognize that each grade level has differences in schedules, student
405 supervision expectations, and course credit requirements. In an effort to allow flexibility in building

406 scheduling, and yet recognize the need for daily planning time, preparation, and communication with
407 parents, the following conditions shall apply.

- 408 1. Planning time is not release time and teachers will not leave campus without notifying the
409 building administrator or the building secretary, as to their whereabouts and estimated time of
410 return.
- 411 2. It is recognized that planning time is teacher directed time, and as such administrators shall
412 attempt to avoid scheduling meetings, other than parent meetings (including IEP meetings) and
413 pre and post observation and evaluation conferences, during a teacher's planning time without
414 the consent of the teacher.
- 415 3. Planning time will consist of five hundred twenty (520) minutes every two weeks. Planning time
416 will occur every day. It shall remain exclusive of the duty-free lunch and the 30 minutes before
417 and after school. It shall consist of blocks of time that are no less than 40 minutes.
- 418 4. Planning time for days shortened by alternative schedules for K-12 teachers shall be prorated.
419 Daily planning time may not be lost more than three times per year due to training scheduled by
420 the building administration or District.

421 G. Any employee covered by this Agreement who covers a class for another employee must have
422 administrative pre-approval, unless assigned by the building office. An employee who has a contract
423 greater than or equal to 0.6 FTE shall be paid for time spent covering the absence at the employee's
424 per diem rate. An employee with a contract for less than 0.6 FTE shall be paid at the substitute rate.
425 Acceptance of this assignment shall be on a voluntary basis except when a paid substitute cannot be
426 obtained.

427 Claims for payment will be submitted to the building principal within thirty (30) days of the time
428 worked. Failure to do this will result in the forfeiture of payment. The payment will be added to the
429 regular salary payment for the employee provided each month.

430 H. Secondary school teachers shall not be assigned more than two non-related subject fields except by
431 mutual consent of the teacher and principal. Provisions of this policy will be in effect during normal
432 working times. During unusual circumstances provisions of the reduction in force policy (included as
433 part of this Agreement) will be in effect. Secondary school principals will make a definite attempt to
434 limit the number of different subjects and/or preparations required of individual teachers in grades
435 seven through twelve to no more than three (3).

436 I. Periodic parent/teacher conferences shall be scheduled by the principal, counselor, and teacher during
437 the workday unless the parent insists otherwise. In the elementary school, students shall be dismissed
438 for a minimum of 2 days, and kindergarten students shall be dismissed for a minimum of 3 days in
439 order to provide for formal parent/teacher/student conferences provided compliance with the
440 minimum contact requirements of the Basic Education Act is maintained.

441 J. Parent teacher conference days will not go beyond the customary 7.5 hour school work day. The staff
442 at each school will work with their principal to schedule conferences and no principal tri-time will be
443 used for conferences. It is recognized the common work day on a parent teacher conference day may
444 be adjusted to later in the day and into the evening, or the day may be broken into two work times
445 with a non-work period separating the two work sessions.

446 K. Part-time teachers will have pro-rata teaching, preparation time, and before and after duty time as a
447 part of their part-time contract.

448 L. Classroom teachers (e.g. librarians and science, art, music, and vocational teachers) shall not be
449 required to perform inventory tasks which cannot reasonably be accomplished during the regular work
450 day and contract year.

451 M. The effect of class size on a classroom teacher is influenced proportionately by the material to be
452 covered and difficulty in skill development, by the number of available work stations and physical size
453 of the teacher/learning space, and by equitable class size throughout the day, and upon the District by
454 fluctuating student enrollments, budget limitations, and curriculum requirements. Building
455 administrators will consider these factors in the scheduling of classes and in the assignment of
456 students.

457 1. Classes with split grade level or subject require more time and preparation. The building principal
458 or designee will make every reasonable effort to consider this when determining class size.

459 2. Classroom teachers may find IEP information about their students' IEP online. The IEP is a
460 confidential document and must be kept secure. When the teacher is expected to provide
461 specially designed instruction, they will have the opportunity to meet with the special education
462 staff to discuss the contents of the IEP.

463 3. Maximum class sizes. The intent of the District is to ensure reasonable class sizes. Individual
464 classes will be reviewed and adjusted as necessary to provide an environment that assures success
465 for students and staff.

466 The District will strive to keep class sizes in general education and special education classrooms
467 below these maximums. When classes exceed the following maximum, they will be considered to
468 be overloaded:

Program	Environment	Student Ratio
Kindergarten	Classroom	20
Grades 1-3	Classroom	22
Grades 4-5	Classroom	26
Grades K-5	Elementary Specialist	40
Grades 6-8	Classroom	29
Grades 9-12	Classroom	32
Grades 6-12	Music	60
Grades 6-12	Physical Education	40
Living Skills	Classroom	13
Resource	Classroom	18
Resource	Case Load	30
DVS Elementary (K-5)	Headcount	27
DVS Secondary	Headcount	40

469
470 Developmental Preschool Caseload: Teachers at the preschool level will have a caseload of no
471 more than an average of twelve (12) students on IEP's per session per day, four days per week.
472 These classrooms will be staffed with twelve (12) hours of paraeducator time per day. These
473 hours will not be considered as an overload remedy. Additional staffing will be considered for
474 extraordinary student needs.

- 475 4. In the event these established class size maximums are exceeded, the District will relieve an
 476 overload situation by:
- 477 a. Student transfer
 - 478 b. Addition of certificated staff (In the event there is no classroom space available, certificated
 479 instructional staff may be added to the existing overloaded classroom thereby reducing the
 480 student-teacher ratio. This classroom will no longer be considered overloaded.)
 - 481 c. Forming new class sections

482 If a special education employee believes they have an excessive caseload, the employee
 483 should bring it to the attention of the Director of Special Services for possible relief options.

- 484 5. In the event that attempts to relieve a class overload situation are unsuccessful, the
 485 classroom teacher whose class(es) is/are in overload status will receive one hundred
 486 twenty five dollars (\$125) per student per month for an elementary and/or DVS teacher
 487 and twenty five dollars (\$25) per student per month for a secondary teacher or other
 488 employees when they do not see the student for the whole day (elementary specialists,
 489 special education resource teachers, etc.) beginning on the State count day in October and
 490 for each monthly count day thereafter.

491 In September, overload will be calculated based on rostered students on the tenth (10th) school
 492 day, with notice from the teacher (by submitting a completed form to their principal for
 493 confirmation and submission to payroll), but will be paid on the same monthly amount provided
 494 above.

- 495 6. Maximum caseloads: The intent of the District is to ensure reasonable caseloads. Individual
 496 caseloads will be reviewed and adjusted as necessary to provide an environment that assures
 497 success for students and staff.

- 498 7. The District will strive to keep ESA caseloads below these maximums. When caseloads exceed
 499 the following maximum, they will be considered to be overloaded:

Program	Environment	Case Load
Elementary Social-Emotional Certificated Staff (including counselors)	Building	700
Middle School Social Emotional Certificated Staff (including counselors)	Building	500
High School Social Emotional Certificated Staff (including counselors)	Building	350
Speech and Language Pathologist caseload	K-12	45
Certificated School Nurse	K-12	3,000
Certificated Physical Therapist	K-12	60
Psychologist	K-12	900

- 500
- 501 8. Monthly, caseload count will be monitored by the return of the confirmed monthly roster
 502 beginning in October.

- 503 9. ESA caseloads shall be reasonable and equitable taking into consideration the number of
504 students served, the degree of services required by the group of students assigned to any one
505 ESA at any one time, number of programs and number of schools to which the ESA is assigned. A
506 District designee shall meet with ESA groups as requested by either party to allow each ESA
507 group to review current caseloads and consider any balancing adjustments.
- 508 10. In the event these established caseload maximums are exceeded, the District will relieve an
509 overload situation by:
- 510 a. Caseload balancing
- 511 b. Recruiting additional ESA staff
- 512 11. In the event that attempts to relieve a caseload overload situation are unsuccessful, the ESA
513 whose caseload is in overload status will be compensated twenty-five dollars (\$25) per student
514 per month.
- 515 12. When any general or special education teacher believes an assigned student with disabilities is
516 not making sufficient progress, they have the right to request the IEP team consider changes in
517 the IEP. Special education personnel shall have the right to make recommendations for program
518 and placement they believe necessary in order to improve student learning.
- 519 a. Both parties recognize that in order to offer the full spectrum of Special Services, and be in
520 compliance with state and federal laws, many meetings must be held. The District and
521 building principals will make every effort to ensure that these meetings are not scheduled,
522 and do not extend, outside of regular building hours. While attendance at IEP meetings is part
523 of an employee's professional responsibilities (Appendix A), employees may request approval
524 for compensation for time outside the workday for unusually extensive IEP meetings (for
525 instance, meetings starting later than 3:45 p.m., or participation extending past ninety (90)
526 minutes).
- 527 13. Speech and Language Pathologists shall be reimbursed the full amount of the annual national
528 certification fee. This shall be done upon submission of receipts indicating the fee has been paid
529 and the individual has received certification for the current year.
- 530 14. Special education teachers and SLPs may be eligible for IEP or transfer documentation time within
531 the school day or as extra days of work compensated at the substitute rate. Eligibility for this
532 option will be reviewed and determined with administration as needed.
- 533 15. The District will provide to all certificated school counselors or TOSAs assigned as counselors ten
534 (10) per diem days at high school, five (5) days at middle school, and three (3) at elementary, and
535 school psychologists ten (10) per diem days.
- 536 16. When a special education paraeducator is absent, the District will attempt to provide a
537 paraeducator substitute beginning the first day of the absence.
- 538 N. All employees shall have five (5) full school days after the end of each quarter to prepare student
539 report cards. The only exception shall be at the end of second semester for failing seniors, in which
540 case it shall be the last day seniors are in attendance.
- 541 O. The District can require employees to attend enrichment programs two weeks prior to the date
542 students start school. Notice shall be given to employees by June 1 and the compensation rate shall
543 be per diem.

