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PREAMBLE

This Agreement made and entered into this 10th day of September, 2018 2nd day of October, 2017 by and between the Board of Directors of the Sequim School District No. 323, County of Clallam, Washington, hereinafter referred to as the “District” or “Board,” and the Sequim Education Association, hereinafter referred to as the “Association,” includes the following articles and provisions:

ARTICLE 1: RECOGNITION

Section A: The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate with the Board only through the negotiation agent or agents officially designated by the Board to act on its behalf.

Section B: The Board recognizes the Association as the exclusive bargaining agent for all regularly employed certificated personnel who hold a valid contract with the District or who are on leave except for the chief administrative officer, principals, assistant principals, all directors, executive directors and any other certificated employees who may be excluded by state law. Substitute employees who have served twenty (20) consecutive days in the same position shall be subject only to the following provisions of this Agreement: Article 19, Salary schedule placement.

ARTICLE 2: ADMINISTRATION OF AGREEMENT

Section A: This Agreement shall be governed and construed according to the Constitution and laws of the State of Washington, and the Constitution and laws of the Federal Government of the United States of America. If any provision of this Agreement is determined to be invalid by operation of law, such provision shall be inoperative, but the remainder of the Agreement shall remain in full force and effect for the duration of this Agreement. Without limitation of the foregoing, the parties expressly understand and agree that the District has the responsibility to implement at least the minimum standards imposed upon it by RCW 28A.150.200 et. seq. (The Washington Basic Education Act of 1977) as it may from time to time be amended.

Section B: Agreement will be put on District web site. Paper copies will be available in all school offices as well as the District office. Both the District and SEA will share equally in any cost of paper copies.

Section C: Labor Management Meetings. The District and SEA both agree that regular, scheduled labor management committee meetings are beneficial to the parties’ labor relationship and that such meetings provide a forum for on-going communication, collaboration, and problem solving.

1. The District and SEA agree that the Superintendent and the Director of Human Resources will meet with the President of the SEA and an SEA officer of the President’s choosing, as well as a UniServe representative if any, to discuss matters that are of concern to the SEA. The District may also use this time to share

- 81 management or academic innovations that are being contemplated, or to provide
82 notice of intended changes so that the SEA may request bargaining over such
83 changes.
- 84 2. The meetings will be scheduled at a mutually-convenient time outside of class hours
85 at a minimum of one time per month and at the request of either party during any
86 period between regularly-scheduled meetings.
- 87 3. Either party may bring items for discussion to the labor management meetings. A
88 proposed agenda will be shared at least two days prior to the meeting, but the meeting
89 will not be limited to the proposed agenda and either party may also bring other
90 topics to the table for consideration.

91 **ARTICLE 3: PAYROLL DEDUCTION**

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93
94 **Section A:** It shall be the right of educators who are members of SEA to have
95 membership dues to SEA and to state and national organizations with which they are affiliated
96 automatically deducted from the payroll once each month and forwarded to the single recipient
97 designated by the Association for so long as SEA is the legally constituted bargaining agent for
98 the certificated employees.

99
100 **Section B:** Any certificated employee who is a member of the Association, or who has
101 applied for membership, shall sign and deliver a payroll deduction authorization form to the
102 Association. Such membership authorization shall continue in effect from year to year unless
103 revoked in writing by the concerned member and sent to the Association and the District office.
104 Such revocation may occur at any time at the concerned member's discretion. Such revocation
105 shall become effective the following month.

106
107 **Section C:** The Association shall submit a copy of all signed authorization forms to the
108 District office by the first day of the month in which it is to be effective.

109
110 **Section D:** The Association shall provide the District office information as to the amount
111 of annual dues and assessments by September 1.

112
113 **Section E:** Dues deductions for certificated employees employed after the
114 commencement of the school year shall be appropriately prorated and a copy of the signed
115 payroll deduction authorization form submitted to the District within seventy (70) days after
116 employment.

