

Agreement

Agreement Between Sequim School District and the Sequim Education Association
September 1, 2021 through August 31, 2023
Sequim, Washington

In witness whereof, the parties hereto have executed with Agreement
on this _____ day of _____, 2021.

Diana Piersoll, President
Sequim Education Association

_____, Superintendent
Sequim School District

Isaac Rapelje, 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: JOB SHARING	17
14	ARTICLE 12: WORK SCHEDULES	19
15	ARTICLE 13: EVALUATION	24
16	ARTICLE 14: ASSIGNMENT, TRANSFER & VACANCIES.....	27
17	ARTICLE 15: REDUCTION IN FORCE.....	28
18	ARTICLE 16: STUDENT TEACHER	32
19	ARTICLE 17: LEAVES	33
20	ARTICLE 18: GENERAL PROVISIONS RELATING TO ADMINISTRATION OF THE SALARY SCHEDULE	40
21	ARTICLE 19: BENEFITS.....	42
22	ARTICLE 20: GRIEVANCE PROCEDURE	43
23	ARTICLE 21: TERM, DURATION AND SEPARABILITY	46
24	2021-2022 SALARY SCHEDULES	47
25	SCHEDULE B: SUPPLEMENTAL CONTRACTS.....	50
26	APPENDIX A: EXAMPLES OF ADDITIONAL RESPONSIBILITY	54
27	APPENDIX B: STAFF APPEAL PROCEDURE	55

PREAMBLE

28 This Agreement made and entered into this 1st day of September, 2020 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 19, Salary schedule placement.

ARTICLE 2: ADMINISTRATION OF AGREEMENT

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

ARTICLE 3: PAYROLL DEDUCTION

- 76 A. It shall be the right of educators who are members of SEA to have membership dues to SEA and to
77 state and national organizations with which they are affiliated automatically deducted from the payroll
78 once each month and forwarded to the single recipient designated by the Association for so long as
79 SEA is the legally constituted bargaining agent for the certificated employees.
- 80 B. Any certificated employee who is a member of the Association, or who has applied for membership,
81 shall sign and deliver a payroll deduction authorization form to the Association. Such membership
82 authorization shall continue in effect from year to year unless revoked in writing by the concerned
83 member and sent to the Association and the District office. Such revocation may occur at any time at
84 the concerned member's discretion. Such revocation shall become effective the following month.
- 85 C. The Association shall submit a copy of all signed authorization forms to the District office by the first
86 day of the month in which it is to be effective.
- 87 D. The Association shall provide the District office information as to the amount of annual dues and
88 assessments by September 1.
- 89 E. Dues deductions for certificated employees employed after the commencement of the school year
90 shall be appropriately prorated and a copy of the signed payroll deduction authorization form
91 submitted to the District within seventy (70) days after employment.
- 92 F. Upon appropriate written authorization from a certificated employee the Board shall deduct from the
93 salary of any certificated employee and make appropriate remittance for annuities, previously
94 approved charitable donations, insurance benefits, or other plans or programs jointly agreed to by the
95 Association and the District, in accordance with RCW 121 28A.67.095 and any other applicable State
96 laws and regulations.
- 97 G. The Association and its members will hold the District harmless against any claims made against and
98 any suit instituted against the District for errors not of its own making on account of payroll deductions.
99 The Association agrees to refund to the District any amount paid to it in error on account of the check-
100 off provision.

ARTICLE 4: RIGHTS OF THE PARTIES

A. Management Rights

1. The rights, powers, authority and functions of management shall remain exclusively vested in the District and its Board of Directors except as specifically and expressly limited by the provisions of this Agreement.
2. All matters not in conflict with or not specifically and expressly covered or treated by the language of this Agreement will be administered by the District as it may from time to time deem appropriate.

B. Association Rights

1. The Association and its representatives shall have access to District buildings for meetings to transact Association business provided that it has been approved by and not unreasonably withheld by the building administrator.
2. The Association shall have access to District technology and office equipment at reasonable times when such equipment is not otherwise in use provided that it has been approved by the building administrator.
3. The Association shall have access to bulletin boards to post notices of activities and matters of Association concern. Excluded from this provision will be material pertaining to District school board elections.
4. The Association shall have access to the District mail and email service providing such use is consistent with District policies and procedures and teacher mailboxes for communication purposes.
5. The Association and its representatives shall have access to District certificated employees provided that it does not disrupt the educational program.
6. Representatives duly authorized by the Association who participate during working hours in negotiations, grievance proceedings, conferences, or meetings, provided such meetings and the number of participants are agreed to by the District, shall suffer no loss in pay.
7. Both the Board and the Association agree to furnish all information necessary for developing feasible, constructive proposals and counter proposals, and to which the other is lawfully entitled. This information shall include, but not be limited to, accurate District financial records, financial projections, preliminary budgets, and information pertinent to the experience and educational levels of all certificated staff. All information shall be delivered within a reasonable time after request.
8. The Association will hold its Rep. Council meetings on the second Wednesday of each month. The building and district administrators will not schedule any conflicting meetings on that afternoon.
9. The District and the Association recognize that negotiations for the school calendar will be conducted on an annual basis and will not be counted as one of the re-openers for either side for the life of this Agreement. A two-year calendar will be developed with an understanding that all parties will need to remain flexible. The Association agrees to participate in negotiations on calendar starting no later than November 1.

C. Employee Rights

1. Employees shall be entitled to full rights of citizenship. The District agrees there shall be no discrimination or discipline on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status (except no employee shall be placed in a position for which supervision is required, either directly or indirectly, by his or her spouse), sexual orientation, or military status, political activity or lack thereof. There shall be no discrimination as to assignment, promotion, position on salary scale, requests for volunteer duty, or conditions of work (e.g. distribution of facilities, equipment and supplies) against any certificated employee or applicant for certificated employment or as between employees with continuing or non-continuing contracts. There shall be no discrimination, based upon membership or non-membership in the employee organization or in an employee's exercise of other rights under RCW 41.59.197
2. Employees of the District who are represented by the Association shall have the right to or not to freely organize, join and support the Association for the purposes of engaging in collective bargaining and other lawful activities.
3. As a fully elected body exercising governmental power under the statutes of Washington, the Board shall not directly or indirectly discourage or deprive any employee of the enjoyment of any rights conferred by the statutes and constitutions of the State of Washington and the United States; or discriminate against any employee with respect to wages, hours or any terms and conditions of employment by reason of membership or non-membership in the Association, participation in any grievance, complaint or proceeding under the Agreement or otherwise with respect to terms and conditions of employment.
4. Employees shall not be disciplined without just cause. An employee shall have the right to representation by the Association when the employee is disciplined. All information used to support disciplinary action by the District against an employee shall be presented in writing to the employee and Association President. The District shall have the burden of proving that just cause existed and that the disciplinary action taken by the District is appropriate to the cause. The imposition of any discipline by the District shall be subject to the Grievance Procedure only through Step III (Board of Directors). The imposition of discharge or adverse effect of contract by the District, the termination of probable cause for such action, notice to the employee and rights to a hearing by the employee shall be as provided in RCW 219 28A.405.
5. In the event that a charge, complaint, or request about a certificated employee, teaching procedure, or instructional material is made and the District determines to investigate it, the following shall apply:
 - a. They shall notify the employee or employees involved, within 20 working days of the nature of the charge, complaint, or request and the name of the filing person. The District reserves the right to extend the 20 day calendar, if the timeline could jeopardize the completion of the investigation. Notice shall be written, and a copy shall be provided to the employee(s) at the time of notification of any investigation. The nature of the charge, complaint, or request shall include a specification of the time frame, location, and description. The employee has the right to request union representation during any investigatory interview. The parties recognize the stressful nature of any investigation, and the District will make every attempt to deliver such notice at a time least disruptive to the educational program. Ideally, the

182 employee should not have to return to a classroom situation, or continue to work with
183 students in any setting, on the day he or she receives such notice.

184 b. Unless other action is mandated by statute, no action will be taken that would affect the
185 educational process until the employee or employees have had a reasonable time to research
186 and respond and the following procedures applied. It will be the employee's obligation to
187 make an appropriate response to the charge, complaint, or request.

188 c. If an employee is using adopted texts, materials or procedures, Board Policy will be followed
189 to process any complaints.

190 d. If a written report was issued as a result of the investigation then the employee shall receive
191 a copy.

192 e. Both the Association and the District recognize that a charge, complaint, or request results in
193 a high level of stress for the employee(s) and agree that a strong support system should be
194 available to the employee(s). Any personal matter shall be handled in a confidential manner.

195 6. Students and others are subject to consequences if they record classroom activities or parent-
196 teacher conferences without prior permission of the employee and principal, unless required by
197 law. Video cameras and recording devices installed for security purposes shall not be utilized to
198 provide evaluation of teacher performance. With employee agreement, material recorded on or
199 transmitted through the District's online instructional platform may be used in the evaluation
200 process. In cases of alleged employee or student theft or misconduct, security video will be
201 reviewed by the administration to assist in determining if the act is substantiated.

202 7. Employees will be notified before any student is admitted into a class if it is known the student
203 has committed physical or verbal assault or if the student has a known, documented history of
204 violent or threatening behavior.