- 544 1. Enrichment programs scheduled during the work day shall be accommodated by the early
545 dismissal of students or use of substitutes. Attendance at such programs shall be mandatory.
- 546 2. Attendance at any enrichment programs or courses scheduled or recommended at times other
547 than during the workday shall be voluntary.
- 548 3. At the end of the first semester a non-student, non-work day shall be scheduled. Employees are
549 responsible for first semester grading and second semester preparation as a matter of personal
550 professional responsibility
- 551

ARTICLE 12: EVALUATION

552 A. Purpose

- 553 1. Both the District and the Association share a core value: to promote a growth mindset for our
554 youth and our employees.
- 555 2. Supervision for the improvement of instruction and professional practice is the function of the
556 employee evaluation process. Employees are expected to execute the core values inherent in the
557 vision, mission, and goals of the District's strategic plan.
- 558 3. The legislature finds that an evaluation system for teachers has the following elements, goals, and
559 objectives: (1) An evaluation system must be meaningful, helpful, and objective; (2) an evaluation
560 system must encourage improvements in teaching skills, techniques, and abilities by identifying
561 areas needing improvement; (3) an evaluation system must provide a mechanism to make
562 meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior
563 teaching performance; and (4) an evaluation system must encourage respect in the evaluation
564 process by the persons conducting the evaluations and the persons subject to the evaluations
565 through recognizing the importance of objective standards and minimizing subjectivity. (RCW
566 28A.405.110)

567 B. Definitions

- 568 1. Provisional employees are defined in RCW 28A.405.220 and shall be observed and evaluated
569 using the District's evaluation form for their job classification, at least twice annually. The first
570 evaluation shall be based on an observation of not less than thirty minutes and completed no
571 less than ninety (90) calendar days of the commencement of contract year and the second not
572 later than May 1. Provisional employees shall not be placed on probation.
- 573 2. Continuing employees are other than provisional employees and shall be evaluated at least once
574 annually after no less than two observations. Total observation time for each employee for each
575 school year shall be not less than sixty (60) minutes. All evaluations shall be completed not later
576 than June 1.
- 577 3. TPEP Educators shall refer to those employees evaluated under the Washington State
578 Teacher/Principal Evaluation Process (TPEP) which is for certificated classroom educators who
579 provide direct instruction for students.
- 580 4. "Non-Classroom Educators" shall refer to those employees who do not provide direct instruction
581 to students. This includes Educational Staff Associates (i.e. counselors, social workers, physical
582 therapists, and other employees listed under Title 18 RCW) as well as Teachers on Special
583 Assignment (TOSAS).

584 C. Evaluations/Observations

- 585 1. Evaluations shall be based on no less than two observations of the employee in the performance
586 of their assigned duties. Observations may be either scheduled or unscheduled when the
587 employee is engaged in contracted duties, and may be shorter than 30 minutes but must directly
588 reference evaluation criteria. A minimum of one observation shall be thirty (30) minutes in
589 length while the employee is engaged in instruction or the employee's professional duties if not
590 a teacher.

- 591 2. If an employee is transferred to another position not under the supervisor’s jurisdiction, an
592 evaluation shall be made at the time of such transfer. An employee on probation shall not be
593 transferred from the supervisor’s jurisdiction until the probationary period is complete.
- 594 3. If an employee resigns during the school year, the final evaluation shall be based on
595 observations up to the date of the resignation and may be mailed to the employee.
- 596 4. Unsatisfactory evaluations, as defined in Paragraph 15, below, must be supported by at least one
597 observation report that has indicated unsatisfactory performance. If an employee’s evaluation
598 will indicate unsatisfactory performance in one or more of the criteria, such evaluation shall be
599 completed by May 1. The employee may request one additional observation be made within
600 thirty (30) additional calendar days of the request for the purpose of having the evaluator
601 observe if the marked deficiencies have been corrected.
- 602 5. Principals and other supervisors may conduct such additional observations at any time during
603 the school year for such additional periods of time, as they deem appropriate.
- 604 6. Following each observation, the principal or other evaluator shall provide the employee a copy
605 of the observation report within five (5) working days after the observation. If unsatisfactory
606 performance is observed and noted, the Association President will be provided a copy of the
607 report form. A conference with the employee will occur within five (5) working days of the date
608 the employee is provided a copy of the report form. The employee may request the meeting
609 include representation by the Association.
- 610 7. All observation reports used in making the evaluation shall be attached to the evaluation.
- 611 8. The employee shall sign the District’s copy of the evaluation report to indicate that they have
612 received a copy of the report. The signature of the employee does not, however, imply that the
613 employee agrees with the contents of the evaluation report. The employee may attach
614 comments if desired.
- 615 9. Each evaluation report and supporting observations, along with any employee attachments, shall
616 be filed at the end of the school year in the employee’s personnel file.
- 617 10. TPEP Educators ~~Employees~~ assigned to subject matters for which they are not endorsed by
618 certificates or for which they have no major or minor, shall not be evaluated with respect to
619 TPEP criteria #4 (professional preparation) and #7 (knowledge of subject matter) except for
620 assistance.
- 621 11. After an evaluation the principal or the evaluator may require the employee to take professional
622 development training provided by the District in the area of professional skills needing
623 improvement and may require the employee to work with a mutually agreed upon mentor for
624 purposes of achieving such improvement (RCW 28A 405.140).
- 625 12. Evaluation Rubrics: The rubric for TPEP Educators shall be the Danielson Framework. Non-
626 classroom ~~instructional~~ educators will be evaluated on the state evaluation criteria.
- 627 13. TPEP Educators shall receive a comprehensive evaluation at least once every six (6) years. A
628 Comprehensive evaluation assesses all eight (8) evaluation criteria. All criteria contribute to the
629 summative evaluation performance rating. TPEP Educators not receiving a comprehensive
630 evaluation will be assessed with a “focused evaluation.” During a focused evaluation, the
631 employee will select one (1) criterion for approval by the evaluator. If criteria 3 or 6 are not

- 632 selected, the employee and evaluator shall use the student growth goal process of Criterion 3 or
633 6. The employee's last comprehensive rating shall remain in effect while the employee is on the
634 focused evaluation process.
- 635 14. Should a Principal or evaluator determine to move a TPEP Educator from a focused to
636 comprehensive evaluation, they must meet with the employee and inform them in writing
637 before December 15th. During the meeting, they must provide the employee with a reason based
638 on observed evidence. Employees may request to be transitioned from focused to
639 comprehensive evaluation by notifying their evaluator prior to December 15.
- 640 15. Unsatisfactory Performance on a Comprehensive Evaluation (both TPEP and Non-Instructional
641 Educators):
- 642 a. TPEP Educators:
- 643 i. With five (5) years of experience or less unsatisfactory performance is receiving a
644 comprehensive evaluation rating of 1, Unsatisfactory.
- 645 ii. With greater than five (5) years of experience unsatisfactory performance is receiving
646 comprehensive evaluation rating of 1, Unsatisfactory or 2, Basic two (2) years in a row
647 or in two (2) out of three (3) years.
- 648 b. Non-Classroom Educators: unsatisfactory performance is receiving an overall evaluation
649 rating of unsatisfactory.
- 650
- 651 16. Probation: An educator with unsatisfactory performance as defined above may be placed on
652 probation for sixty (60) days after October 15th; probation must be completed by May 15th. If
653 educator is deemed proficient, then he or she is removed from probation.
- 654 17. If the supervisor contemplates recommending that a continuing contract employee be placed on
655 probation, an evaluation shall be made no later than January 20.
- 656 18. If the evaluator has observed deficiencies in the employee's professional classroom performance
657 and the evaluation is determined to be "unsatisfactory" the evaluator shall develop a
658 probationary plan of improvement in accordance with RCW 28A.405.100. The purpose of the
659 probationary period is to give the employee opportunity to demonstrate improvement in their
660 areas of deficiency.
- 661 a. A probationary period of sixty (60) school days shall be established.
- 662 b. During the probationary period the evaluator shall meet with the employee at least twice
663 monthly to supervise and make a written evaluation of the progress, if any, made by the
664 employee.
- 665 c. The evaluator may authorize one additional certificated mentor to observe and assist the
666 probationer and aid the employee in their areas of deficiency.
- 667 d. The employee may be removed from probation at any time if they demonstrate sufficient
668 improvement to the principal of the building.

669 e. Lack of necessary improvement may constitute grounds for a finding of probable cause for
670 nonrenewal. The Superintendent will provide written notice thereof to the employee on or
671 before May 15 (RCW 28A.405.210).

672 19. Implementation of New Student Growth Goal Requirements: Prior to October 1 in the 2024-2025
673 school year, the District will provide professional development for all evaluators and TPEP educators
674 on the new requirements. During the 2024-2025 school year, District and Association leadership will
675 meet on a quarterly basis to review implementation of the new student growth goal requirements
676 and troubleshoot any issues that arise.

677

ARTICLE 13: ASSIGNMENT, TRANSFER & VACANCIES

- 678 A. In the determination of voluntary assignments and transfers, the preference and qualifications of the
679 employee shall be considered to the extent that these considerations do not conflict with the
680 educational program. As to employees who desire transfer or reassignment, the following procedure
681 shall be used:
- 682 1. All vacancies and new positions will be posted on the District website. A vacancy occurs when a
683 position within the bargaining unit is open. If a new position or vacancy occurs during the school
684 year it shall be posted on the District website. Principals, working with their staffs, may make
685 internal staffing assignments among existing staff at a building for the upcoming school year prior
686 to determining which positions are vacant for purposes of posting.
 - 687 2. The employee must notify the Superintendent and/or his designee within five (5) days of their
688 desire to be considered for a position.
 - 689 3. All vacancies or new positions shall be filled on the basis of qualifications for the position.
690 Continuing, provisional, and leave replacement employees of the District who make application
691 for a vacancy or new position shall be assured an interview. This opportunity will be extended
692 through the summer months for those employees who worked the previous school year.
 - 693 4. The Superintendent or his designees shall inform the employee of the outcome of their request in
694 writing within a reasonable time in the event of a request for transfer and within fifteen (15) days
695 of the date the position is filled in the event of a request for consideration of appointment to a
696 vacancy.
 - 697 5. In the event a vacancy occurs within twenty (20) days of the start of school, the administration
698 will make a reasonable attempt to meet the intent of this notification and transfer process in the
699 time available.
- 700 B. All positions that may require a transfer shall be posted on the District website. In the instance of
701 involuntary transfer to a new assignment, employees shall be notified in writing within a reasonable
702 amount of time of any changes in their programs and schedules for the ensuing school year or
703 semester, including subjects taught and special assignments. The District will provide two (2) days per
704 diem to any individual involuntarily transferred to another classroom in the District.
- 705 1. When possible, employees shall be notified before summer break to allow summer school
706 preparation if necessary.
 - 707 2. These conditions apply except when the reduction in force contained herein is enforced.
- 708 C. The District will invite present certificated staff from the appropriate grade level, department or school
709 to assist in the development of criteria and interviewing of new classroom teachers, librarians,
710 counselors and principals. During vacation periods a reasonable attempt will be made to meet the
711 intent of this article.