117
118 **Section F:** Upon appropriate written authorization from a certificated employee the
119 Board shall deduct from the salary of any certificated employee and make appropriate remittance
120 for annuities, previously approved charitable donations, insurance benefits, or other plans or
121 programs jointly agreed to by the Association and the District, in accordance with RCW
122 28A.67.095 and any other applicable State laws and regulations.

123
124
125 **Section G:** The Association and its members will hold the District harmless against any
126 claims made against and any suit instituted against the District for errors not of its own making
127 on account of payroll deductions. The Association agrees to refund to the District any amount
128 paid to it in error on account of the check-off provision.

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ARTICLE 4: RIGHTS OF THE PARTIES

MANAGEMENT RIGHTS

Section A: 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.

Section B: 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.

ASSOCIATION RIGHTS

Section A: 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.

Section B: 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.

Section C: The Association shall have access to bulletin boards so as to post notices of activities and matters of Association concern. Excluded from this provision will be material pertaining to District school board elections.

Section D: 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.

Section E: The Association and its representatives shall have access to District certificated employees provided that it does not disrupt the educational program.

Section F: 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.

Section G: 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.

Section H: 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.

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Section I: 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.

EMPLOYEE RIGHTS

Section A: Employees shall be entitled to full rights of citizenship. The District agrees there shall be no discrimination or discipline by reason of age, sex, 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), private or personal life, race, creed, color, national origin, domicile, political activity or lack thereof, religion, the presence of any sensory, mental or physical handicap unless based on a bonafide occupational qualification. 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.

Section B: 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.

Section C: 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.

Section D: 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 28A.405.

Section E. 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:

225 1. They shall notify the employee or employees involved, within 20 working
226 days of the nature of the charge, complaint, or request and the name of the filing person.
227 The District reserves the right to extend the 20 day calendar, if the timeline could
228 jeopardize the completion of the investigation. Notice shall be written, and a copy shall
229 be provided to the employee(s) at the time of notification of any investigation. The
230 nature of the charge, complaint, or request shall include a specification of the time frame,
231 location, and description. The employee has the right to request union representation
232 during any investigatory interview. The Parties recognize the stressful nature of any
233 investigation, and the District will make every attempt to deliver such notice at a time
234 least disruptive to the educational program. Ideally, the employee should not have to
235 return to a classroom situation, or continue to work with students in any setting, on the
236 day he or she receives such notice.

237
238 2. Unless other action is mandated by statute, no action will be taken that would
239 affect the educational process until the employee or employees have had a reasonable
240 time to research and respond and the following procedures applied. It will be the
241 employee's obligation to make an appropriate response to the charge, complaint, or
242 request.

243
244 3. If an employee is using adopted texts, materials or procedures, Board Policy
245 will be followed to process any complaints.

246
247 4. If a written report was issued as a result of the investigation then the employee
248 shall receive a copy.

249
250 5. Both the Association and the District recognize that a charge, complaint, or
251 request results in a high level of stress for the employee(s) and agree that a strong support
252 system should be available to the employee(s). Any personal matter shall be handled in a
253 confidential manner.

254
255 Section F: No mechanical or electronic device shall be used in any classroom or brought
256 in on a temporary basis, by means of which any person shall be able to listen to or record the
257 proceedings of any class or parent/teacher conference without prior permission obtained from the
258 teacher and approved by the building principal, unless otherwise required by law or as an
259 accommodation. Video cameras and recording devices installed for security purposes shall not
260 be utilized to provide evaluation of teacher performance. However, in cases of alleged employee
261 or student theft or misconduct, video will be reviewed by the administration to assist in
262 determining if the act is substantiated.

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264 Section G: Employees will be notified before any student is admitted into a class if it is known
265 the student has committed physical or verbal assault or if the student has a known, documented
266 history of violent or threatening behavior.

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ARTICLE 5-PROFESSIONAL DEVELOPMENT

Section A: The District shall provide District in service training in areas of identified needs. The Association shall be provided an opportunity to consult with the District regarding topics of interest during labor management meetings.