ARTICLE 5: PROFESSIONAL DEVELOPMENT

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

ARTICLE 6: USE OF FACILITIES

- 209 A. All certificated employees will have access to those school facilities necessary to pursue and
210 accomplish applicable educational objectives and such personal uses as are consistent with District
211 policy. Employees shall have the right and responsibility to report any conditions that they deem
212 unsafe or detrimental to a proper learning environment to the building principal and may expect a
213 timely and prudent response.
- 214 B. In order to permit freedom of access both during and after regular school hours, all certificated
215 employees will be given keys to their respective classrooms, lavatories, and outside door of their
216 assigned building. No keys shall be loaned to any other person or used by any other person except
217 under the immediate supervision of the employee nor duplicated by anyone other than the
218 appropriate administrative authority. Unless special arrangements are made, all keys will be returned
219 at the close of the school year to the appropriate building administrator as part of the checkout
220 procedure.
- 221 C. Outside of normal working hours, access to areas other than those accessible with the assigned key
222 can be obtained through arrangement with the school office.
- 223 D. Each building shall have available for each employee space to store instructional materials and
224 supplies; space and equipment to aid in the preparation of instructional materials; a desk, chair,
225 networked computer, phone, and a filing space for each employee.
- 226 E. The District will attempt to provide one classroom for each FTE teacher and specialist.
- 227 F. A faculty room, similarly equipped, will be provided in each school for use of employees. The room
228 shall be large enough to accommodate building staff and shall have adequate heat, lights, ventilation,
229 food preparation facilities, sink, furniture and telephone. Each building administrator shall establish
230 procedures sufficient to accommodate employees' reasonable requirements for typing and
231 duplicating, and access to faculty rooms.
- 232 G. The District will provide parking facilities for all employees.

ARTICLE 7: PERSONNEL FILES

- 233 A. Employees or former employees shall have access to personnel files as per the provision of RCW 42.17,
234 that is; employees have the right to inspect all contents of their personnel files which shall be
235 maintained in the District Administrative Office and working files which may be maintained by the
236 building principal.
- 237 B. Employees shall be notified within ten (10) school days and have the right to respond to all material
238 placed in his/her personnel file. The principal's working file shall not carry over from one principal to
239 another.
- 240 C. Employees shall have the right to petition the Superintendent or the Board for removal of derogatory
241 material.

ARTICLE 8: STUDENT DISCIPLINE

- 242 A. The exercise of student discipline by staff, administration and the Board of Directors shall be in
243 conformance with federal and state law, appropriate provisions of the Washington Administrative
244 Code and District policy.
- 245 B. In recognition of the parties' joint responsibility for the maintenance of control and discipline in the
246 schools, the building administrators shall schedule and hold a faculty meeting prior to October 1 of
247 each year this Agreement is in effect for the express purpose of presenting and discussing with the
248 faculty the guidelines for student behavior, staff responsibilities, and administrative support. The
249 District shall give due consideration to faculty suggestions in developing or amending District policy
250 and administrative guidelines on the matter of student discipline.
- 251 The Board and Superintendent shall support and uphold employees in their efforts to maintain
252 discipline in the District and shall give timely response to all employees' requests regarding discipline
253 problems. Further, the authority of employees to use prudent disciplinary measures for the safety and
254 well-being of students and employees as well as the authority to use standard disciplinary measures
255 for each student with disabilities, except where exceptions are noted in the IEP, is supported by the
256 Board. In the exercise of authority by an employee to control and maintain order and discipline, the
257 employee may use reasonable and professional judgment, including reasonable use of physical
258 restraint to prevent injury to himself/herself or others.
- 259 C. The District's failure to adhere to the provisions of this Article shall not, of itself, serve to excuse an
260 employee's unsatisfactory performance in the handling of student discipline and attendant problems
261 as set out in Article 13 but shall be subject to Article 21 (Grievance Procedure).
- 262 D. Any act of violence or force by a student toward a district employee shall be grounds for discipline in
263 accordance with Board Policy, up to and including immediate suspension or expulsion. If the student
264 is suspended, prior to his/her return to the classroom a conference with the student, parent
265 (whenever possible), administrator, and teacher will be held.

ARTICLE 9: ACADEMIC FREEDOM

- 266 A. Academic freedom includes the right of teachers to study, investigate, and interpret facts and ideas
267 concerning humans, society, the physical and biological world and other branches of knowledge. The
268 right to academic freedom herein established shall include the right to support or oppose political
269 causes and issues outside of contracted hours.
- 270 B. Academic freedom must be exercised consistent with the policies and curriculum of the District.
271 Academic freedom includes a responsibility to cultivate manners, honesty, honor, industry, economy,
272 and good health, and to teach the principles of patriotism, the democratic tradition, and the rights,
273 duties and dignity of American citizenship. Academic freedom also includes a commitment to the
274 welfare growth and development of children, and the insistence on objective scholarship. Teachers
275 shall take into account the relative immaturity of their students and the need for guidance and help in
276 studying controversial issues. Teachers shall use the utmost in professional judgment in planning the
277 inclusion of controversial issues or resources in classroom presentations. The teacher's answer(s) to
278 spontaneous classroom questions are subject to the same exercise of professional judgment. The
279 presentation and discussion of controversial issues in the classroom shall be on an informative basis
280 and shall be primarily motivated to develop in students a willingness to examine significant positions
281 on an issue in drawing inferences or conclusions.
- 282 C. The Board and the Association recognize that the ability of pupils to progress and mature academically
283 is the combined result of school, home, church, economic and social environment, and that the
284 teacher alone cannot be held solely accountable for academic achievement of the pupil in the
285 classroom.
- 286 D. Teachers shall be responsible for clearing outside speakers with the principal.
- 287 E. Instructional Materials Committee—In addition to the requirements for participants of the
288 Instructional Materials Committee pursuant to Board Procedure 2020P, building principals and
289 secondary department heads over the content area(s) that are subject of the curriculum adoptions
290 shall collaboratively appoint an SEA member from each building who is currently teaching in that
291 subject. These appointed designees shall be full voting members in any decision made by the
292 Instructional Materials Committee—Secondary.

ARTICLE 10: CONTRACTS

- 293 A. All individual employee contracts shall be subject to and consistent with Washington State Law and
294 the terms and conditions of this Agreement. Any individual employee contract hereinafter executed
295 shall expressly provide that it is subject to the terms of this Agreement between the Board and the
296 Association. If any individual employee contract contains any language inconsistent with this
297 Agreement, this Agreement during its duration shall be controlling.
- 298 1. The District shall provide each employee a contract with the basic teaching assignment indicated
299 therein and in conformity with Washington State Law, State Board of Education regulations and
300 this Agreement. Each contract will be accompanied by a copy of the appropriate salary schedule.
- 301 2. Regular contracts will be issued for duties requiring certificated employees during the contract
302 day and the normal contract year. There are two types of regular contracts - continuing and leave
303 replacement.
- 304 3. The base contract year shall include state funded student days, the last of which shall be a half
305 day. Teacher's contract year shall be fulfilled when building check-out procedures have been
306 completed. Enrichment days scheduled by the District will allow teachers to use one day devoted
307 to teacher classroom setup. Employees will be required to sign in to the building on this day to
308 receive pay.
- 309 4. Employees who are new to the District shall be required to attend additional days for district
310 and/or building orientation prior to the beginning of the school year. Compensation will be at the
311 employee's per diem. The Association will be given one hour to conduct Association business
312 during the new teacher orientation.
- 313 B. The assignment of supplemental contracts shall be at the discretion of the Board and acceptance of
314 the assignment shall be at the discretion of the employee. Once accepted, payment shall be as set
315 forth on Schedule B and in equal monthly installments beginning with the first month following
316 issuance of the contract or in such other method as is mutually agreeable between the parties. Notice
317 of an opening of a co-curricular assignment shall be given to certificated staff prior to notice to non-
318 staff. Whenever possible, supplemental contracts for the next year will be offered at the same time
319 the teaching contracts are.
- 320 C. Extended contracts are considered supplemental contracts, and will be offered as other supplemental
321 contracts depending on the needs and financial capability of the school district. Extended contracts
322 are normally of two types: (a) for additional days of work outside of the regular contracted day or (b)
323 for additional workloads as extra classes, etc., falling within the regular contracted period.
- 324 D. An offer of Continuing and Leave Replacement contracts must be returned by the employee within
325 fourteen (14) calendar days of date of issuance. If not returned by that date, a contract will be
326 presumed to be rejected unless other arrangements have been made with the Superintendent.
327 Contracts must be issued either personally or by certified mail.
- 328 E. An employee under contract shall be released from the obligation of the contract upon request under
329 the following conditions after first submitting a letter of resignation to the superintendent's office.
- 330 1. A release from contract, prior to July 1, may be granted provided a letter of resignation is
331 submitted prior to that date.

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

ARTICLE 11: JOB SHARING

- A. Any two (2) continuing employees may apply for job sharing to the Board of Directors to share a position in the District, each to be assigned to a position for one (1) full semester. With the approval of the applicable building principal(s) and the Superintendent, the Board of Directors may, at its discretion, grant such applications according to the following terms and conditions.
1. The District shall not consider the sharing of positions if it is necessary to reschedule the class or grade assignments of a substantial number of students or if the sharing of a position will adversely affect the educational programs of the District.
 2. The District shall not consider the sharing of positions if it is necessary to involuntarily transfer an employee or adversely affects the employment status of an employee employed pursuant to a continuing contract.
 3. The Board shall cause to be issued to each of the continuing employees desiring to share a position a continuing contract for half-time employment (0.5 FTE) and assign the employee's Victoria to change all roman numerals: duties in accordance with Article X, Section A.1 and Article IV, 482 Section A of this Agreement.
 4. Each employee shall be compensated for performance of the contract in accordance with Schedule A. Placement on the applicable step of the Salary Schedule shall be in accordance with WAC 392-121-150. Each employee shall be entitled to the other benefits of this Agreement in the amount of 0.5 FTE. The employee who is obligated to perform their contract in the first semester may elect to have their compensation and group insurance benefits paid in twelve (12) equal monthly installments. The employee who is obligated to perform their contract in the second semester shall be paid in eight (8) equal monthly installments beginning with the salary warrant issued on the last working day of the first month after the commencement of the second semester. Such employees shall be entitled to participate in group insurance programs available to employees of the District during the first four (4) months of the work year at their own expense.
 5. Notwithstanding the general provisions of Article 13 of this Agreement, each employee shall be evaluated within the first forty-five (45) days of the commencement of the applicable semester. Notwithstanding the general provisions of Article 13, of this Agreement, an employee whose performance has been determined to be unsatisfactory shall be placed on probation for a period of not less than twenty (20) work days beginning not later than the sixtieth (60th) day of the applicable semester.
- Except as otherwise provided herein, the provisions of Article 13 shall govern in the evaluation, placement on probation, evaluation during probation and post-probation.
- B. Either the District or either of the employees participating in the sharing of a position may elect to terminate the arrangement at the end of any contract year providing notice of intent to do so is delivered to the District or to the affected employees by April 1st of the applicable year. If the District shall elect to terminate the arrangement, each employee employed one-half time shall be entitled to a full-time contract for the succeeding year except that no employee employed full-time in the District shall be subject to a reduction in force action (See Article 15, Reduction in Force) to accommodate a full-time contract for an employee(s) participating in the sharing of a position.