ARTICLE 14: REDUCTION IN FORCE

712 A. Definitions:

- 713 1. Financial Emergency – a significant loss of funding resulting from double levy loss in the same
714 school year, declining enrollment, or other loss of revenue (e.g. a substantial reduction in the state
715 per-pupil allocation of funds, reduction in categorical funding, etc.) that requires the involuntary
716 separation of employees.
- 717 2. Reduction in Force (RIF) – reduction of number of employees resulting from a financial emergency,
718 not decisions to discharge or non-renew an employee for cause. Any employee placed on layoff
719 status shall retain all accrued benefits as are regularly extended to any employee on leave.
- 720 3. Qualifications – the appropriate Washington State Certificate, including endorsement, for the
721 subject and/or grade level to which the employee will be assigned.
- 722 4. Seniority – length of certificated service within the State of Washington. Seniority shall be
723 prorated for less than full-time service. Employees shall receive additional proportional seniority
724 credit for additional work such as summer school, but seniority credit shall not exceed 1.0 FTE for
725 any given year.
- 726 5. Voluntary leave – leave requested and granted during a time of financial emergency for a period
727 of up to one year.

728 B. Procedures for Staff Reduction

- 729 1. In the event the Board of Directors adopts a RIF, those teachers and other non-supervisory
730 employees (collectively "employees" herein) who will be retained to implement the District's
731 reduced or modified program and those who will be terminated from employment or adversely
732 affected in contract status will be identified by using the following procedures:
- 733 a. Determination of Vacant Positions
- 734 The District will determine, as accurately as possible, the total number of employees known
735 as of April 1 leaving the District for reasons of retirement, family transfer, normal resignations,
736 leaves, discharge or non-renewal, etc., and these vacancies will be taken into consideration in
737 determining the number of available certificated positions for the following school year.
- 738 b. Certification
- 739 Possession of any valid Washington State Certificate which may be required for the position(s)
740 under consideration shall be a prerequisite for retention as well as appropriate endorsements,
741 if applicable.
- 742 c. Employment Categories
- 743 i. The following categories and specialties are established to ensure the qualifications of
744 personnel assigned to retained positions.
- 745 ii. Elementary teachers will be listed for retention in one category (K-5). Elementary
746 teachers shall include all elementary staff with appropriate certification or endorsement.
- 747 iii. Secondary teachers (6 -12) will be listed for retention in areas with appropriate
748 certification or endorsement.

- 749 iv. Career and Technical Education (CTE) teachers will be listed for retention based upon the
750 teaching area authorized on the teaching certificate.
- 751 v. Other employees will be listed for retention in areas with appropriate certification or
752 endorsement.
- 753 vi. All employees on leave will be listed for retention as if they remained in the classroom.
754 All employees on leave are subject to all RIF procedures.
- 755 d. Retention by Employment Category
- 756 Each employee will be listed for retention in their current assignment. Employees shall also
757 be listed for retention in additional areas with appropriate certification or endorsement,
758 provided the employee shall inform Human Resources, in writing, of those certifications or
759 endorsements.
- 760 e. Selection within Employment Categories
- 761 Employees shall be considered for retention in available positions within the employment
762 categories or specialties for which they qualify. In the event that there are more qualified
763 employees than available positions in a given category, the following criteria shall be used to
764 determine which employees shall be recommended for retention:
- 765 i. Total seniority as an employee shall be the basis for retention for those categories
766 identified in Subsection A3 above. Within each such category the employee(s) having the
767 greater seniority shall be recommended for retention. In the event of a tie, Sequim
768 School District experience will be the first tiebreaker. In the event ties remain, the
769 employee(s) having the highest number of credits as recorded in the Personnel Office on
770 October 1 of the current school year shall have preference. If ties remain, the
771 employee(s) to be retained shall be determined by drawing lots among the employees
772 who tie.
- 773 ii. When a program is eliminated, staff members will be reassigned based upon their
774 seniority, certification and/or endorsement.
- 775 f. Action by Superintendent
- 776 A seniority list shall be established and published by the District by February 1st of each year.
777 Certificated staff shall have thirty (30) calendar days to notify the District of any errors or
778 discrepancies on the seniority list. The updated seniority list shall be distributed to staff and
779 Association on or before April 1 of each school year. The list shall include the following:
- 780 i. Certification/endorsement information
- 781 ii. Certificated teaching experience within the State of Washington
- 782 iii. Length of service within the District
- 783 iv. Number of credits
- 784 v. These provisions shall be implemented on or before the statutory notice date, generally
785 May 15 of the school year prior to the school year in which any staff reductions may be
786 necessary. The Superintendent shall take such action as may be required by statute to
787 non-renew or adversely affect the employment contracts of affected employees.

- 788 C. Employment Pool
- 789 1. All employees who are not retained in accordance with these procedures shall be terminated from
790 employment and placed in an employment pool for possible re employment for a period of up to
791 twenty-four (24) months from the effective date of the RIF. Employment pool personnel will be
792 given the opportunity to fill open positions within the categories or specialties identified in
793 Subsection B(1)(c) for which they are qualified under Subsection A4. If more than one such
794 employee is qualified for an open position, the criteria set forth in Subsection B(1)(e) shall be
795 applied to determine who shall be offered such position.
- 796 2. When a vacancy occurs for which person(s) in the employment pool qualify, notification from the
797 District to such individual will be via email, text, and voice mail. Such individual will have two (2)
798 calendar days from the receipt of the offer to accept a position. If an individual fails to accept a
799 position of FTE equivalent to that from which they were laid off, such individual will be dropped
800 from the employment pool.
- 801 3. The District will utilize employment pool personnel as substitutes on a first priority basis.
- 802 D. Involuntary Transfer Following Lay-Off
- 803 1. In completing staff assignments for the school year in which a RIF occurred, the District will
804 attempt to maintain each employee who is retained in the employee's current school or field or
805 level or position; provided, however, that all employees retained are subject to involuntary
806 transfer within their certification and endorsements.
- 807 2. All authorized positions not held by an incumbent, after application of the criteria, shall be
808 deemed vacant and shall be posted for a period of five (5) days for filling from the retained
809 employees.
- 810 3. At the expiration of the posting period, all applicants among the retained employees shall be
811 considered for the positions for which they applied within the staffing category.
- 812 4. If no such applicants exist for vacant positions, staff will be subject to involuntary transfer within
813 their certification and endorsements, based on seniority
- 814 E. Employee Benefits
- 815 1. All benefits to which an employee was entitled at the time of their RIF, including unused
816 accumulated sick leave, shall be restored to the employee upon their return to active
817 employment; and the employee shall be placed on the proper step of the salary schedule to the
818 employees's experience and education.
- 819 F. Any employee who is on layoff or unpaid status may continue health insurance coverage pursuant to
820 the federal COBRA program consistent with the requirements of the SEBB.

ARTICLE 15: STUDENT TEACHER

- 821 If the District should approve a Student Teacher/Internship program, the following shall apply:
- 822 A. Every continuing contract employee with a minimum of 5 years of full-time experience shall have the
823 option to accept or reject a student teacher as recommended by the building principal.
- 824 B. Every employee who accepts a student teacher shall be given at least twenty (20) days' notice. In
825 emergency situations, the District will notify the employee as soon as possible.
- 826 C. Every employee who accepts a student teacher shall receive the total compensation provided by the
827 contracted university for the employee. The District shall notify employees of the amount of
828 remuneration if any, before assigning student teachers.
- 829 D. The supervising employee may recommend dismissal of a student teacher to the building principal
830 and the college/university supervisor. Accompanying the recommendation for dismissal, the
831 supervising employee shall provide a written explanation to the building principal, the college
832 supervisor, and the student teacher involved.

ARTICLE 16: LEAVES

833 A. Illness, Injury and Sick Leave

834 Each employee covered by this Agreement shall be entitled to accumulate twelve (12) days of
835 compensated annual leave per year to a maximum of 180 days for purposes of illness, injury and
836 emergency leave as follows:

837 1. Sick Leave

838 a. The District shall grant (12) twelve annual sick leave days to employees in the event of illness,
839 pregnancy, childbirth, and physical disability within the immediate family of the employee.
840 For purposes of this provision, immediate family shall mean the employee's spouse, mother,
841 father, sibling, child, grandparent, grandchild, or those same relatives by marriage or a person
842 living in the same household as the employee.

843 b. The District shall have the right to require from the employee a physician's certificate of illness
844 or injury or of the need to care for a family member after five (5) consecutive days of absence.

845 c. Compensation for leave for illness or injury or need to care for a family member shall be the
846 same as the compensation the employee would have received had such employee not taken
847 the leave. Unused leave shall accumulate from year to year.