ARTICLE 6: USE OF FACILITIES

Section A: All certificated employees will have access to those school facilities necessary to pursue and accomplish applicable educational objectives and such personal uses as are consistent with District policy. Employees shall have the right and responsibility to report any conditions that they deem unsafe or detrimental to a proper learning environment to the building principal and may expect a timely and prudent response.

Section B: In order to permit freedom of access both during and after regular school hours, all certificated employees will be given keys to their respective classrooms, lavatories, and outside door of their assigned building. No keys shall be loaned to any other person or used by any other person except under the immediate supervision of the employee nor duplicated by anyone other than the appropriate administrative authority. Unless special arrangements are made, all keys will be returned at the close of the school year to the appropriate building administrator as part of the checkout procedure.

Section C: Outside of normal working hours, access to areas other than those accessible with the assigned key can be obtained through arrangement with the school office.

Section D: Each building shall have available for each employee space to store instructional materials and supplies; space and equipment to aid in the preparation of instructional materials; a desk, chair, networked computer, phone, and a filing space for each employee.

Section E: The District will attempt to provide one classroom for each FTE teacher and specialist.

Section F: A faculty room, similarly equipped, will be provided in each school for use of employees. The room shall be large enough to accommodate building staff and shall have adequate heat, lights, ventilation, food preparation facilities, sink, furniture and telephone. Each building administrator shall establish procedures sufficient to accommodate employees' reasonable requirements for typing and duplicating, and access to faculty rooms.

Section G: The District will provide parking facilities for all employees.

ARTICLE 7: PERSONNEL FILES

Section A: Employees or former employees shall have access to personnel files as per the provision of RCW 42.17.; that is; employees have the right to inspect all contents of their

315 personnel files which shall be maintained in the District Administrative Office and working files
316 which may be maintained by the building principal.

317

318 Section B: Employees shall be notified within ten (10) school days and have the right to
319 respond to all material placed in his/her personnel file. The principal's working file shall not
320 carry over from one principal to another.

321

322 Section C: Employees shall have the right to petition the Superintendent or the Board for
323 removal of derogatory material.

324

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ARTICLE 8: STUDENT DISCIPLINE

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327 Section A: The exercise of student discipline by staff, administration and the Board of
328 Directors shall be in conformance with federal and state law, appropriate provisions of the
329 Washington Administrative Code and District policy.

330

331 Section B: In recognition of the parties' joint responsibility for the maintenance of
332 control and discipline in the schools, the building administrators shall schedule and hold a
333 faculty meeting prior to October 1 of each year this Agreement is in effect for the express
334 purpose of presenting and discussing with the faculty the guidelines for student behavior, staff
335 responsibilities, and administrative support. The District shall give due consideration to faculty
336 suggestions in developing or amending District policy and administrative guidelines on the
337 matter of student discipline.

338 The Board and Superintendent shall support and uphold employees in their efforts to
339 maintain discipline in the District and shall give timely response to all employees' requests
340 regarding discipline problems. Further, the authority of employees to use prudent disciplinary
341 measures for the safety and well-being of students and employees as well as the authority to use
342 standard disciplinary measures for each student with disabilities, except where exceptions are
343 noted in the IEP, is supported by the Board. In the exercise of authority by an employee to
344 control and maintain order and discipline, the employee may use reasonable and professional
345 judgment, including reasonable use of physical restraint to prevent injury to himself/herself or
346 others.

347 Section C: The District's failure to adhere to the provisions of this Article shall not, of
348 itself, serve to excuse an employee's unsatisfactory performance in the handling of student
349 discipline and attendant problems as set out in Article XIII but shall be subject to Article XXI
350 (Grievance Procedure).