- 380 C. If either of the employees participating in the sharing of a position desires to terminate the
381 arrangement, each employee may make application for a full-time position, but the Board of Directors
382 shall not be obligated to accept the application. If either of the employees desires to terminate the
383 arrangement and submits a resignation from employment, the employee remaining in the sharing of
384 a position shall be obligated, at the discretion of the Board, to accept a full-time contract. A
385 replacement employee for the resigning employee with which to join in the application for a new
386 sharing of a full-time position may be sought. Employees who participate in the sharing of a position
387 shall not be entitled to make application for or receive unemployment compensation for the .5 FTE
388 voluntarily surrendered by the employee.

ARTICLE 12: WORK SCHEDULES

- 389 A. Regular building hours for teachers shall be seven and one-half (7 1/2) hours per day inclusive of lunch.
390 Reasonable starting and dismissal times, which may vary from school to school and program to
391 program, shall be determined by the Board.
- 392 1. When there is a delayed start of school the teachers' work day will begin as soon as they are safely
393 able to get to school, but no less than 30 minutes before the delayed start.
- 394 2. If school is dismissed early as a result of a safety related reason teachers may leave as soon as the
395 students directly in their care have left the school campus.
- 396 B. In addition to regular building hours and consistent with the traditional expectations associated with
397 the performance of professional employees, the following shall apply:
- 398 1. Teachers shall spend time outside of building hours to the extent necessary for adequate
399 preparation of instruction.
- 400 2. Both parties recognize that a teacher's actual workweek exceeds the 37 1/2 hours per week
401 required by Section A above.
- 402 C. Teachers will be available to meet with students and parents 30 minutes before and after the student
403 day. Teachers shall be released from Building meetings at least 15 minutes before the start of the
404 student day.
- 405 D. Teachers shall adhere to the daily schedule and shall make no commitments which will preclude their
406 being present to perform their contracted responsibilities. Requests for exceptions must be submitted
407 to the principal prior to the anticipated teacher absence and/or late arrival or early leaving.
- 408 E. Each employee shall have a thirty (30) minute duty free uninterrupted lunch period between 10:45
409 a.m. and 1:15 p.m. If an employee engages in work duties during their duty free lunch period with the
410 pre-approval of an administrator, they are eligible for per diem compensation for the worked time.
411 Employees who engage in work during their duty free lunch period on an emergency basis should
412 discuss this with their principal as soon as possible for approval. Claims for payment will be submitted
413 to the building principal within thirty (30) days of the time worked or the claim for payment is forfeited.
414 The payment will be added to the salary payment for the employee provided each month.
- 415 F. The District recognizes the importance of professional growth activities, individual building meeting
416 needs and the collaboration of teachers, and therefore will make reasonable efforts to establish
417 ongoing professional development opportunities by seeking the advice of the administrative team, the
418 Association, and community members.
- 419 G. Educators in Sequim recognize that all schools must meet specific annual instructional hours to meet
420 Washington State Accreditation requirements. The District recognizes that planning time provided
421 within the work day is not adequate to accomplish all the tasks necessary to plan and prepare for
422 instruction, grade student work, communicate with parents, and fulfill many other duties. Sequim
423 educators also recognize that each grade level has differences in schedules, student supervision
424 expectations, and course credit requirements. In an effort to allow flexibility in building scheduling,
425 and yet recognize the need for daily planning time, preparation, and communication with parents, the
426 following conditions shall apply.

1. Planning time is not release time and teachers will not leave campus without notifying the building administrator or the building secretary, as to their whereabouts and estimated time of return.
 2. It is recognized that planning time is teacher directed time, and as such administrators shall attempt to avoid scheduling meetings, other than parent meetings and pre and post observation and evaluation conferences, during a teacher's planning time without the consent of the teacher.
 3. Planning time will consist of 520 minutes every two weeks. Planning time will occur every day. It shall remain exclusive of the duty free lunch and the 30 minutes before and after school. It shall consist of blocks of time that are no less than 40 minutes.
 4. Planning time for days shortened by alternative schedules for K-12 teachers shall be prorated. Daily planning time may not be lost more than three times per year due to training scheduled by the building administration or District.
- H. Any employee covered by this agreement who covers a class for another employee must have administrative pre-approval, unless assigned by the building office. An employee who has a contract greater than or equal to 0.6 FTE shall be paid for time spent covering the absence at the employee's per diem rate. An employee with a contract for less than 0.6 FTE shall be paid at the substitute rate. Acceptance of this assignment shall be on a voluntary basis except when a paid substitute cannot be obtained.
- Claims for payment will be submitted to the building principal within thirty (30) days of the time worked. Failure to do this will result in the forfeiture of payment. The payment will be added to the regular salary payment for the employee provided each month.
- I. Secondary school teachers shall not be assigned more than two non-related subject fields except by mutual consent of the teacher and principal. Provisions of this policy will be in effect during normal working times. During unusual circumstances provisions of the 601 reduction in force policy (included as part of this agreement) will be in effect. Secondary school principals will make a definite attempt to limit the number of different subjects and/or preparations required of individual teachers in grades seven through twelve to no more than three (3).
- J. Periodic parent/teacher conferences shall be scheduled by the principal, counselor, and teacher during the workday unless the parent insists otherwise. In the elementary school, students shall be dismissed for a minimum of 2 days, and kindergarten students shall be dismissed for a minimum of 3 days in order to provide for formal parent/teacher/student conferences provided compliance with the minimum contact requirements of the Basic Education Act is maintained.
- K. Parent teacher conference days will not go beyond the customary 7.5 hour school work day. The staff at each school will work with their principal to schedule conferences and no principal tri-time will be used for conferences. It is recognized the common work day on a parent teacher conference day may be adjusted to later in the day and into the evening, or the day may be broken into two work times with a non-work period separating the two work sessions.
- L. Part-time teachers will have pro-rata teaching, preparation time, and before and after duty time as a part of their part-time contract.
- M. Classroom teachers (e.g. librarians and science, art, music, and vocational teachers) shall not be required to perform inventory tasks which cannot reasonably be accomplished during the regular work day and contract year.

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

1. Classes with split grade level or subject require more time and preparation. The building principal or designee will make every reasonable effort to consider this when determining class size.
2. Classroom teachers may find IEP information about their students' IEP online. The IEP is a confidential document and must be kept secure. When the teacher is expected to provide specially designed instruction, they will have the opportunity to meet with the special education staff to discuss the contents of the IEP.
3. Maximum class sizes. The intent of the District is to ensure reasonable class sizes. Individual classes will be reviewed and adjusted as necessary to provide an environment that assures success for students and staff.

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

Program	Environment	Student Ratio/Case Load
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

Elementary Social-Emotional Certificated Staff (including counselors)	Building	700
Middle School Social Emotional Certificated Staff (including counselors)	Building	500
Speech and Language Pathologist	K-12	45
Certificated School Nurse	K-12	3,000
Certificated Physical Therapist	K-12	60
Psychologist	K-12	1,000

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

4. In the event these established class size maximums are exceeded, the District will relieve an overload situation by:

- a. Student transfer
- b. Addition of certificated staff (In the event there is no classroom space available, certificated instructional staff may be added to the existing overloaded classroom thereby reducing the student-teacher ratio. This classroom will no longer be considered overloaded.)
- c. Forming new class sections

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

5. In the event that attempts to relieve a class overload situation are unsuccessful, the classroom teacher whose class(es) is/are in overload status will receive ninety dollars (\$90) per student per month for an elementary teacher and eighteen dollars (\$18) per student per month for a secondary teacher beginning on the State count day in October and for each monthly count day thereafter.