848 2. Employee On-Task Incentive Pool

849 Sick Leave Buyback: Each January, any eligible employee who, at the end of the immediately
850 previous calendar year, shall have accumulated in excess of sixty (60) days of unused sick leave
851 may elect to receive remuneration for unused sick leave earned the previous year at the rate of
852 twenty-five percent (25%) of the employee's current full-time daily rate of compensation for each
853 full day of eligible sick leave (up to a maximum of three days in any one calendar year). Any such
854 election shall be made by written notice to the District office during the month of January on forms
855 provided by the District. All sick leaves days converted pursuant to this section shall be deducted
856 from the employee's accumulated sick leave balance. Any such annual conversion of accumulated
857 sick leave shall be subject to the terms and limitations of Washington Administration Code.

858 Any employee who shall retire or who shall die while employed by the District may elect
859 (personally or by their personal representative, as appropriate) to convert accumulated unused
860 sick leave days to monetary compensation at the rate of twenty-five percent (25%) of the
861 employee's full-time daily rate of compensation at the time of termination from employment for
862 each full day of eligible sick leave, up to a maximum of one hundred eighty (180) days. An
863 employee separating from the employment for purposes of retirement must be eligible to
864 immediately commence receiving retirement benefits from a state retirement system to be
865 eligible for conversion of sick leave for compensation. Any such conversion of sick leave upon
866 retirement or death shall be subject to the terms and limitations of Washington Administrative
867 Code.

868 For purposes of this section, "eligible employee" means

869 a. Employees who separate from employment due to retirement or death;

870 b. Employees who separate from employment and who are at least age fifty-five and have at
871 least ten years of service under the teachers' retirement system plan 3 as defined in RCW
872 41.32.010, or

873 c. Employees who separate from employment and who are at least age fifty-five and have at
874 least fifteen years of service under the teachers' retirement system plan 2 as defined in RCW
875 41.32.010.

876 3. VEBA

877 a. The District has adopted the VEBA III Sick Leave Conversion Medical Reimbursement Plan
878 (Plan) pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf
879 of all employees in the collective bargaining unit who are eligible to participate in the Plan by
880 reason of having excess sick leave conversion rights. Contributions on behalf of each eligible
881 employee shall be based on the conversion value of sick leave days accrued by such employee
882 available for contribution on an annual basis and at retirement in accordance with the statute.
883 It is understood that all eligible employees will be required to sign and submit to the District
884 a hold harmless agreement complying with the statute. If an eligible employee fails to sign
885 and submit such agreement to the District, they will not be permitted to participate in the
886 Plan at any time during the term of this Agreement, and any and all excess sick leave which in
887 the absence of this Agreement would accrue to such employee during the term thereof shall
888 be forfeited together with all cash conversion rights that pertain to such excess sick leave.

889 i. Annual Sick Leave Conversion: Eligibility for participating on an annual basis is limited to
890 employees who have accumulated one hundred eighty 180 days (or more if eligible) of
891 unused sick leave. To be eligible during the term of the Plan, an employee must have
892 earned at least one hundred eighty 180 days of unused sick leave as of the effective date
893 of this Agreement or decision adopting this Plan.

894 ii. Retirement Sick Leave Conversion: For purposes of retirement contributions to the Plan,
895 all employees covered by this Agreement who retire during the term hereof shall be
896 eligible, and excess sick leave shall be defined as the sick leave days accruing to the credit
897 of such employee during the term of this Agreement.

898 b. This VEBA III provision shall be reopened annually.

899 4. Sick Leave Sharing shall be provided as per Chapter 392-136A WAC.

900 B. Personal Leave

901 1. Each employee shall have three (3) days of personal leave per year.

902 a. No reason must be given to the employee's supervisor, but leave must be approved in
903 advance by the employee's supervisor pursuant to subsection 2, below. Personal leave shall
904 be taken at reasonable times.

905 b. Personal leave may be accrued up to a maximum of five (5) days per year. Employees will
906 have the option of taking personal leave during the year or of being compensated for up to
907 three (3) days at the end of the year at the substitute pay rate. Such compensation will be
908 paid in July of each year.

909 c. The employee is responsible for requesting payment prior to July 10th for the unused days.
910 In the event that a request is not received, the leave will automatically roll over until 5 days
911 are accumulated. Employees who accrue over five (5) personal days will automatically be
912 compensated at the end of the year at the substitute pay rate.

913

- 914 d. No more than 10% of building employees may use leave under this section on any one day
915 unless approved by the Superintendent or designee.
- 916 2. Employees shall whenever possible give written notice to the building principal of intention to
917 exercise personal leave within seven (7) days of the anticipated leave. Personal Leave may be
918 denied if a shortage of certified and qualified substitutes exists. Employees shall ensure that
919 lesson plans are current and that the employee's classroom assignment can be discharged by a
920 substitute employee without undue disruption.
- 921 C. Temporary Disability, Maternity and Parent Leave
- 922 1. Employees who are physically unable to perform the functions of their position for medical
923 reasons may request a temporary disability or maternity leave. Temporary disability or maternity
924 leave, without compensation, shall be granted for illness, injury, surgery, or because of pregnancy,
925 childbirth or adoption of a child.
- 926 2. Employees shall notify their immediate supervisor of their request for such leave. If possible, such
927 notification shall be made sixty (60) calendar days prior to the proposed starting and ending date
928 of the leave. The actual starting date of the leave will be determined as necessary to protect the
929 quality of the instructional program, the desire of the employee and the employee's medical
930 provider, by providing the District with a medical provider's certificate giving dates (or
931 approximate dates) upon which the absence will begin and end. Changes in the requested ending
932 date shall be submitted to the Superintendent for approval two weeks prior to reinstatement to
933 full employment from a leave status. All employees returning to work from an extended leave
934 shall include a current release to return to regular work duties from the employee's attending
935 physician.
- 936 3. While the employee is still working, the District may request the employee to provide a certificate
937 from the medical provider indicating that the employee is physically capable of performing the
938 normal tasks of the job, without jeopardizing the employee's health or the safety of others. The
939 District reserves the right to require a medical provider's certificate as proof of disability for any
940 absence.
- 941 4. An employee must notify the District at the time of application of the beginning date of the leave
942 and whether the leave shall extend for the duration of the semester or for the contract year.
943 Alternative arrangements for return of the leave may be made at any time with the agreement of
944 the Board.
- 945 5. An employee who has been granted such leave shall be allowed to return to the same position or
946 a similar position.
- 947 6. An employee may apply for and be granted leave herein in case of pregnancy or childbirth, or
948 adoption of a child, without first exhausting sick leave days. An employee may also apply accrued
949 sick leave to leave for pregnancy, childbirth or adoption of a child.
- 950 D. Military Leave
- 951 1. Twenty-one (21) days per year, October 1 to September 30 for reservists ordered to active training
952 duty, providing that any such reservists shall present evidence to the District that all reasonable
953 efforts to arrange for such active training duty during the summer months or other school vacation
954 periods have been made. Any pay accrued during this time shall be in addition to the regular
955 teaching salary.

- 956 E. Judicial Leave
- 957 1. In the event an employee is summoned to serve as a juror or to appear as a witness in court
958 (except as a witness adverse to the District) or on their own behalf, or is named as a co-defendant
959 with the District, such employee shall receive a normal day's pay for each day of required presence
960 in court.
- 961 2. An employee on Judicial Leave shall prepare and deliver to their immediate supervisor detailed
962 lesson plans for the period of the leave.
- 963 F. Bereavement/Critical Illness or Injury Leave
- 964 1. Maximum of five (5) days leave with pay per occurrence for absence caused by death of the
965 employee's spouse, mother, father, sibling, child, grandparent, grandchild, or those same relatives
966 by marriage or a person living in the same household as the employee, and five (5) days leave with
967 pay per year for absence caused by critical illness or critical injury in the immediate family or
968 involving individuals who are permanent members of the household. One of such days may be
969 used for death of a friend. "Critical illness or injury" shall be defined as synonymous with the
970 designation made by the hospital of residence. Not more than five (5) additional days leave per
971 year may be granted with pay deduction corresponding to substitute's pay.
- 972 G. Association Leave
- 973 1. The Association President and/or their designee(s) shall be granted up to thirty (30) days leave per
974 year, which may be taken as whole or half days, in order to attend to Association business. If more
975 than three consecutive days are used, it will be at the discretion of the Superintendent or School
976 Board. The Association will reimburse the District in the amount of substitute salaries used by the
977 District when Association Leave is used. The days used are at the discretion of the Association.
- 978 H. Professional Leave
- 979 1. Faculty members who obtain permission from the building principal shall be granted up to two (2)
980 days leave with pay to attend meetings, conferences, or workshops concerned with their assigned
981 duties, including their subject matter areas; or extracurricular coaching; or for Professional
982 Certification; or for National Board Certification.
- 983 I. Leaves of Absence
- 984 1. Employees who have continuing contracts, who in the year of application, are employed full time
985 (1.0 FTE) shall be entitled to a one (1) year leave of absence for purposes of child care, public
986 service, recuperation from serious illness or injury. Leave to engage in professionally related work
987 experience or in pursuit of an advanced education program shall be with the approval of the Board
988 of Directors. All are subject to the following provisions:
- 989 a. Leave shall be without pay except that the employee shall retain all seniority, salary placement
990 and benefits earned at the time the leave is granted.
- 991 b. No more than four percent (4%) percent of certificated employees of the District shall be on
992 leave in any one school year to be computed according to the total number of employees
993 working under this Agreement as of September 1 in any given year.
- 994 c. Employees may not contract with another school district while on a District leave of absence.
- 995