351

352 Section D: Any act of violence or force by a student toward a district employee shall be
353 grounds for discipline in accordance with Board Policy, up to and including immediate
354 suspension or expulsion. If the student is suspended, prior to his/her return to the classroom a
355 conference with the student, parent (whenever possible), administrator, and teacher will be held

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ARTICLE 9. ACADEMIC FREEDOM

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359 Section A: Academic freedom includes the right of teachers to study, investigate, and
360 interpret facts and ideas concerning humans, society, the physical and biological world and other

361 branches of knowledge. The right to academic freedom herein established shall include the right
362 to support or oppose political causes and issues outside of contracted hours.

363

364 Section B: Academic freedom must be exercised consistent with the policies and
365 curriculum of the District. Academic freedom includes a responsibility to cultivate manners,
366 honesty, honor, industry, economy, and good health, and to teach the principles of patriotism, the
367 democratic tradition, and the rights, duties and dignity of American citizenship. Academic
368 freedom also includes a commitment to the welfare growth and development of children, and the
369 insistence on objective scholarship. Teachers shall take into account the relative immaturity of
370 their students and the need for guidance and help in studying controversial issues. Teachers shall
371 use the utmost in professional judgment in planning the inclusion of controversial issues or
372 resources in classroom presentations. The teacher's answer(s) to spontaneous classroom
373 questions are subject to the same exercise of professional judgment. The presentation and
374 discussion of controversial issues in the classroom shall be on an informative basis and shall be
375 primarily motivated to develop in students a willingness to examine significant positions on an
376 issue in drawing inferences or conclusions.

377

378 Section C: The Board and the Association recognize that the ability of pupils to progress
379 and mature academically is the combined result of school, home, church, economic and social
380 environment, and that the teacher alone cannot be held solely accountable for academic
381 achievement of the pupil in the classroom.

382

383 Section D: Teachers shall be responsible for clearing outside speakers with the principal.

384

385 Section E: Instructional Materials Committee—In addition to the requirements for
386 participants of the Instructional Materials Committee pursuant to Board Procedure 2020P,
387 building principals and secondary department heads over the content area(s) that are subject of
388 the curriculum adoptions shall collaboratively appoint an SEA member from each building who
389 is current teaching in that subject. These appointed designees shall be full voting members in
390 any decision made by the Instructional Materials Committee—Secondary.

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ARTICLE 10: CONTRACTS

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396 Section A: All individual employee contracts shall be subject to and consistent with
397 Washington State Law and the terms and conditions of this Agreement. Any individual
398 employee contract hereinafter executed shall expressly provide that it is subject to the terms of
399 this Agreement between the Board and the Association. If any individual employee contract
400 contains any language inconsistent with this Agreement, this Agreement during its duration shall
401 be controlling.

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1. The District shall provide each employee a contract with the basic teaching assignment indicated therein and in conformity with Washington State Law, State Board of Education regulations and this Agreement. Each contract will be accompanied by a copy of the appropriate salary schedule.

408 2. Regular contracts will be issued for duties requiring certificated employees
409 during the contract day and the normal contract year. There are two types of regular
410 contracts - continuing and leave replacement.
411

412 3. The base contract year shall include state funded student days, the last of which
413 shall be a half day. Teacher's contract year shall be fulfilled when building check-out procedures
414 have been completed. TRI days scheduled by the District will allow teachers to use one day
415 devoted to teacher classroom setup. Employees will be required to sign in to the building on this
416 day to receive pay.
417

418 4. Employees who are new to the District shall be required to attend additional days
419 for district and/or building orientation prior to the beginning of the school year. Compensation
420 will be at the employee's per diem. The Association will be given one hour to conduct
421 Association business during the new teacher orientation.
422

423 Section B: The assignment of supplemental contracts shall be at the discretion of the
424 Board and acceptance of the assignment shall be at the discretion of the employee. Once
425 accepted, payment shall be as set forth on Schedule B and in equal monthly installments
426 beginning with the first month following issuance of the contract or in such other method as is
427 mutually agreeable between the parties. Notice of an opening of a co-curricular assignment shall
428 be given to certificated staff prior to notice to non-staff. Whenever possible, supplemental
429 contracts for the next year will be offered at the same time the teaching contracts are.
430