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

- 511
- 512 6. When any general or special education teacher believes an assigned student with disabilities is
- 513 not making sufficient progress, they have the right to request the IEP team consider changes in
- 514 the IEP. Special education personnel shall have the right to make recommendations for program
- 515 and placement they believe necessary in order to improve student learning.
- 516 a. Both parties recognize that in order to offer the full spectrum of Special Services, and be in
- 517 compliance with state and federal laws, many meetings must be held. The District and
- 518 building principals will make every effort to ensure that these meetings are not scheduled,
- 519 and do not extend, outside of regular building hours. While attendance at IEP meetings is part
- 520 of an employee's professional responsibilities (Appendix A), employees may request approval
- 521 for compensation for time outside the workday for unusually extensive IEP meetings (for
- 522 instance, meetings starting later than 3:45 p.m., or participation extending past ninety (90
- 523 minutes).
- 524 7. Speech and Language Pathologists shall be reimbursed the full amount of the annual national
- 525 certification fee. This shall be done upon submission of receipts indicating the fee has been paid
- 526 and the individual has received certification for the current year.
- 527 8. Special education teachers may be eligible for IEP documentation time within the school day.
- 528 Eligibility for this option will be reviewed and determined with administration at the beginning of
- 529 each semester or trimester.
- 530 9. When a special education paraeducator is absent, the District will attempt to provide a
- 531 paraeducator substitute beginning the first day of the absence.
- 532 O. All employees shall have five (5) full school days after the end of each quarter to prepare student
- 533 report cards. The only exception shall be at the end of second semester for failing seniors, in which
- 534 case it shall be the last day seniors are in attendance.
- 535 P. The District can require employees to attend enrichment programs two weeks prior to the date
- 536 students start school. Notice shall be given to employees by June 1 and the compensation rate shall
- 537 be per diem.
- 538 1. Enrichment programs scheduled during the work day shall be accommodated by the early
- 539 dismissal of students or use of substitutes. Attendance at such programs shall be mandatory.
- 540 2. Attendance at any enrichment programs or courses scheduled or recommended at times other
- 541 than during the workday shall be voluntary.
- 542 3. At the end of the first semester a non-student, non-work day shall be scheduled. Employees are
- 543 responsible for first semester grading and second semester preparation as a matter of personal
- 544 professional responsibility
- 545

ARTICLE 13: EVALUATION

A. Purpose

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

B. Definitions

1. Provisional employees are defined in RCW 28A.405.220 and shall be observed and evaluated using the District's evaluation form, at least twice annually. The first evaluation shall be based on an observation of not less than thirty minutes and completed no less than ninety (90) calendar days of the commencement of contract year and the second not later than May 1. Provisional employees shall not be placed on probation.
2. Continuing employees are other than provisional employees and shall be evaluated at least once annually after no less than two observations. Total observation time for each employee for each school year shall be not less than sixty (60) minutes. All evaluations shall be completed not later than June 1.

C. Evaluations/Observations

1. Evaluations shall be based on no less than two observations of the employee in the performance of their assigned duties. Observations may be either scheduled or unscheduled when the employee is engaged in contracted duties, and may be shorter than 30 minutes but must directly reference evaluation criteria. A minimum of one observation shall be thirty (30) minutes in length while the employee is engaged in instruction.
 - a. If an employee is transferred to another position not under the supervisor's jurisdiction, an evaluation shall be made at the time of such transfer. An employee on probation shall not be transferred from the supervisor's jurisdiction until the probationary period is complete.
 - b. If an employee resigns during the school year, the final evaluation shall be based on observations up to the date of the resignation and may be mailed to the employee.
 - c. Unsatisfactory evaluations must be supported by at least one observation report that has indicated unsatisfactory performance. If an employee's evaluation will indicate unsatisfactory performance in one or more of the criteria, such evaluation shall be completed by May 1. The employee may request one additional observation be made within

586 thirty (30) additional calendar days of the request for the purpose of having the evaluator
 587 observe if the marked deficiencies have been corrected.

588 d. Principals and other supervisors may conduct such additional observations at any time during
 589 the school year for such additional periods of time, as they deem appropriate.

590 e. Following each observation, the principal or other evaluator shall provide the employee a
 591 copy of the observation report within five (5) working days after the observation. If
 592 unsatisfactory performance is observed and noted, the Association President will be
 593 provided a copy of the report form. A conference with the employee will occur within five
 594 (5) working days of the date the employee is provided a copy of the report form. The
 595 employee may request the meeting include representation by the Association.

596 f. All observation reports used in making the evaluation shall be attached to the evaluation.

597 g. The employee shall sign the District's copy of the evaluation report to indicate that he or she
 598 has received a copy of the report. The signature of the employee does not, however, imply
 599 that the employee agrees with the contents of the evaluation report. The employee may
 600 attach comments if desired.

601 h. Each evaluation report and supporting observations, along with any employee attachments,
 602 shall be filed at the end of the school year in the employee's personnel file.

603 i. Employees assigned to subject matters for which they are not endorsed by certificates or for
 604 which they have no major or minor, shall not be evaluated with respect to criteria #4
 605 (professional preparation) and #7 (knowledge of subject matter) except for assistance.

606 j. After an evaluation the principal or the evaluator may require the teacher to take
 607 professional development training provided by the District in the area of teaching skills
 608 needing improvement and may require the teacher to work with a mutually agreed upon
 609 mentor for purposes of achieving such improvement (RCW 28A 405.140).

610 k. If the supervisor contemplates recommending that a continuing contract employee be
 611 placed on probation, an evaluation shall be made no later than January 20.

612 l. If the evaluator has observed deficiencies in the employee's classroom performance and the
 613 evaluation is determined to be "unsatisfactory" the evaluator shall develop a probationary
 614 plan of improvement in accordance with RCW 28A.405.100. The purpose of the probationary
 615 period is to give the employee opportunity to demonstrate improvement in his or her areas
 616 of deficiency.

617 i. A probationary period of sixty (60) school days shall be established.

618 ii. During the probationary period the evaluator shall meet with the employee at least
 619 twice monthly to supervise and make a written evaluation of the progress, if any, made
 620 by the employee.

621 iii. The evaluator may authorize one additional certificated mentor to observe and assist
 622 the probationer and aid the employee in his or her areas of deficiency.

623 iv. The employee may be removed from probation at any time if he or she demonstrates
 624 sufficient improvement to the principal of the building.

625 v. Lack of necessary improvement may constitute grounds for a finding of probable cause
626 for non-renewal. The superintendent will provide written notice thereof to the
627 employee on or before May 15 (RCW 28A.405.210).

ARTICLE 14: ASSIGNMENT, TRANSFER & VACANCIES

- 628 A. In the determination of voluntary assignments and transfers, the preference and qualifications of the
629 employee shall be considered to the extent that these considerations do not conflict with the
630 educational program. As to employees who desire transfer or reassignment, the following procedure
631 shall be used:
- 632 1. All vacancies and new positions will be posted on the District web site. A vacancy occurs when a
633 position within the bargaining unit is open. If a new position or vacancy occurs during the school
634 year it shall be posted on the District website. Principals, working with their staffs, may make
635 internal staffing assignments among existing staff at a building for the upcoming school year prior
636 to determining which positions are vacant for purposes of posting.
- 637 2. The employee must notify the Superintendent and/or his designee within five (5) days of his or
638 her desire to be considered for a position.
- 639 3. All vacancies or new positions shall be filled on the basis of qualifications for the position.
640 Continuing, provisional, and non-retire/rehire leave replacement employees of the District who
641 make application for a vacancy or new position shall be assured an interview. This opportunity will
642 be extended through the summer months for those employees who worked the previous school
643 year.
- 644 4. The Superintendent or his designees shall inform the employee of the outcome of their request in
645 writing within a reasonable time in the event of a request for transfer and within fifteen (15) days
646 of the date the position is filled in the event of a request for consideration of appointment to a
647 vacancy.
- 648 5. In the event a vacancy occurs within twenty (20) days of the start of school, the administration
649 will make a reasonable attempt to meet the intent of this notification and transfer process in the
650 time available.
- 651 B. All positions that may require a transfer shall be posted on the District website. In the instance of
652 involuntary transfer to a new assignment, employees shall be notified in writing within a reasonable
653 amount of time of any changes in their programs and schedules for the ensuing school year or
654 semester, including subjects taught and special assignments. The District will provide one day per diem
655 to any individual involuntarily transferred to another classroom in the District.
- 656 1. When possible, employees shall be notified before summer break to allow summer school
657 preparation if necessary.
- 658 2. These conditions apply except when the reduction in force contained herein is enforced.
- 659 C. The District will invite present certificated staff from the appropriate grade level, department or school
660 to assist in the development of criteria and interviewing of new classroom teachers, librarians,
661 counselors and principals. During vacation periods a reasonable attempt will be made to meet the
662 intent of this article.

ARTICLE 15: REDUCTION IN FORCE

A. Definitions:

1. Layoff – an action by the Board reducing the number of employees in the District due to monetary reasons only; it does not refer to decisions to discharge or non-renew an employee for cause.
2. Financial Emergency – a significant loss of funding resulting from double levy loss in the same school year, declining enrollment, or other loss of revenue (e.g. a substantial reduction in the state per-pupil allocation of funds, reduction in categorical funding, etc.) that requires the involuntary separation of employees.
3. Reduction in Force (RIF) – reduction of number of employees resulting from a financial emergency. Any employee placed on layoff status shall retain all accrued benefits as are regularly extended to any employee on leave.
4. Qualifications – the appropriate Washington State Certificate, including endorsement, for the subject and/or grade level to which the employee will be assigned. This includes any emergency endorsements for which an employee may be eligible under state law such as WAC 181.82.105 936 (8) and WAC 181.82.110. 937
5. Seniority – length of certificated service within the State of Washington. Seniority shall be prorated for less than full-time service. Employees shall receive additional proportional seniority credit for additional work such as summer school, but seniority credit shall not exceed 1.0 FTE for any given year.
6. Voluntary leave – leave requested and granted during a time of financial emergency for a period of up to one year.