- 996 d. Written request for leave of absence must be submitted by April 1 of the year preceding the
997 leave except in cases of illness or injury or in years in which Reduction-in-Force is anticipated,
998 in which case the District shall notify the Association of such fact by May 1. When the number
999 of applications does not total four percent (4%) of the total number of certificated staff,
1000 applications will be accepted until May 1 or until the maximum number of available leaves
1001 pursuant to Section A of the policy is reached, whichever comes first. When the number of
1002 leave applications to include requests for extensions of leave exceeds four percent (4%) of the
1003 total number of certificated staff, leave shall be granted first to those employees who have
1004 received a commitment from the Board of Directors for an extension of leave at the time the
1005 first year of such leave was granted, and second on the basis of seniority as determined by an
1006 employee's vertical placement on the salary schedule; provided that a suitable replacement
1007 can be obtained for the employee requesting such leave.
- 1008 e. Employees accepting such leave shall be expected to return to the District shall give notice of
1009 their intent to do so by April 1 of the year in which the leave is taken and shall be entitled to
1010 the same or similar position as the employee occupied prior to taking leave. "Same or similar"
1011 is defined here and elsewhere in this Agreement as classroom teacher, special education
1012 teacher, vocational teacher, counselor or librarian.
- 1013 f. An extension of the year may, at the Board's discretion, be granted provided all other
1014 guidelines have been followed.
- 1015 2. The Board, at its discretion may grant leaves of absence in addition to and at terms differing from
1016 those set forth in Item 1, e.g. foreign teaching. Granting of such leave shall not be construed as
1017 establishing any precedent upon which an employee or the Association may rely in seeking
1018 additional leaves.
- 1019 J. Sabbatical Leave
- 1020 1. Employees who have served in the District for at least seven (7) continuous years shall be entitled
1021 to make application for a one (1) year Sabbatical leave for purposes of advanced professional study
1022 approved by the Board subject to the following provisions:
- 1023 a. Application for leave must include as a minimum (a) a detailed statement of the intended
1024 course of study, (b) identification of the educational institution in which the study shall take
1025 place and confirmation of acceptance by the institution, (c) a statement of the benefit to incur
1026 to the District as a result of such study, and (d) such additional information as requested from
1027 the Sabbatical Review Committee. Application must be made to the Superintendent by
1028 February 1 of the calendar year in which the leave would begin.
- 1029 b. Applications shall be reviewed by a Sabbatical Review Committee to be comprised of a Board
1030 member, a staff member named by the Association, the applicant(s) immediate supervisor(s)
1031 in ex officio capacity, and the Superintendent who shall serve as chair. The Superintendent,
1032 upon completion of a full review of the application(s) shall present the Committee's
1033 recommendations to the Board of Directors.
- 1034 2. The Board of Directors shall review the recommendation of the Committee prior to March 1 and
1035 determine which one (1) if any, of the applications shall be approved. An approved Sabbatical
1036 leave shall be subject to the following conditions:

- 1037 a. A supplementary salary stipend in an amount equal to one-half the average certificated salary
 1038 (identified on Schedule A hereto as the same may hereafter be amended) shall be made
 1039 available to the successful applicant.
- 1040 b. Employees on leave shall accrue one (1) year of experience for purposes of placement on the
 1041 District salary schedule and attendant rights of seniority. An employee shall further be
 1042 entitled to continue insurance coverage as regulated by the SEBB
- 1043 c. Employees who accept the District stipend shall be obligated to return to the District in the
 1044 same or similar position which they occupied prior to the leave as a condition of receipt of the
 1045 stipend for not less than two (2) years following the Sabbatical. An employee who is unable
 1046 to comply with this provision shall return the stipend to the District upon demand.
- 1047 K. Family and Medical Leave Act of 1993 (FMLA)
- 1048 1. The District shall post the Family Medical Leave Act at each employee work site. Caveat:
 1049 Employees should be aware that certain use of family and medical leave could result in the
 1050 employee exhausting all accrued sick leave.
- 1051 L. Washington State Paid Family and Medical Leave (PFML)
- 1052 1. Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington
 1053 State Family and Medical Leave and Insurance Act, as administered by the state department of
 1054 Employment Security. To be eligible for this leave, employees must have worked a minimum
 1055 number of hours determined by the State within the past calendar year. Employees may elect to
 1056 use either accrued leave or PFML. Employees may choose to apply for PFML while the employee
 1057 is on unpaid leave or following the exhaustion of unpaid leave.
- 1058 M. Assault Leave
- 1059 1. Any incident which could constitute assault upon an employee by another adult while acting
 1060 within the scope of their employment shall be reported promptly to the employee's immediate
 1061 supervisor. If, following that report and based on a complaint made by the employee to a law
 1062 enforcement agency; a criminal conviction for assault or similar judgment by reason of acts against
 1063 that employee result, then the District will support the employee as outlined in Item 3 below.
- 1064 2. Any incident which could constitute assault upon employee by a student will be investigated by
 1065 school administrators. If determined that the student's behavior against the employee constitutes
 1066 assault, the District will support the employee as outlined in Item 3. below as well (this does not
 1067 prevent the employee from reporting the incident to a law enforcement agency).
- 1068 3. Whenever an employee is absent from employment and unable to perform their duties as a result
 1069 of personal injuries sustained due to an assault and battery as defined in Item 1 above, the
 1070 employee will be paid full salary for the period of absence, up to one year from date of injury, less
 1071 the amount of any Worker's Compensation award or benefit. No part of such absence will be
 1072 charged to annual or accumulated sick leave.
- 1073 N. Leave Without Pay
1. Staff who take Leave Without Pay must have prior approval from the Superintendent or designee.

ARTICLE 17: GENERAL PROVISIONS RELATING TO ADMINISTRATION OF THE SALARY SCHEDULE

1074 A. Method of Payment

- 1075 1. Employees shall be paid in twelve (12) monthly installments. Each salary warrant shall contain
1076 one twelfth (1/12) of the contracted salary except as provided in Section B - Placement on Salary
1077 Schedule. Salary warrants shall be issued by direct deposit on the last business day of each month.
- 1078 2. In the event of overpayment of salary, correction shall be pro-rated among the remaining payroll
1079 warrants of the year if such pro-ration is acceptable to the ESD fiscal office, the State Auditor, or
1080 any other governing body having authority to impose its ruling upon the District. The correction
1081 for underpayment shall be made as soon as possible following notification of the error to the
1082 District.

1083 B. Placement on Salary Schedule

- 1084 1. Employees covered by this Agreement will be provided salary increments consistent with the
1085 District salary schedule for earning approved professional credits beyond the B.A. or M.A. degree
1086 training as follows:
- 1087 a. Credits which are earned from an accredited community college, college, or university and
1088 are transferable or applicable to a bachelor's or more advanced degree program.
- 1089 b. Professional Educator Standards Board approved continuing education, enrichment, clock-
1090 hour credits, or Professional Growth Plan credits.
- 1091 2. It shall be the responsibility of the employee to submit college or university transcripts
1092 documenting the accumulation of credits.
- 1093 3. Salaries are determined by placing each employee on the salary schedule, attached hereto as
1094 Schedule A.
- 1095 4. Any employee contracted for days or partial days in excess of the regularly contracted days shall
1096 receive additional compensation based on full per diem of the regular contract.
- 1097 5. Part-time employees will be paid pro-rata according to the regular salary schedule.
- 1098 6. Substitutes who have completed a long-term assignment of twenty-one (21) consecutive days
1099 shall be paid in accordance with the District salary schedule (Schedule A) retroactive to the first
1100 day of the assignment.
- 1101 7. Payment for teachers who agree to teach additional classes beyond the normal class load will be
1102 made at the rate of an additional 20% of the employee's regular contracted salary. Payment for
1103 teachers who agree to teach fewer classes than the normal class load will be made at the rate of
1104 a decrease of 20% per class of the employee's regular contracted salary. Planning time will be
1105 similarly prorated.

1106 C. Computation of Experience and Education Credits

- 1107 1. Credits earned for professional preparation and advancement on Schedule A. hereto must be
1108 completed and official transcripts verifying credits earned must be registered with the Personnel
1109 Office by September 25 in order to be applicable for the current school year. Payment for credits
1110 earned but for which verification is received after September 25 will be made retroactive only if

1111 written notice of the pending arrival of such verification has been received by the Personnel Office
1112 by September 25.

1113 2. Credits acceptable for advancement on Schedule A hereto will be as provided in Article 18 herein.

1114 3. Experience credit on the salary schedule shall be given for each full year of teaching experience in
1115 the public school system. Experience credit for part-time teaching experience shall be given in the
1116 same proportion as the part-time contract bears to a full-time contract.

1117 4. Teaching experience in accredited private schools that substantially parallels public school
1118 experience will be accepted for advancement on the salary schedule.

1119 5. All employees will provide current transcripts of credits earned for purposes of determining
1120 correct placement on the statewide funding formula.

1121 6. For the purpose of determining placement on the salary schedule, employees serving in the role
1122 of occupational therapists (OT), physical therapists (PT), speech-language pathologists (SLP),
1123 audiologists, nurses, social workers, counselors, and psychologists regulated under Title 18 RCW
1124 shall include experience both in schools and other non-school positions as OTs, PTs, SLPs,
1125 audiologists, nurses, social workers, counselors, or psychologists. The calculation shall be that one
1126 year of service in a non-school position shall count as one year of service for purposes of
1127 placement on the salary schedule. Non-school years of service included in calculations under the
1128 subsection shall not be applied to service credit totals for purposes of any retirement benefits.
1129 New salary schedule placement under this formula shall not apply retroactively to employment
1130 prior to the 2022-2023 school year.

1131 D. Additional Compensation

1132 1. There shall be one (1) enrichment day. The scheduling of this day shall be agreed upon by the
1133 Parties during annual school calendar negotiations and noted on the school calendar. An
1134 opportunity to complete the annual Safe Schools training will be scheduled during the enrichment
1135 day.

1136 2. Employees are responsible for being prepared for the start of school. The previously scheduled
1137 employee preparation day is no longer scheduled, but a matter of personal professional
1138 responsibility, and compensation for that previous enrichment day was added to the 2021-2022
1139 and subsequent salary schedules under base contract compensation at the rate of 0.56%. No
1140 Enrichment or Professional Learning days will be scheduled for the day before the first day of
1141 school. The enrichment day shall be scheduled prior to the beginning of school.

1142 3. As noted in Article 12, Section Q, employees are also responsible for first semester grading and
1143 second semester preparation as a matter of personal professional responsibility. The previously
1144 scheduled semester break day is no longer scheduled and compensation for that previous
1145 enrichment day is added to the 2021-2022 and subsequent salary schedules under base contract
1146 compensation.