431 Section C: Extended contracts are considered supplemental contracts, and will be offered
432 as other supplemental contracts depending on the needs and financial capability of the school
433 district. Extended contracts are normally of two types: (a) for additional days of work outside of
434 the regular contracted day or (b) for additional workloads as extra classes, etc., falling within the
435 regular contracted period.
436

437 Section D: An offer of Continuing and Leave Replacement contracts must be returned by
438 the employee within fourteen (14) calendar days of date of issuance. If not returned by that date,
439 a contract will be presumed to be rejected unless other arrangements have been made with the
440 Superintendent. Contracts must be issued either personally or by certified mail.
441

442 Section E: An employee under contract shall be released from the obligation of the
443 contract upon request under the following conditions after first submitting a letter of resignation
444 to the superintendent's office.
445

446 1. A release from contract, prior to July 1, may be granted provided a letter of
447 resignation is submitted prior to that date.

448 2. A release from contract shall be granted after July 1 provided a satisfactory
449 replacement can be obtained.
450

451 3. A release from contract shall be granted without penalty in cases of illness or
452 other personal matters, which make it impossible for the employee to continue in the
453 District.
454

503 Except as otherwise provided herein, the provisions of Article XIII shall govern in the
504 evaluation, placement on probation, evaluation during probation and post-probation.
505

506 Section B: Either the District or either of the employees participating in the sharing of a
507 position may elect to terminate the arrangement at the end of any contract year providing notice
508 of intent to do so is delivered to the District or to the affected employees by April 1st of the
509 applicable year. If the District shall elect to terminate the arrangement, each employee employed
510 one-half time shall be entitled to a full-time contract for the succeeding year except that no
511 employee employed full-time in the District shall be “riffed” (See Article XV, Reduction-in-
512 Force) to accommodate a full-time contract for an employee(s) participating in the sharing of a
513 position.
514

515 Section C: If either of the employees participating in the sharing of a position desires to
516 terminate the arrangement, each employee may make application for a full-time position but the
517 Board of Directors shall not be obligated to accept the application. If either of the employees
518 desires to terminate the arrangement and submits a resignation from employment, the employee
519 remaining in the sharing of a position shall be obligated, at the discretion of the Board, to accept
520 a full-time contract. A replacement employee for the resigning employee with which to join in
521 the application for a new sharing of a full-time position may be sought. Employees who
522 participate in the sharing of a position shall not be entitled to make application for or receive
523 unemployment compensation for the .5 FTE voluntarily surrendered by the employee.
524

525 ARTICLE 12: WORK SCHEDULES

526

527 Section A: Regular building hours for teachers shall be seven and one-half (7 1/2) hours
528 per day inclusive of lunch. Reasonable starting and dismissal times, which may vary from
529 school to school and program to program, shall be determined by the Board.

530 1. When there is a delayed start of school the teachers’ work day will begin as
531 soon as they are safely able to get to school, but no less than 30 minutes before the
532 delayed start.

533 2. If school is dismissed early as a result of a safety related reason teachers may
534 leave as soon as the students directly in their care have left the school campus.

535 Section B: In addition to regular building hours and consistent with the traditional
536 expectations associated with the performance of professional employees, the following shall
537 apply:
538

539 1. Teachers shall spend time outside of building hours to the extent necessary for
540 adequate preparation of instruction.
541

542 2. Both parties recognize that a teacher’s actual workweek exceeds the 37 1/2
543 hours per week required by Section A above.
544
545

546 Section C: Teachers will be available to meet with students and parents 30 minutes
547 before and after the student day. Teachers shall be released from Building meetings at least 15
548 minutes before the start of the student day.

549

550 Section D: Teachers shall adhere to the daily schedule and shall make no commitments
551 which will preclude their being present to perform their contracted responsibilities. Requests for
552 exceptions must be submitted to the principal prior to the anticipated teacher absence and/or late
553 arrival or early leaving.

554

555 Section E: Each employee shall have a thirty (30) minute duty free uninterrupted lunch
556 period between 10:45 a.m. and 1:15 p.m.