B. Procedures for Staff Reduction

1. In the event the Board of Directors adopts a reduced educational program by reason of financial necessity, including, but not limited to, levy failure or decreased state support, those teachers and other non-supervisory employees (collectively "employees" herein) who will be retained to implement the District's reduced or modified program and those who will be terminated from employment or adversely affected in contract status will be identified by using the following procedures:

a. Determination of Vacant Positions

The District will determine, as accurately as possible, the total number of employees known as of April 1 leaving the District for reasons of retirement, family transfer, normal resignations, leaves, discharge or non-renewal, etc., and these vacancies will be taken into consideration in determining the number of available certificated positions for the following school year.

b. Certification

Possession of any valid Washington State Certificate which may be required for the position(s) under consideration shall be a prerequisite for retention as well as appropriate endorsements, if applicable.

c. Employment Categories

- 701 i. The following categories and specialties are established to ensure the qualifications
702 of personnel assigned to retained positions.
- 703 ii. Elementary teachers will be listed for retention in one category (K-5). Elementary
704 teachers shall include all elementary staff with appropriate certification or
705 endorsement.
- 706 iii. Secondary teachers (6 -12) will be listed for retention in areas with appropriate
707 certification or endorsement.
- 708 iv. Career and Technical Education (CTE) teachers will be listed for retention based
709 upon the teaching area authorized on the teaching certificate.
- 710 v. Other employees will be listed for retention in areas with appropriate
711 certification or endorsement.
- 712 vi. All employees on leave will be listed for retention as if they remained in the
713 classroom. All employees on leave are subject to all RIF procedures.
- 714 d. Retention by Employment Category
- 715 Each employee will, in accordance with the criteria set forth in Subsection 5 hereof, be
716 listed for retention in their current assignment. Employees shall also be listed for
717 retention in additional areas with appropriate certification or endorsement, provided the
718 employee shall inform certificated personnel, in writing, of those certifications or
719 endorsements.
- 720 e. Selection within Employment Categories
- 721 Employees shall be considered for retention in available positions within the employment
722 categories or specialties for which they qualify under Subsection A3. In the event that
723 there are more qualified employees than available positions in a given category, the
724 following criteria shall be used to determine which employees shall be recommended for
725 retention:
- 726 i. Total seniority as an employee shall be the basis for retention for those categories
727 identified in Subsection A3 above. Within each such category the employee(s)
728 having the greater seniority shall be recommended for retention. In the event of a
729 tie, Sequim School District experience will be the first tiebreaker. In the event ties
730 remain, the employee(s) having the highest number of credits as recorded in the
731 Personnel Office on October 1 of the current school year shall have preference. If
732 ties remain, the employee(s) to be retained shall be determined by drawing lots
733 among the employees who tie.
- 734 ii. "Seniority" within the meaning of this paragraph shall mean total FTE years of
735 certificated experience in the State of Washington.
- 736 iii. When a program is eliminated, staff members will be reassigned based upon their
737 seniority, certification and/or endorsement.
- 738 f. Action by Superintendent
- 739

A seniority list shall be established and published by the District by February 1st of each year. Certificated staff shall have thirty (30) calendar days to notify the District of any errors or discrepancies on the seniority list. The updated seniority list shall be distributed to staff and SEA on or before April 1 of each school year. The list shall include the following:

- i. Certification/endorsement information
- ii. Certificated teaching experience within the State of Washington
- iii. Length of service within the District
- iv. Number of credits
- v. The provisions of paragraphs B1 above shall be implemented on or before May 15 of the school year prior to the school year in which any staff reductions may be necessary. The Superintendent shall take such action as may be required by statute to non-renew or adversely affect the employment contracts of affected employees.

C. Employment Pool

1. All employees who are not retained in accordance with these procedures shall be terminated from employment and placed in an employment pool for possible re employment for a period of up to 24 months from the effective date of the lay-off action. Employment pool personnel will be given the opportunity to fill open positions within the categories or specialties identified in Subsection A3 for which they are qualified under Subsection A4. If more than one such employee is qualified for an open position, the criteria set forth in Subsection A5 shall be applied to determine who shall be offered such position.
2. When a vacancy occurs for which person(s) in the employment pool qualify, notification from the District to such individual will be via email, text, and voice mail. Such individual will have two (2) calendar days from the receipt of the offer to accept a position. If an individual fails to accept a position of FTE equivalent to that from which they were laid off, such individual will be dropped from the employment pool.
3. The District will utilize employment pool personnel as substitutes on a first priority basis.

D. Involuntary Transfer Following Lay-Off

1. In completing staff assignments for the school year in which a reduction-in-force occurred, the District will attempt to maintain each employee who is retained in the employee's current school or field or level or position; provided, however, that all employees retained are subject to involuntary transfer within their certification and endorsements.
2. All authorized positions not held by an incumbent, after application of the criteria, shall be deemed vacant and shall be posted for a period of five (5) days for filling from the retained employees.
3. At the expiration of the posting period, all applicants among the retained employees shall be considered for the positions for which they applied within the staffing category.
4. If no such applicants exist for vacant positions, staff will be subject to involuntary transfer within their certification and endorsements, based on seniority

780 E. Employee Benefits

781 1. All benefits to which a teacher was entitled at the time of their layoff, including unused
782 accumulated sick leave, shall be restored to the teacher upon their return to active employment;
783 and the teacher shall be placed on the proper step of the salary schedule to the teacher's
784 experience and education.

785 C. Effective January 1, 2020 any employee who is on layoff or unpaid status may continue health
786 insurance coverage pursuant to the federal COBRA program consistent with the requirements of
787 the SEBB.

ARTICLE 16: STUDENT TEACHER

788 A. If the District should approve a Student Teacher/Internship program, the following shall apply:

- 789 1. Every continuing contract employee with a minimum of 5 years of full-time experience shall have
790 the option to accept or reject a student teacher as recommended by the building principal.
- 791 2. Every employee who accepts a student teacher shall be given at least twenty (20) days' notice. In
792 emergency situations, the District will notify the employee as soon as possible.
- 793 3. Every employee who accepts a student teacher shall receive the total compensation provided by
794 the contracted university for the employee. The District shall notify employees of the amount of
795 remuneration if any, before assigning student teachers.
- 796 4. The supervising employee may recommend dismissal of a student teacher to the building principal
797 and the college/university supervisor. Accompanying the recommendation for dismissal, the
798 supervising employee shall provide a written explanation to the building principal, the college
799 supervisor, and the student teacher involved.

ARTICLE 17: LEAVES

A. Illness, Injury and Personal Leave

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

1. Sick Leave

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

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

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

2. Personal Leave

a. Each employee shall have two (2) days of personal leave per year.

i. No reason must be given to the employee's supervisor.

ii. Personal leave may be accrued up to a maximum of five (5) days per year. Employees will have the option of taking personal leave during the year or of being compensated for up to (2) days at the end of the year at the substitute pay rate. Such compensation will be paid in July of each year.

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

iv. No more than 10% of building employees may use leave under this section on any one day unless approved by the Superintendent or designee.

b. Employees shall whenever possible give written notice to the building principal of intention to exercise personal leave within seven (7) days of the anticipated leave. Personal Leave may be denied if a shortage of certified and qualified substitutes exists. Employees shall ensure that lesson plans are current and that the employee's classroom assignment can be discharged by a substitute employee without undue disruption.

3. Employee On-Task Incentive Pool

Sick Leave Buyback: Each January, any eligible employee who, at the end of the immediately previous calendar year, shall have accumulated in excess of sixty (60) days of unused sick leave may elect to receive remuneration for unused sick leave earned the previous year at the rate of 25 percent of the employee's current full-time daily rate of compensation for each full day of eligible sick leave (a maximum of three days in any one calendar year). Any such election shall be

made by written notice to the District office during the month of January on forms provided by the District. All sick leaves days converted pursuant to this section shall be deducted from the employee's accumulated sick leave balance. Any such annual conversion of accumulated sick leave shall be subject to the terms and limitations of Washington Administration Code.

Any employee who shall retire or who shall die while employed by the District may elect (personally or by his/her personal representative, as appropriate) to convert accumulated unused sick leave days to monetary compensation at the rate of 25 percent of the employee's full-time daily rate of compensation at the time of termination from employment for each full day of eligible sick leave, up to a maximum of 180 days. An employee separating from the employment for purposes of retirement must be eligible to immediately commence receiving retirement benefits from a state retirement system to be eligible for conversion of sick leave for compensation. Any such conversion of sick leave upon retirement or death shall be subject to the terms and limitations of Washington Administrative Code.

For purposes of this section, "eligible employee" means

- a. Employees who separate from employment due to retirement or death;
- b. Employees who separate from employment and who are at least age fifty-five and have at least ten years of service under the teachers' retirement system plan 3 as defined in RCW 41.32.010, or
- c. Employees who separate from employment and who are at least age fifty-five and have at least fifteen years of service under the teachers' retirement system plan 2 as defined in RCW 41.32.010.

4. VEBA

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

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

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

- b. This VEBA III provision shall be reopened annually.
5. Sick Leave Sharing shall be provided as per state law.
- B. Temporary Disability, Maternity and Parent Leave
1. Employees who are physically unable to perform the functions of their position for medical reasons may request a temporary disability or maternity leave. Temporary disability or maternity leave, without compensation, shall be granted for illness, injury, surgery, or because of pregnancy, childbirth or adoption of a child.
 2. Employees shall notify their immediate supervisor of their request for such leave. If possible, such notification shall be made sixty (60) calendar days prior to the proposed starting and ending date of the leave. The actual starting date of the leave will be determined as necessary to protect the quality of the instructional program, the desire of the employee and the employee's attending physician, by providing the District with a physician's certificate giving dates (or approximate dates) upon which the absence will begin and end. Changes in the requested ending date shall be submitted to the superintendent for approval two weeks prior to reinstatement to full employment from a leave status. All employees returning to work from an extended leave shall include a current release to return to regular work duties from the employee's attending physician.

While the employee is still working, the District may request the employee to provide a certificate from the physician indicating that the employee is physically capable of performing the normal tasks of the job, without jeopardizing the employee's health or the safety of others. The District reserves the right to require a physician's certificate as proof of disability for any absence.
 3. An employee must notify the district at the time of application of the beginning date of the leave and whether the leave shall extend for the duration of the semester or for the contract year. Alternative arrangements for return of the leave may be made at any time with the agreement of the Board.
 4. An employee who has been granted such leave shall be allowed to return to the same position or a similar position.
 5. An employee may apply for and be granted leave herein in case of pregnancy or childbirth, or adoption of a child, without first exhausting sick leave days. An employee may also apply accrued sick leave to leave for pregnancy, childbirth or adoption of a child.
- C. Military Leave
1. Fifteen (15) days per year for reservists ordered to active training duty, providing that any such reservists shall present evidence to the District that all reasonable efforts to arrange for such active training duty during the summer months or other school vacation periods have been made. Any pay accrued during this time shall be in addition to the regular teaching salary.
- D. Judicial Leave
1. In the event an employee is summoned to serve as a juror or to appear as a witness in court (except as a witness adverse to the District) or in their own behalf, or is named as a co-defendant with the District, such employee shall receive a normal day's pay for each day of required presence in court.