1147 4. Each building will schedule activities for parent engagement that are part of each employee's
1148 personal professional responsibility. Examples include open house, curriculum night, math night
1149 and other similar activities. Such activities will not be scheduled for more than three and one half
1150 (3.5) hours within the course of a school year.

- 1151 5. In addition to the District enrichment days, all state funded PLD's will be added to the total work
1152 year calendar, and employee base contract.
- 1153 6. Compensation for these additional days is determined by the employee's placement on Additional
1154 Compensation salary schedule.
- 1155

ARTICLE 18: BENEFITS

1156 A. Employee Liability Insurance

1157 1. Employees are protected against claims for bodily injury or property damage arising out of an
1158 employee's acts or omissions while performing or in good faith acting within the scope of their
1159 employment. Actions "within the scope of employment" include the operation of an employee's
1160 own vehicle when it is being operated with the consent of the District and while performing duties
1161 directed by the District.

1162 2. Employees are entitled to recover damages which they incur to their person or property arising
1163 out of an unlawful act of another person when the damages occur while they are acting within the
1164 scope of their employment. The act of maintaining order or of imposing discipline is an act within
1165 the scope of employment when it is being done at the direction of the District and within
1166 limitations imposed by the District.

1167 B. Employee Personal Property Insurance

1168 1. Employees who have the consent of the District to make use of individual personal property as a
1169 direct part of the instructional program shall be protected against loss of such property on account
1170 of fire, theft or vandalism to a maximum amount of \$1000.00. Employees shall register such
1171 property with the building principal to include its fair market value and have the principal's
1172 initialed consent to use such property prior to its use. Personal property of a value of less than
1173 \$25.00, which is lost on account of fire, theft or vandalism, shall be at the risk of the employee.

1174 C. Health Insurance

1175 1. The District shall contribute to the state School Employees Benefits Board (SEBB) the state-
1176 required employer contribution per eligible employee per month.

1177 2. Any employee who is on layoff or unpaid status may continue health insurance coverage pursuant
1178 to the federal COBRA program consistent with the requirements of the SEBB.

1179 Annuities

1180 3. The District will facilitate payment to any annuity program supervised and approved by the
1181 District and permitted by law in lieu of salary. This sentence shall not be construed to limit
1182 participation in any other annuity program.

1183 D. Immunization

1184 1. In order to safeguard the school community from certain vaccine-preventable diseases, the
1185 District may make arrangements for certificated employees to be immunized at no cost to
1186 employees at times and places convenient to employees. No additional immunization beyond
1187 that arranged by the District will be required of certificated employees by the District. In the event
1188 of an outbreak of a disease that could be transmitted in the school setting, and if the local health
1189 authority excludes some or all certificated staff from attendance, they shall be entitled to sick
1190 leave benefits herein.

ARTICLE 19: GRIEVANCE PROCEDURE

1191 A. Definitions

1192 1. A grievance is an alleged misinterpretation of, misapplication of, or violation of, the terms and/or
1193 provisions of this Agreement.

1194 2. A grievant shall mean an individual, a group of individuals and/or the Association.

1195 Nothing contained herein shall be construed as limiting the right of any employee having a
1196 complaint to discuss the matter informally with any appropriate member of the administration,
1197 including the Superintendent in situations where the employee is dissatisfied with the response
1198 of the building principal and does not wish to press the matter by resorting to a formal grievance.

1199 B. Procedure for Processing Grievances:

1200 1. Immediate Supervisor

1201 a. The grievant and the Association representative, or the Association may orally present a
1202 grievance to the immediate supervisor. If the grievance is not settled orally, the grievance
1203 shall be presented in writing to the immediate supervisor within twenty (20) working days
1204 after the occurrence of the grievance or within twenty (20) working days from the time the
1205 grievances or the Association should have reasonably become aware of the occurrence of the
1206 events giving rise to the grievance, whichever is later.

1207 b. The "Statement of Grievance" shall name the grievant(s) involved, the facts giving rise to the
1208 grievance, provision or provisions of the Agreement alleged to be violated and the remedy
1209 (specific relief) requested.

1210 c. The immediate supervisor, upon receipt of the written grievance, shall sign and date the
1211 grievance form and shall give a copy of the grievance form to the grievant(s), Association
1212 representative and the Superintendent. The immediate supervisor shall answer the grievance
1213 in writing within five (5) working days of receiving the grievance and the answer shall include
1214 the reasons upon which the decision was based and all supportive evidence to the grievant(s)
1215 Association representative and the Superintendent.

1216 2. Superintendent

1217 a. If no satisfactory settlement is reached in Step 1, Immediate Supervisor, the grievance may
1218 be appealed to Step 2, Superintendent, or their designated representative within ten (10)
1219 working days of receipt of the decision rendered in Step 1.

1220 b. The Superintendent or their designated representative shall arrange for a grievance meeting
1221 with the grievant(s) and/or Association representative and such meeting shall be scheduled
1222 within ten (10) working days of the receipt of the Step 2, Superintendent, appeal.

1223 c. The Superintendent or their designated representative shall provide a written decision,
1224 incorporating the reasons upon which the decision was based to the grievant(s), and/or
1225 Association representative within five (5) working days from the conclusion of the meeting.

1226 3. Board of Directors

1227 a. If the grievance is not resolved at Step 2, Superintendent, the grievant(s) may, within ten (10)
1228 days of receipt of the Superintendent's or his designee's answer, appeal the decision to the

1229 Board of Directors. A copy of the appeal shall be sent to the Superintendent or his designee
1230 at the same time and shall be accompanied by a copy of the decision rendered at Step 2.

1231 b. The Board shall schedule a hearing on the grievance at the next regular meeting of the Board
1232 or at a special meeting convened within thirty (30) days for the purpose of holding a hearing
1233 on the grievance. Within ten (10) days after the hearing, the Board shall communicate its
1234 decision in writing to the grievant and shall state the reasons for its decision if requested by
1235 the grievant.

1236 4. Arbitration

1237 a. If no satisfactory settlement is reached at Step 3, Board of Directors, the Association, within
1238 fifteen (15) working days of the receipt of the Step 3 decision may appeal the final decision
1239 of the District. On receipt of the Association's decision to appeal to arbitration, the District
1240 and Association shall mutually agree on an arbitrator. If there is no agreement, the
1241 Association may file with the Federal Mediation and Conciliation Service (FMCS) or American
1242 Arbitration Association (AAA). It shall be the function of the arbitrator and they shall be
1243 empowered, except as their powers are limited herein to make decisions in cases of alleged
1244 misinterpretation of, misapplication of, or violation of the terms and/or provisions of this
1245 Agreement.

1246 b. The arbitrator's decision will be in writing and will set forth their findings of fact, reasoning
1247 and conclusions on the issues submitted to them. The decision of the arbitrator shall be final
1248 and binding upon the District, the Association and the grievant(s).

1249 c. Jurisdiction of Arbitrator

1250 i. The arbitrator shall have no power to add to, subtract from, disregard or modify the
1251 terms and provisions of this Agreement.

1252 ii. The arbitrator shall have no power or authority to make any decision, which requires the
1253 commission of an act prohibited by law.

1254 iii. The arbitrator shall have no power or authority to rule on any of the following:

1255 a) The termination of services or failure to reemploy any employee to a position on the
1256 supplemental salary schedule.

1257 b) The termination of services or failure to reemploy any provisional employee.

1258 c) Any matter involving employee evaluation provided the evaluation procedure may
1259 be reviewed for procedural error.

1260 d) Any matter involving employee probation, discharge or non- renewal.

1261 e) Any matter involving Reduction in Force provided that the procedural application of
1262 Reduction in Force (Article 15) shall be subject to this article.

1263

- 1264 C. Time Limits
- 1265 1. Time limits provided in this procedure may be extended by mutual agreement when signed by the
- 1266 parties.
- 1267 2. Failure on the part of the District at any step of this procedure to communicate the decision on a
- 1268 grievance within a specific time limit shall permit the Association to lodge an appeal at the next
- 1269 step of this procedure.
- 1270 3. Any grievance not advanced by the grievant from one step to the next within the time limits of
- 1271 that step shall be deemed resolved by the District's answer and the previous step.
- 1272 4. In order to expedite grievance adjudication, any Association grievances, class action grievances,
- 1273 and grievances involving the evaluation procedures will be lodged at Step 2, Superintendent, of
- 1274 this procedure.
- 1275 D. Reprisals
- 1276 1. No reprisal of any kind will be taken by the District against any employee because of their
- 1277 participation in any grievance.
- 1278 E. Costs
- 1279 1. The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses
- 1280 shall be borne by the party incurring them.

ARTICLE 20: TERM, DURATION AND SEPARABILITY

- 1281 A. The contract shall be effective as of September 1, 2023 and shall remain in full force and effect through
1282 August 31, 2025.
- 1283 B. All members of the Bargaining Unit will be paid according to the salary schedules provided in
1284 schedules A, B, and C, of this Agreement. The annual salary shall be increased by the state-
1285 determined annual inflation factor, currently the state denominated implicit price deflator (IPD) for
1286 each year of the contract, plus one-and-one-half percent (1.5%) in the 2023-24 work year and one-
1287 half percent (0.5%) in the 2024-25 work year.
- 1288 C. This Agreement constitutes the negotiated agreement between the parties and supersedes any
1289 previous agreements or understanding, whether oral or written, between them. This Agreement
1290 expressed herein in writing constitutes the full and complete Agreement between the District and the
1291 Association.
- 1292 D. The District agrees to notify the Association of any contemplated changes in policies and/or practices
1293 not covered by this Agreement that affect wages, hours, terms and conditions of employment. This
1294 Agreement shall be reopened to bargain the proposed changes as provided in this section at the
1295 request of either party in writing pursuant to Chapter 41.59 RCW.