2. An employee on Judicial Leave shall prepare and deliver to their immediate supervisor detailed lesson plans for the period of the leave.

Bereavement/Critical Illness or Injury Leave

3. Maximum of five (5) days leave with pay per occurrence for absence caused by death of a significant person in the employee's life, and five (5) days leave with pay per year for absence caused by critical illness or critical injury in the immediate family or involving individuals who are permanent members of the household. "critical illness or injury" shall be defined as synonymous with the designation made by the hospital of residence. Not more than five (5) additional days leave per year may be granted with pay deduction corresponding to substitute's pay.
4. Maximum of five (5) days leave with pay per occurrence for absence caused by death of the employee's spouse, mother, father, sibling, child, grandparent, grandchild, or those same relatives by marriage or a person living in the same household as the employee, and five (5) days leave with pay per year for absence caused by critical illness or critical injury in the immediate family or involving individuals who are permanent members of the household. One of such days may be used for death of a friend. "critical illness or injury" shall be defined as synonymous with the designation made by the hospital of residence. Not more than five (5) additional days leave per year may be granted with pay deduction corresponding to substitute's pay.

E. Association Leave

1. The Association President and/or their designee(s) shall be granted up to thirty (30) days leave per year, which may be taken as whole or half days, in order to attend to Association business. If more than three consecutive days are used, it will be at the discretion of the Superintendent or School Board. The Association will reimburse the District in the amount of substitute salaries used by the district when Association Leave is used. The days used are at the discretion of the Association.

F. Professional Leave

1. Faculty members who obtain permission from the building principal shall be granted up to 2 days leave with pay to attend meetings, conferences, or workshops concerned with their assigned duties, including their subject matter areas; or extracurricular coaching; or for Professional Certification; or for National Board Certification.

G. Leaves of Absence

1. Employees who have continuing, non-provisional contracts who in the year of application, are employed full time (1.0 FTE) shall be entitled to a one (1) year leave of absence for purposes of child care, public service, recuperation from serious illness or injury. Leave to engage in professionally related work experience or in pursuit of an advanced education program shall be with the approval of the Board of Directors. All are subject to the following provisions:
- a. Leave shall be without pay except that the employee shall retain all seniority, salary placement and benefits earned at the time the leave is granted.
- b. No more than four percent (4%) percent of certificated employees of the District shall be on leave in any one school year to be computed according to the total number of employees working under this Agreement as of September 1 in any given year.
- c. Employees may not contract with another school district while on a District leave of absence.

962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000
1001
1002
1003

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

- 1004 a. A supplementary salary stipend in an amount equal to one-half the average certificated salary
1005 (identified on Schedule A hereto as the same may hereafter be amended) shall be made
1006 available to the successful applicant.
- 1007 b. Employees on leave shall accrue one year of experience for purposes of placement on the
1008 District salary schedule and attendant rights of seniority. An employee shall further be
1009 entitled to continue enrollment in District group insurance programs during such leave at his
1010 or her own expense.
- 1011 c. Employees who accept the District stipend shall be obligated to return to the District in the
1012 same or similar position which they occupied prior to the leave as a condition of receipt of the
1013 stipend for not less than two (2) years following the Sabbatical. An employee who is unable
1014 to comply with this provision shall return the stipend to the District upon demand.
- 1015 I. Family Leave (Family and Medical Leave Act of 1993)
- 1016 1. The District shall post the Family Medical Leave Act at each employee work site. Caveat:
1017 Employees should be aware that certain use of family and medical leave could result in the
1018 employee exhausting all accrued sick leave.
- 1019 J. Washington State Paid Family and Medical Leave (PFML)
- 1020 1. Commencing January 1, 2020, employees shall be eligible to receive Paid Family and
1021 Medical Leave (PFML) under the Washington State Family and Medical Leave and
1022 Insurance Act. To be eligible for this leave, employees must have worked a minimum
1023 number of hours determined by the State within the past calendar year. Employees
1024 may elect to use either accrued leave or PFML. Employees may choose to apply for
1025 PFML while the employee is on unpaid leave or following the exhaustion of unpaid
1026 leave.
- 1027 K. Assault Leave
- 1028 1. Any incident which could constitute assault and battery upon an employee by another adult while
1029 acting within the scope of his or her employment shall be reported promptly to the employee's
1030 immediate supervisor. If, following that report and based on a complaint made by the employee
1031 to a law enforcement agency; a criminal conviction for assault or similar judgment by reason of
1032 acts against that employee result, then the district will support the employee as outlined in item
1033 2 below.
- 1034 2. Any incident which could constitute assault upon employee by a student will be investigated by
1035 school administrators. If determined that the student's behavior against the employee constitutes
1036 assault, the district will support the employee as outlined in Item 3. below as well (this does not
1037 prevent the employee from reporting the incident to a law enforcement agency).
- 1038 3. Whenever an employee is absent from employment and unable to perform his or her duties as a
1039 result of personal injuries sustained due to an assault and battery as defined in Item 1 above, the
1040 employee will be paid full salary for the period of absence, up to one year from date of injury, less
1041 the amount of any Worker's Compensation award or benefit. No part of such absence will be
1042 charged to annual or accumulated sick leave.
- 1043

1044 L. Leave Without Pay

1045 1. Staff who take more than 5 days of Leave Without Pay must have prior approval from the
1046 Superintendent or designee.

ARTICLE 18: GENERAL PROVISIONS RELATING TO ADMINISTRATION OF THE SALARY SCHEDULE

A. Method of Payment

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

B. Placement on Salary Schedule

1. Employees covered by this Agreement will be provided salary increments consistent with the District salary schedule for earning approved professional credits beyond the B.A. or M.A. degree training as follows:
 - a. Credits which are earned from an accredited community college, college, or university and are transferable or applicable to a bachelor's or more advanced degree program. (Reference WAC 392-121-255).
 - b. State Board of Education approved continuing education, enrichment, clock-hour credits, or Professional Growth Plan credits. (Reference WAC 392-121-257).
2. It shall be the responsibility of the employee to submit college or university transcripts documenting the accumulation of credits.
3. Salaries are determined by placing each employee on the salary schedule, attached hereto as Schedule A.
4. Any employee contracted for days or partial days in excess of the regularly contracted days shall receive additional compensation based on full per diem of the regular contract.
5. Part-time employees will be paid pro-rata according to the regular salary schedule and will receive pro-rata shares of benefits according to full-time teaching staff members.
6. Substitutes who have completed a long-term assignment of twenty-one (21) consecutive days shall be paid in accordance with the District salary schedule (Schedule A) retroactive to the first day of the assignment.
7. Payment for teachers who agree to teach additional classes beyond the normal class load will be made at the rate of an additional 20% of the employee's regular contracted salary. Payment for teachers who agree to teach fewer classes than the normal class load will be made at the rate of a decrease of 20% per class of the employee's regular contracted salary. Planning time will be similarly prorated.

C. Computation of Experience and Education Credits

1. Credits earned for professional preparation and advancement on Schedule A. hereto must be completed and official transcripts verifying credits earned must be registered with the Personnel Office by September 25 in order to be applicable for the current school year. Payment for credits

1085 earned but for which verification is received after September 25 will be made retroactive only if
 1086 written notice of the pending arrival of such verification has been received by the Personnel Office
 1087 by September 25.

1088 2. Credits acceptable for advancement on Schedule A hereto will be as provided in Article 18 herein.

1089 3. Experience credit on the salary schedule shall be given for each full year of teaching experience in
 1090 the public school system. Experience credit for part-time teaching experience shall be given in the
 1091 same proportion as the part-time contract bears to a full-time contract.

1092 4. Teaching experience in accredited private schools that substantially parallels public school
 1093 experience will be accepted for advancement on the salary schedule.

1094 5. All employees will provide current transcripts of credits earned for purposes of determining
 1095 correct placement on the statewide funding formula.

1096 D. Additional Compensation

1097 1. For the 2021-22 work year there shall be four (4) enrichment days. For the 2022-23 and
 1098 subsequent work years there shall be one (1) enrichment day. The scheduling of these days shall
 1099 be agreed upon by the Parties during annual school calendar negotiations and noted on the school
 1100 calendar. An opportunity to complete the annual Safe Schools training will be scheduled during
 1101 the enrichment days.

1102 2. Employees are responsible for being prepared for the start of school. The previously scheduled
 1103 employee preparation day is no longer scheduled, but a matter of personal professional
 1104 responsibility, and compensation for that previous enrichment day is added to the 2021-2022 and
 1105 subsequent salary schedules under base contract compensation at the rate of 0.56%. No
 1106 Enrichment or Professional Learning days will be scheduled for the day before the first day of
 1107 school.

1108 3. As noted in Article 12, Section Q, employees are also responsible for first semester grading and
 1109 second semester preparation as a matter of personal professional responsibility. The previously
 1110 scheduled semester break day is no longer scheduled and compensation for that previous
 1111 enrichment day is added to the 2021-2022 and subsequent salary schedules under base contract
 1112 compensation.

1113 4. Each building will schedule activities for parent engagement that are part of each employee's
 1114 personal professional responsibility. Examples include open house, curriculum night, math night
 1115 and other similar activities. Such activities will not be scheduled for more than three and one half
 1116 (3.5) hours within the course of a school year.

1117 5. In addition to the District enrichment days, all state funded PLD's will be added to the total work
 1118 year calendar, and employee base contract.

1119 6. Compensation for these additional days is determined by the employee's placement on Additional
 1120 Compensation salary schedule.