2023-2024 SALARY SCHEDULES

SEA Salary Schedule :: 23-24 School Year :: 183 Days

STEP	BA-0	BA-15	BA-30	BA-45	BA-90	MA-0	MA-45	MA-90
0.00	\$ 59,376	\$ 60,979	\$ 62,639	\$ 64,306	\$ 69,648	\$ 71,186	\$ 76,528	\$ 79,974
1.00	\$ 60,173	\$ 61,801	\$ 63,484	\$ 65,221	\$ 70,619	\$ 71,978	\$ 77,376	\$ 80,796
2.00	\$ 60,936	\$ 62,576	\$ 64,278	\$ 66,150	\$ 71,535	\$ 72,773	\$ 78,158	\$ 81,615
3.00	\$ 61,720	\$ 63,380	\$ 65,095	\$ 67,027	\$ 72,403	\$ 73,531	\$ 78,899	\$ 82,442
4.00	\$ 62,490	\$ 64,221	\$ 65,946	\$ 67,947	\$ 73,354	\$ 74,320	\$ 79,726	\$ 83,296
5.00	\$ 65,075	\$ 65,281	\$ 66,769	\$ 68,881	\$ 74,265	\$ 75,124	\$ 80,511	\$ 84,153
6.00	\$ 65,935	\$ 66,207	\$ 67,609	\$ 69,823	\$ 75,181	\$ 75,951	\$ 81,310	\$ 84,964
7.00	\$ 66,813	\$ 67,145	\$ 69,094	\$ 71,429	\$ 76,870	\$ 77,497	\$ 82,942	\$ 86,691
8.00	\$ 67,691	\$ 68,100	\$ 71,333	\$ 73,860	\$ 79,373	\$ 79,927	\$ 85,436	\$ 89,335
9.00	\$ 67,691	\$ 69,063	\$ 73,696	\$ 76,318	\$ 81,961	\$ 82,381	\$ 88,025	\$ 92,054
10.00	\$ 67,691	\$ 69,063	\$ 76,093	\$ 78,904	\$ 84,620	\$ 84,968	\$ 90,685	\$ 94,847
11.00	\$ 67,691	\$ 69,063	\$ 76,093	\$ 81,565	\$ 87,403	\$ 87,626	\$ 93,471	\$ 97,716
12.00	\$ 67,691	\$ 69,063	\$ 76,093	\$ 84,140	\$ 90,263	\$ 90,393	\$ 96,327	\$ 100,706
13.00	\$ 67,691	\$ 69,063	\$ 76,093	\$ 84,140	\$ 93,195	\$ 93,255	\$ 99,257	\$ 103,760
14.00	\$ 67,691	\$ 69,063	\$ 76,093	\$ 84,140	\$ 96,137	\$ 96,200	\$ 102,392	\$ 106,938
15.00	\$ 67,691	\$ 69,063	\$ 76,093	\$ 84,140	\$ 98,637	\$ 98,699	\$ 105,054	\$ 109,716
16.00	\$ 67,691	\$ 69,063	\$ 76,093	\$ 84,140	\$ 100,609	\$ 100,673	\$ 107,157	\$ 111,910
17.00	\$ 67,691	\$ 69,063	\$ 76,093	\$ 84,140	\$ 100,609	\$ 100,673	\$ 107,157	\$ 111,910
18.00	\$ 67,691	\$ 69,063	\$ 76,093	\$ 84,140	\$ 100,609	\$ 100,673	\$ 107,157	\$ 111,910
19.00	\$ 67,691	\$ 69,063	\$ 76,093	\$ 84,140	\$ 100,609	\$ 100,673	\$ 107,157	\$ 111,910
20.00	\$ 70,399	\$ 71,825	\$ 79,138	\$ 87,505	\$ 104,633	\$ 104,700	\$ 111,443	\$ 116,386

SEA Salary Schedule :: 23-24 School Year :: Daily Rate

STEP	BA-0	BA-15	BA-30	BA-45	BA-90	MA-0	MA-45	MA-90
0.00	\$ 324	\$ 333	\$ 342	\$ 351	\$ 381	\$ 389	\$ 418	\$ 437
1.00	\$ 329	\$ 338	\$ 347	\$ 356	\$ 386	\$ 393	\$ 423	\$ 442
2.00	\$ 333	\$ 342	\$ 351	\$ 361	\$ 391	\$ 398	\$ 427	\$ 446
3.00	\$ 337	\$ 346	\$ 356	\$ 366	\$ 396	\$ 402	\$ 431	\$ 451
4.00	\$ 341	\$ 351	\$ 360	\$ 371	\$ 401	\$ 406	\$ 436	\$ 455
5.00	\$ 356	\$ 357	\$ 365	\$ 376	\$ 406	\$ 411	\$ 440	\$ 460
6.00	\$ 360	\$ 362	\$ 369	\$ 382	\$ 411	\$ 415	\$ 444	\$ 464
7.00	\$ 365	\$ 367	\$ 378	\$ 390	\$ 420	\$ 423	\$ 453	\$ 474
8.00	\$ 370	\$ 372	\$ 390	\$ 404	\$ 434	\$ 437	\$ 467	\$ 488
9.00	\$ 370	\$ 377	\$ 403	\$ 417	\$ 448	\$ 450	\$ 481	\$ 503
10.00	\$ 370	\$ 377	\$ 416	\$ 431	\$ 462	\$ 464	\$ 496	\$ 518
11.00	\$ 370	\$ 377	\$ 416	\$ 446	\$ 478	\$ 479	\$ 511	\$ 534
12.00	\$ 370	\$ 377	\$ 416	\$ 460	\$ 493	\$ 494	\$ 526	\$ 550
13.00	\$ 370	\$ 377	\$ 416	\$ 460	\$ 509	\$ 510	\$ 542	\$ 567
14.00	\$ 370	\$ 377	\$ 416	\$ 460	\$ 525	\$ 526	\$ 560	\$ 584
15.00	\$ 370	\$ 377	\$ 416	\$ 460	\$ 539	\$ 539	\$ 574	\$ 600
16.00	\$ 370	\$ 377	\$ 416	\$ 460	\$ 550	\$ 550	\$ 586	\$ 612
17.00	\$ 370	\$ 377	\$ 416	\$ 460	\$ 550	\$ 550	\$ 586	\$ 612
18.00	\$ 370	\$ 377	\$ 416	\$ 460	\$ 550	\$ 550	\$ 586	\$ 612
19.00	\$ 370	\$ 377	\$ 416	\$ 460	\$ 550	\$ 550	\$ 586	\$ 612
20.00	\$ 385	\$ 392	\$ 432	\$ 478	\$ 572	\$ 572	\$ 609	\$ 636

SEA Salary Schedule :: 23-24 School Year :: Total Compensation (184 Days)

STEP	BA-0	BA-15	BA-30	BA-45	BA-90	MA-0	MA-45	MA-90
0.00	\$ 59,700	\$ 61,312	\$ 62,982	\$ 64,657	\$ 70,028	\$ 71,575	\$ 76,946	\$ 80,411
1.00	\$ 60,502	\$ 62,139	\$ 63,831	\$ 65,577	\$ 71,005	\$ 72,371	\$ 77,798	\$ 81,237
2.00	\$ 61,269	\$ 62,918	\$ 64,629	\$ 66,511	\$ 71,926	\$ 73,171	\$ 78,585	\$ 82,061
3.00	\$ 62,057	\$ 63,726	\$ 65,450	\$ 67,393	\$ 72,798	\$ 73,932	\$ 79,330	\$ 82,893
4.00	\$ 62,831	\$ 64,572	\$ 66,306	\$ 68,318	\$ 73,755	\$ 74,726	\$ 80,161	\$ 83,751
5.00	\$ 65,430	\$ 65,638	\$ 67,134	\$ 69,257	\$ 74,671	\$ 75,535	\$ 80,951	\$ 84,612
6.00	\$ 66,295	\$ 66,568	\$ 67,978	\$ 70,205	\$ 75,592	\$ 76,366	\$ 81,754	\$ 85,428
7.00	\$ 67,178	\$ 67,512	\$ 69,472	\$ 71,819	\$ 77,290	\$ 77,920	\$ 83,395	\$ 87,165
8.00	\$ 68,061	\$ 68,472	\$ 71,723	\$ 74,263	\$ 79,807	\$ 80,364	\$ 85,903	\$ 89,823
9.00	\$ 68,061	\$ 69,440	\$ 74,098	\$ 76,735	\$ 82,409	\$ 82,831	\$ 88,506	\$ 92,557
10.00	\$ 68,061	\$ 69,440	\$ 76,509	\$ 79,335	\$ 85,082	\$ 85,432	\$ 91,180	\$ 95,366
11.00	\$ 68,061	\$ 69,440	\$ 76,509	\$ 82,010	\$ 87,881	\$ 88,105	\$ 93,982	\$ 98,250
12.00	\$ 68,061	\$ 69,440	\$ 76,509	\$ 84,600	\$ 90,756	\$ 90,887	\$ 96,854	\$ 101,256
13.00	\$ 68,061	\$ 69,440	\$ 76,509	\$ 84,600	\$ 93,704	\$ 93,764	\$ 99,800	\$ 104,327
14.00	\$ 68,061	\$ 69,440	\$ 76,509	\$ 84,600	\$ 96,662	\$ 96,726	\$ 102,952	\$ 107,522
15.00	\$ 68,061	\$ 69,440	\$ 76,509	\$ 84,600	\$ 99,176	\$ 99,238	\$ 105,628	\$ 110,316
16.00	\$ 68,061	\$ 69,440	\$ 76,509	\$ 84,600	\$ 101,159	\$ 101,223	\$ 107,742	\$ 112,521
17.00	\$ 68,061	\$ 69,440	\$ 76,509	\$ 84,600	\$ 101,159	\$ 101,223	\$ 107,742	\$ 112,521
18.00	\$ 68,061	\$ 69,440	\$ 76,509	\$ 84,600	\$ 101,159	\$ 101,223	\$ 107,742	\$ 112,521
19.00	\$ 68,061	\$ 69,440	\$ 76,509	\$ 84,600	\$ 101,159	\$ 101,223	\$ 107,742	\$ 112,521
20.00	\$ 70,783	\$ 72,218	\$ 79,570	\$ 87,984	\$ 105,205	\$ 105,272	\$ 112,052	\$ 117,022

SCHEDULE B: SUPPLEMENTAL CONTRACTS

Group	Extra Duty	Remuneration (% of Base)
1	Band Director	17.5%
2	FBLA	8.0%
3	Annual Advisor, Journalism Advisor (HS) Chorus	5.5%
4	Class Advisors, High School	2.0%
5	History Day (2)	2.625%
1	Band Director	17.5%
2	FBLA	8.0%

EXHIBIT B

1296 Secondary Department Chairs and Elementary Grade Level Chairs

1297 Employees in the bargaining unit who function as head of a department or grade level in addition to their
 1298 regular duties shall be compensated in addition to their regular salary. The amount paid shall be 2% of the
 1299 salary schedule base plus 0.25% of the base for each FTE represented above 4 FTE.