1121

ARTICLE 19: BENEFITS

A. Employee Liability Insurance

1. Employees are protected against claims for bodily injury or property damage arising out of an employee's acts or omissions while performing or in good faith acting within the scope of their employment. Actions "within the scope of employment" include the operation of an employee's own vehicle when it is being operated with the consent of the District and while performing duties directed by the District.
2. Employees entitled to recover damages which they incur to their person or property arising out of an unlawful act of another person when the employee's injuries occur while he or she is acting within the scope of their employment. The act of maintaining order or of imposing discipline is an act within the scope of employment when it is being done at the direction of the District and within limitations imposed by the District.

B. Employee Personal Property Insurance

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

C. Health Insurance

1. Effective January 1, 2020 the District shall contribute to the state School Employees Benefits Board (SEBB) the state-required employer contribution per eligible employee per month.
2. Effective January 1, 2020 any employee who is on layoff or unpaid status may continue health insurance coverage pursuant to the federal COBRA program consistent with the requirements of the SEBB.

D. Annuities

1. The District will facilitate pay to any annuity program supervised and approved by the Sequim School District and permitted by law in lieu of salary. This sentence shall not be construed to limit participation in any other annuity program.

E. Immunization

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

ARTICLE 20: GRIEVANCE PROCEDURE

A. Definitions

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

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

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

B. Procedure for Processing Grievances:

1. Immediate Supervisor

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

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

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

2. Superintendent

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

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

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

3. Board of Directors

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

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

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

4. Arbitration

- a. If no satisfactory settlement is reached at Step 3, Board of Directors, the Association, within fifteen (15) working days of the receipt of the Step 3 decision may appeal the final decision of the District to FMCS or the American Arbitration Association for arbitration. It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited herein to make decisions in cases of alleged misinterpretation of, misapplication of, or violation of the terms and/or provisions of this agreement.

- b. The arbitrator shall hold a hearing within twenty (20) working days of his/her appointment. Ten (10) working days' notice shall be given to both parties of the time and place of the hearing. The arbitrator will issue his/her decision within twenty (20) days from the date final written briefs have been submitted or, if revised by both parties, twenty (20) days after the completion of the hearing.

- c. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted to him/her. The decision of the arbitrator shall be final and binding upon the District, the Association and the grievant(s).

d. Jurisdiction of Arbitrator

- i. The arbitrator shall have no power to add to, subtract from, disregard or modify the terms and provisions of this Agreement.
- ii. The arbitrator shall have no power or authority to make any decision, which requires the commission of an act prohibited by law.
- iii. The arbitrator shall have no power or authority to rule on any of the following:
 - a) The termination of services or failure to reemploy any employee to a position on the supplemental salary schedule.
 - b) The termination of services or failure to reemploy any provisional employee.
 - c) Any matter involving employee evaluation provided the evaluation procedure may be reviewed for procedural error.
 - d) Any matter involving employee probation, discharge or non- renewal.
 - e) Any matter involving Reduction in Force provided that the procedural application of Reduction in Force (Article 15) shall be subject to this article.

- 1234 C. Time Limits
- 1235 1. Time limits provided in this procedure may be extended by mutual agreement when signed by the
- 1236 parties.
- 1237 2. Failure on the part of the District at any step of this procedure to communicate the decision on a
- 1238 grievance within a specific time limit shall permit the Association to lodge an appeal at the next
- 1239 step of this procedure.
- 1240 3. Any grievance not advanced by the grievant from one step to the next within the time limits of
- 1241 that step shall be deemed resolved by the District's answer and the previous step.
- 1242 4. In order to expedite grievance adjudication, the parties agree that any Association grievances,
- 1243 class action grievances, and grievances involving the evaluation procedures will be lodged at Step
- 1244 2, Superintendent, of this procedure.
- 1245 D. Reprisals
- 1246 1. No reprisal of any kind will be taken by the District against any employee because of his
- 1247 participation in any grievance.
- 1248 E. Costs
- 1249 1. The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses
- 1250 shall be borne by the party incurring them.

ARTICLE 21: TERM, DURATION AND SEPARABILITY

- 1251 A. The contract shall be effective as of September 1, 2021 and shall remain in full force and effect through
1252 August 31, 2023.
- 1253 B. All members of the Bargaining Unit will be paid according to the salary schedules provided in schedules
1254 A, B, and C, of this Agreement. For 2021-22 the salary schedule shall be adjusted with base pay
1255 increased by one and twelve hundredths percent (1.12%) to recognize the conversion of the teacher
1256 preparation days before school and at the semester break to personal professional responsibilities
1257 compensated through base pay; by two percent (2%), the state inflationary adjustment, IPD; and by
1258 three and one half percent (3.5%). Enrichment days shall be decreased from five and one half (5.5) to
1259 four (4). The 2022-23 salary schedule shall be increased by one and seven tenths percent (1.7%) in
1260 lieu of enrichment days being reduced from four (4) to one (1) and the greater of IPD plus one-half
1261 percent (0.5%) or two and one half percent (2.5%).
- 1262 C. This Agreement constitutes the negotiated agreement between the parties and supersedes any
1263 previous agreements or understanding, whether oral or written, between them. This Agreement
1264 expressed herein in writing constitutes the full and complete Agreement between the District and the
1265 Association.
- 1266 D. The District agrees to notify the Association of any contemplated changes in policies and/or practices
1267 not covered by this Agreement that affect wages, hours, terms and conditions of employment. This
1268 Agreement shall be reopened to bargain the proposed changes as provided in this section at the
1269 request of either party in writing pursuant to Chapter 41.59 RCW.

Comprehensive Salary Schedule

Total Salary: 183 Days + 4 Enrichment Days								
STEP	BA-0	BA-15	BA-30	BA-45	BA-90	MA-0	MA-45	MA-90
0	\$ 53,551	\$ 54,997	\$ 56,494	\$ 57,998	\$ 62,815	\$ 64,202	\$ 69,020	\$ 72,128
1	\$ 54,270	\$ 55,738	\$ 57,257	\$ 58,822	\$ 63,691	\$ 64,917	\$ 69,785	\$ 72,869
2	\$ 54,958	\$ 56,437	\$ 57,973	\$ 59,660	\$ 64,517	\$ 65,634	\$ 70,491	\$ 73,609
3	\$ 55,665	\$ 57,162	\$ 58,709	\$ 60,452	\$ 65,301	\$ 66,317	\$ 71,159	\$ 74,354
4	\$ 56,360	\$ 57,921	\$ 59,476	\$ 61,281	\$ 66,158	\$ 67,029	\$ 71,905	\$ 75,125
5	\$ 58,691	\$ 58,877	\$ 60,219	\$ 62,124	\$ 66,979	\$ 67,755	\$ 72,612	\$ 75,897
6	\$ 59,467	\$ 59,711	\$ 60,976	\$ 62,973	\$ 67,806	\$ 68,500	\$ 73,333	\$ 76,629
7	\$ 60,258	\$ 60,558	\$ 62,316	\$ 64,421	\$ 69,328	\$ 69,894	\$ 74,805	\$ 78,187
8	\$ 61,050	\$ 61,420	\$ 64,335	\$ 66,615	\$ 71,587	\$ 72,086	\$ 77,055	\$ 80,571
9		\$ 62,288	\$ 66,466	\$ 68,832	\$ 73,921	\$ 74,300	\$ 79,390	\$ 83,024
10			\$ 68,629	\$ 71,164	\$ 76,319	\$ 76,633	\$ 81,788	\$ 85,542
11				\$ 73,563	\$ 78,829	\$ 79,031	\$ 84,302	\$ 88,130
12				\$ 75,886	\$ 81,408	\$ 81,525	\$ 86,878	\$ 90,827
13					\$ 84,052	\$ 84,107	\$ 89,520	\$ 93,581
14					\$ 86,706	\$ 86,763	\$ 92,348	\$ 96,447
15					\$ 88,960	\$ 89,017	\$ 94,748	\$ 98,953
16					\$ 90,739	\$ 90,797	\$ 96,645	\$ 100,932
17					\$ 90,739	\$ 90,797	\$ 96,645	\$ 100,932
18					\$ 90,739	\$ 90,797	\$ 96,645	\$ 100,932
19					\$ 90,739	\$ 90,797	\$ 96,645	\$ 100,932
20	\$ 63,492	\$ 64,780	\$ 71,374	\$ 78,922	\$ 94,369	\$ 94,429	\$ 100,510	\$ 104,969

Base Salary

183 Day Base Salary								
STEP	BA-0	BA-15	BA-30	BA-45	BA-90	MA-0	MA-45	MA-90
0	\$ 52,406	\$ 53,821	\$ 55,286	\$ 56,757	\$ 61,472	\$ 62,829	\$ 67,544	\$ 70,586
1	\$ 53,110	\$ 54,546	\$ 56,032	\$ 57,564	\$ 62,329	\$ 63,528	\$ 68,292	\$ 71,311
2	\$ 53,782	\$ 55,230	\$ 56,733	\$ 58,384	\$ 63,137	\$ 64,230	\$ 68,983	\$ 72,035
3	\$ 54,474	\$ 55,939	\$ 57,453	\$ 59,159	\$ 63,904	\$ 64,899	\$ 69,637	\$ 72,764
4	\$ 55,155	\$ 56,682	\$ 58,204	\$ 59,971	\$ 64,743	\$ 65,595	\$ 70,367	\$ 73,518
5	\$ 57,435	\$ 57,617	\$ 58,931	\$ 60,795	\$ 65,547	\$ 66,306	\$ 71,059	\$ 74,274
6	\$ 58,195	\$ 58,434	\$ 59,672	\$ 61,626	\$ 66,356	\$ 67,035	\$ 71,765	\$ 74,990
7	\$ 58,969	\$ 59,263	\$ 60,983	\$ 63,043	\$ 67,846	\$ 68,399	\$ 73,205	\$ 76,515
8	\$ 59,745	\$ 60,106	\$ 62,959	\$ 65,190	\$ 70,056	\$ 70,544	\$ 75,407	\$ 78,848
9		\$ 60,956	\$ 65,045	\$ 67,359	\$ 72,340	\$ 72,711	\$ 77,692	\$ 81,248
10			\$ 67,161	\$ 69,642	\$ 74,686	\$ 74,993	\$ 80,039	\$ 83,713
11				\$ 71,990	\$ 77,143	\$ 77,340	\$ 82,498	\$ 86,245
12				\$ 74,263	\$ 79,666	\$ 79,782	\$ 85,020	\$ 88,884
13					\$ 82,254	\$ 82,307	\$ 87,605	\$ 91,579
14					\$ 84,851	\$ 84,907	\$ 90,372	\$ 94,384
15					\$ 87,057	\$ 87,113	\$ 92,721	\$ 96,837
16					\$ 88,798	\$ 88,855	\$ 94,577	\$ 98,773
17					\$ 88,798	\$ 88,855	\$ 94,577	\$ 98,773
18					\$ 88,798	\$ 88,855	\$ 94,577	\$ 98,773
19					\$ 88,798	\$ 88,855	\$ 94,577	\$ 98,773
20	\$ 62,134	\$ 63,394	\$ 69,847	\$ 77,233	\$ 92,350	\$ 92,409	\$ 98,360	\$ 102,724

Daily Rate

Daily Rate (based on 183 days)								
STEP	BA-0	BA-15	BA-30	BA-45	BA-90	MA-0	MA-45	MA-90
0	\$ 286	\$ 294	\$ 302	\$ 310	\$ 336	\$ 343	\$ 369	\$ 386
1	\$ 290	\$ 298	\$ 306	\$ 315	\$ 341	\$ 347	\$ 373	\$ 390
2	\$ 294	\$ 302	\$ 310	\$ 319	\$ 345	\$ 351	\$ 377	\$ 394
3	\$ 298	\$ 306	\$ 314	\$ 323	\$ 349	\$ 355	\$ 381	\$ 398
4	\$ 301	\$ 310	\$ 318	\$ 328	\$ 354	\$ 358	\$ 385	\$ 402
5	\$ 314	\$ 315	\$ 322	\$ 332	\$ 358	\$ 362	\$ 388	\$ 406
6	\$ 318	\$ 319	\$ 326	\$ 337	\$ 363	\$ 366	\$ 392	\$ 410
7	\$ 322	\$ 324	\$ 333	\$ 344	\$ 371	\$ 374	\$ 400	\$ 418
8	\$ 326	\$ 328	\$ 344	\$ 356	\$ 383	\$ 385	\$ 412	\$ 431
9		\$ 333	\$ 355	\$ 368	\$ 395	\$ 397	\$ 425	\$ 444
10			\$ 367	\$ 381	\$ 408	\$ 410	\$ 437	\$ 457
11				\$ 393	\$ 422	\$ 423	\$ 451	\$ 471
12				\$ 406	\$ 435	\$ 436	\$ 465	\$ 486
13					\$ 449	\$ 450	\$ 479	\$ 500
14					\$ 464	\$ 464	\$ 494	\$ 516
15					\$ 476	\$ 476	\$ 507	\$ 529
16					\$ 485	\$ 486	\$ 517	\$ 540
17					\$ 485	\$ 486	\$ 517	\$ 540
18					\$ 485	\$ 486	\$ 517	\$ 540
19					\$ 485	\$ 486	\$ 517	\$ 540
20	\$ 340	\$ 346	\$ 382	\$ 422	\$ 505	\$ 505	\$ 537	\$ 561

Enrichment Days

4 Enrichment Days								
STEP	BA-0	BA-15	BA-30	BA-45	BA-90	MA-0	MA-45	MA-90
0	\$1,145	\$1,176	\$1,208	\$1,241	\$1,344	\$1,373	\$1,476	\$1,543
1	\$1,161	\$1,192	\$1,225	\$1,258	\$1,362	\$1,389	\$1,493	\$1,559
2	\$1,176	\$1,207	\$1,240	\$1,276	\$1,380	\$1,404	\$1,508	\$1,575
3	\$1,191	\$1,223	\$1,256	\$1,293	\$1,397	\$1,419	\$1,522	\$1,590
4	\$1,206	\$1,239	\$1,272	\$1,311	\$1,415	\$1,434	\$1,538	\$1,607
5	\$1,255	\$1,259	\$1,288	\$1,329	\$1,433	\$1,449	\$1,553	\$1,623
6	\$1,272	\$1,277	\$1,304	\$1,347	\$1,450	\$1,465	\$1,569	\$1,639
7	\$1,289	\$1,295	\$1,333	\$1,378	\$1,483	\$1,495	\$1,600	\$1,672
8	\$1,306	\$1,314	\$1,376	\$1,425	\$1,531	\$1,542	\$1,648	\$1,723
9		\$1,332	\$1,422	\$1,472	\$1,581	\$1,589	\$1,698	\$1,776
10			\$1,468	\$1,522	\$1,632	\$1,639	\$1,749	\$1,830
11				\$1,574	\$1,686	\$1,690	\$1,803	\$1,885
12				\$1,623	\$1,741	\$1,744	\$1,858	\$1,943
13					\$1,798	\$1,799	\$1,915	\$2,002
14					\$1,855	\$1,856	\$1,975	\$2,063
15					\$1,903	\$1,904	\$2,027	\$2,117
16					\$1,941	\$1,942	\$2,067	\$2,159
17					\$1,941	\$1,942	\$2,067	\$2,159
18					\$1,941	\$1,942	\$2,067	\$2,159
19					\$1,941	\$1,942	\$2,067	\$2,159
20	\$1,358	\$1,386	\$1,527	\$1,688	\$2,019	\$2,020	\$2,150	\$2,245

SCHEDULE B: SUPPLEMENTAL CONTRACTS

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

EXHIBIT B

1270 Secondary Department Chairs and Elementary Grade Level Chairs

1271 Employees in the bargaining unit who function as head of a department or grade level in addition to their
1272 regular duties shall be compensated in addition to their regular salary. The amount paid shall be 2% of the
1273 salary schedule base plus 0.25% of the base for each FTE represented above 4 FTE.

1274 Grades K through 5 will have grade level chairs in each school, a Special Programs Teacher's Chairperson, and
1275 a chairperson for a group called "Other Teachers."

1276 Helen Haller & Greywolf elementary grouping of teachers:

1277 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
Special Education Chair	2% of base + .25% for each FTE above 4
Other Teachers Chair	2% of base + .25% for each FTE above 4

1278 The following department chairs will be paid supplemental contracts in the middle school:

1279 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

1280 The following department chairs will be paid supplemental contracts in the high school:

1281 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
Social Studies	2% of base + .25% for each FTE above 4
Special Education	2% of base + .25% for each FTE above 4

1282 **Grade level Chair responsibilities:**

1283 Coordinate the following:

- 1284 1. Ordering of materials
- 1285 2. Field Trips
- 1286 3. Report card revisions
- 1287 4. Grade level meetings
- 1288 5. Cross grade level meetings
- 1289 6. Allocation of grade level budgets
- 1290 7. The chairperson would also be the liaison for all grade level complaints, problems, and questions.

1291 **Department Chair responsibilities:**

1292 Coordinate the following:

- 1293 1. Regularly scheduled department meetings
- 1294 2. Ordering of materials
- 1295 3. Recommends teaching assignments to Principal
- 1296 4. Curriculum continuity
- 1297 5. Recommends student placement for class scheduling
- 1298 6. In-Service training
- 1299 7. Orientation of new teachers
- 1300 8. Allocation of department budgets

1301 These descriptions are not meant to be definitions; the details for each position will be determined by
1302 collaboration with the building principals.

1303 The chair shall be selected by the department certificated employees or grade level teachers in each school
1304 subject to the approval of the building principal. The chair or their designee in each school, together with the
1305 building administrators, shall constitute the Building Council. The designee is subject to approval of the
1306 building principal.

1307 Each Building Council will have the primary responsibility of seeking the professional recommendations and
1308 concerns of the building staff and representing those in building decision processes.

- 1309 1. District or Building administrators may propose concerns for Council consideration
- 1310 2. Building Council members and certificated members of the building may propose concerns for Council
1311 consideration
- 1312 3. Concerns that might be appropriate for building Councils include but are not limited to:
- 1313 4. Allocation of school budgets
- 1314 5. Report Card policies
- 1315 6. School discipline policy
- 1316 7. Enrichment training
- 1317 8. Long range curriculum planning and coordination
- 1318 9. Interviewing & recommending new school administration and support personnel

1319 Building Council will have the authority to communicate their concerns and recommendations to the building
1320 and District administrators, to the School Board, and to the faculty as appropriate. Recommendations to the

1321 Superintendent or the Board shall be made through the Principal. It is recognized that the final responsibility
1322 for the operation of the Sequim School District remains with the Board and the administration.

APPENDIX A: EXAMPLES OF ADDITIONAL RESPONSIBILITY

- 1323 • Preparation for school opening
- 1324 • Work connected with the conclusion of the school year
- 1325 • Conferencing/communicating with students and/or parents
- 1326 • Supporting school programs and student activities
- 1327 • Providing individual help to students
- 1328 • Preparation and revision of materials
- 1329 • Ongoing evaluation of student work with focused feedback
- 1330 • Planning and extended collaboration with colleagues in areas of differentiated instruction and curriculum/assessment development
- 1331 • Participating in professional development including workshops, classes and learning communities
- 1332 • Researching educational materials and supplies
- 1333 • Improving and maintaining professional skills specific to the education assignment and/or teaching discipline
- 1334 • Working with computers and technology as related to educational issues
- 1335 • Attending District and/or school-connected meetings, staff meetings and IEP meetings.

APPENDIX B: STAFF APPEAL PROCEDURE

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)