1300 Grades K through 5 will have grade level chairs in each school, a Special Programs Teacher's Chairperson, and
 1301 a chairperson for a group called "Other Teachers."

1302 Helen Haller & Greywolf elementary grouping of teachers:

1303 **ELEMENTARY**

Assignment	Remuneration
Kindergarten Chair	2% of base + .25% for each FTE above 4
First Grade Chair	2% of base + .25% for each FTE above 4
Second Grade Chair	2% of base + .25% for each FTE above 4
Third Grade Chair	2% of base + .25% for each FTE above 4
Fourth Grade Chair	2% of base + .25% for each FTE above 4
Fifth Grade Chair	2% of base + .25% for each FTE above 4
Kindergarten Chair	2% of base + .25% for each FTE above 4
Special Education Chair	2% of base + .25% for each FTE above 4
Other Teachers Chair	2% of base + .25% for each FTE above 4

1304 The following department chairs will be paid supplemental contracts in the middle school:

1305 **MIDDLE SCHOOL**

Assignment	Remuneration
Counselors/Special Services	2% of base + .25% for each FTE above 4
Language Arts/Librarian	2% of base + .25% for each FTE above 4
Math	2% of base + .25% for each FTE above 4
PE/Health	2% of base + .25% for each FTE above 4
Science	2% of base + .25% for each FTE above 4
Sixth Grade	2% of base + .25% for each FTE above 4
Social Studies	2% of base + .25% for each FTE above 4
Specialists	2% of base + .25% for each FTE above 4

1306

1307 The following department chairs will be paid supplemental contracts in the high school:

1308 **HIGH SCHOOL**

Assignment	Remuneration
CTE	2% of base + .25% for each FTE above 4
Counselor/Librarian	2% of base + .25% for each FTE above 4
English	2% of base + .25% for each FTE above 4
Fine Arts	2% of base + .25% for each FTE above 4
Languages	2% of base + .25% for each FTE above 4
Math	2% of base + .25% for each FTE above 4
Physical Education	2% of base + .25% for each FTE above 4
Science	2% of base + .25% for each FTE above 4

1309 **Grade level Chair responsibilities:**

1310 Coordinate the following:

- 1311 1. Ordering of materials
- 1312 2. Field Trips
- 1313 3. Report card revisions
- 1314 4. Grade level meetings
- 1315 5. Cross grade level meetings
- 1316 6. Allocation of grade level budgets
- 1317 7. The chairperson would also be the liaison for all grade level complaints, problems, and questions.

1318 **Department Chair responsibilities:**

1319 Coordinate the following:

- 1320 1. Regularly scheduled department meetings
- 1321 2. Ordering of materials
- 1322 3. Recommends teaching assignments to Principal
- 1323 4. Curriculum continuity
- 1324 5. Recommends student placement for class scheduling
- 1325 6. In-Service training
- 1326 7. Orientation of new teachers
- 1327 8. Allocation of department budgets

1328 These descriptions are not meant to be definitions; the details for each position will be determined by
1329 collaboration with the building principals.

1330 The chair shall be selected by the department certificated employees or grade level teachers in each school
1331 subject to the approval of the building principal. The chair or their designee in each school, together with the

1332 building administrators, shall constitute the Building Council. The designee is subject to approval of the
1333 building principal.

1334 Each Building Council will have the primary responsibility of seeking the professional recommendations and
1335 concerns of the building staff and representing those in building decision processes.

- 1336 1. District or Building administrators may propose concerns for Council consideration
- 1337 2. Building Council members and certificated members of the building may propose concerns for Council
1338 consideration
- 1339 3. Concerns that might be appropriate for building Councils include but are not limited to:
- 1340 4. Allocation of school budgets
- 1341 5. Report Card policies
- 1342 6. School discipline policy
- 1343 7. Enrichment training
- 1344 8. Long range curriculum planning and coordination
- 1345 9. Interviewing & recommending new school administration and support personnel

1346 Building Council will have the authority to communicate their concerns and recommendations to the building
1347 and District administrators, to the School Board, and to the faculty as appropriate. Recommendations to the
1348 Superintendent or the Board shall be made through the Principal. It is recognized that the final responsibility
1349 for the operation of the Sequim School District remains with the Board and the administration.

APPENDIX A: EXAMPLES OF ADDITIONAL RESPONSIBILITY

- 1350 • Preparation for school opening
- 1351 • Work connected with the conclusion of the school year
- 1352 • Conferencing/communicating with students and/or parents
- 1353 • Supporting school programs and student activities
- 1354 • Providing individual help to students
- 1355 • Preparation and revision of materials
- 1356 • Ongoing evaluation of student work with focused feedback
- 1357 • Planning and extended collaboration with colleagues in areas of differentiated instruction and
1358 curriculum/assessment development
- 1359 • Participating in professional development including workshops, classes and learning communities
- 1360 • Researching educational materials and supplies
- 1361 • Improving and maintaining professional skills specific to the education assignment and/or teaching
1362 discipline
- 1363 • Working with computers and technology as related to educational issues
- 1364 • Attending District and/or school-connected meetings, staff meetings and IEP meetings.

APPENDIX B: STAFF APPEAL PROCEDURE

1365

Sequim School District #323
Human Resources Department
503 N. Sequim Avenue · Sequim · Washington
360.582.3260 FAX: 360.683.6303



STATEMENT OF APPEAL

Staff Last Name	Staff First Name	Middle Initial	Date of Presentation
School		School Phone	
Immediate Supervisor		Date Occurred	

STATEMENT OF FACTS

SPECIFIC CONCERNS TO BE REMEDIED

REMEDY (SPECIFIC RELIEF) REQUESTED

Signature of Appellant _____ Date _____

Signature of Immediate Supervisor _____ Date _____

Distribution Immediate Supervisor Union Representative Superintendent Appellant(s)

1367

1368 **Memorandum of Understanding Between**

1369 **The Sequim School District**

1370 **And Sequim Education Association**

1371 **Regarding Establishment of District Guidelines and Building Behavior Support Plans**

1372

1373 Within ten (10) school days of signature, the Sequim School District (District) Superintendent or designee and
1374 the Sequim Education Association (Association) President or designee shall convene a work group of four (4)
1375 educators appointed by the Association and four (4) administrators appointed by the District. The
1376 Association and District invite representatives of the other employee associations and unions representing
1377 District employees to participate in this work group.

1378 The work group is charged with developing guidelines, templates and minimum criteria for building-based
1379 student behavior support plans. Time for meetings of the work group or subcomponents of the work group
1380 that take place outside an educator’s contracted workday or work year shall be compensated at the
1381 employee’s professional flat rate. The work group shall complete its work by August 15, 2023.

1382 The work group’s template student behavior plan shall include at least:

- 1383
- Tier I, Tier 2, and Tier 3 interventions.
 - A referral form, common process for usage, and communication strategy for the outcome of the referral.
- 1384
- 1385

1386 The work group will consider to what extent the following are recommended or required parts of each
1387 school-based student behavior support plan:

- 1388
- The District/school’s philosophical approach to providing a productive learning environment and support to individual students.
 - A resource guide defining a comprehensive list of possible support resources. This list of resources includes, but is not limited to all applicable roles below:
 - School Counselors, Mental Health Therapists, Nurses, Chemical Dependency Supports, Administrators (Principals and APs), Student Support Services, and other community resources
 - A list of who is on the MTSS Intervention Team and their roles.
- 1389
- 1390
- 1391
- 1392
- 1393
- 1394
- 1395

1396 Purpose and use of an intervention room or other intervention spaces (Ex. Buddy rooms, de-
1397 escalation/calming stations).

- 1398
- A description of the MTSS Intervention Team.
 - A process for referring a student to the school’s MTSS Intervention Team.
 - A process for documenting student behavior and submitting an office referral.
 - A process for communicating the outcome of an office referral.
 - A process for requesting administrator assistance to support and/or remove a student from the learning environment.
 - A process for conferring with an administrator regarding a student exclusion.
 - A process for how students are managed when they are sent to the office.
- 1399
- 1400
- 1401
- 1402
- 1403
- 1404
- 1405

- 1406 • A process, which includes staff, for addressing changes to the plan when needed.
- 1407 At the start of the 2023-24 work year, each building shall develop a student behavior support plan that meets
- 1408 at least the minimum criteria established by the District work group. Building plan development will include
- 1409 representatives of the Association, and any other employee associations or unions that have chosen to
- 1410 participate. Each building will have a student behavior support plan in place by the return to school following
- 1411 winter break.

1412 This Agreement shall remain in effect through June 30, 2024.

1413

For the Association:

For the District:

Saralyn Pozernick, President

Regan Nickels, Superintendent

1414

1415

1416 **Memorandum of Understanding Between**

1417 **The Sequim School District**

1418 **And Sequim Education Association**

1419 **Regarding Establishment of Professional Learning Communities**

1420

1421 The parties will pilot DuFour-based PLC work in all of the schools per the elementary restructuring MOU

1422 during the term of this Agreement.

1423

For the Association:

For the District:

Saralyn Pozernick, President

Regan Nickels, Superintendent

1424

1425