557

558 Section F: The District recognizes the importance of professional growth activities,
559 individual building meeting needs and the collaboration of teachers, and therefore will make
560 reasonable efforts to establish ongoing professional development opportunities by seeking the
561 advice of the administrative team, the Association, and community members.

562

563 Section G: Educators in Sequim recognize that all schools must meet specific annual
564 instructional hours to meet Washington State Accreditation requirements. The District
565 recognizes that planning time provided within the work day is not adequate to accomplish all the
566 tasks necessary to plan and prepare for instruction, grade student work, communicate with
567 parents, and fulfill many other duties. Sequim educators also recognize that each grade level has
568 differences in schedules, student supervision expectations, and course credit requirements. In an
569 effort to allow flexibility in building scheduling, and yet recognize the need for daily planning
570 time, preparation, and communication with parents, the following conditions shall apply.

571 1. Planning time is not release time and teachers will not leave campus without
572 notifying the building administrator or the building secretary, as to their whereabouts and
573 estimated time of return.

574 2. It is recognized that planning time is teacher directed time, and as such
575 administrators shall attempt to avoid scheduling meetings, other than parent meetings and
576 pre and post observation and evaluation conferences, during a teacher's planning time
577 without the consent of the teacher.

578

579 3 Planning time will consist of 520 minutes every two weeks. Planning time will
580 occur every day. It shall remain exclusive of the duty free lunch and the 30 minutes before and
581 after school. It shall consist of blocks of time that are no less than 40 minutes.

582

583 4. Planning time for days shortened by alternative schedules for K-12 teachers shall be
584 prorated. Daily planning time may not be lost more than three times per year due to training
585 scheduled by the building administration or District.

586

587

588 Section H: Any employee covered by this agreement who covers a class for another
589 employee must have administrative approval. An employee who has a contract greater than or
590 equal to 0.6 FTE shall be paid at the flat rate (hourly rate) equal to 0.108% of the base in the
591 column BA 0. (\$50.00 per hour for the 2018-19 contract.) An employee with a contract for less
592 than 0.6 FTE shall be paid at the substitute rate. Acceptance of this assignment shall be on a
593 voluntary basis except when a paid substitute cannot be obtained.

594

595 Claims for payment will be submitted to the building principal within 30 days of the time
596 worked. Failure to do this will result in the forfeiture of payment. A payment will be added to the
597 regular salary payment for the teacher provided each month.

598

599 Section I: Secondary school teachers shall not be assigned more than two non-related
600 subject fields except by mutual consent of the teacher and principal. Provisions of this policy
601 will be in effect during normal working times. During unusual circumstances provisions of the
602 reduction in force policy (included as part of this agreement) will be in effect. Secondary school
603 principals will make a definite attempt to limit the number of different subjects and/or
604 preparations required of individual teachers in grades seven through twelve to no more than three
605 (3).

606

607 Section J: Periodic parent/teacher conferences shall be scheduled by the principal,
608 counselor, and teacher during the workday unless the parent insists otherwise. In the elementary
609 school, students shall be dismissed for a minimum of 2 days, and kindergarten students shall be
610 dismissed for a minimum of 3 days in order to provide for formal parent/teacher/student
611 conferences provided compliance with the minimum contact requirements of the Basic
612 Education Act is maintained.

613

614 Section K: Parent teacher conference days will not go beyond the customary 7.5 hour
615 school work day. The staff at each school will work with their principal to schedule conferences
616 and no principal tri-time will be used for conferences. It is recognized the common work day on
617 a parent teacher conference day may be adjusted to later in the day and into the evening, or the
618 day may be broken into two work times with a non-work period separating the two work
619 sessions.

620

621 Section L: Part-time teachers will have pro-rata teaching, preparation time, and before
622 and after duty time as a part of their part-time contract.

623

624 Section M: Classroom teachers (e.g. librarians and science, art, music, and vocational
625 teachers) shall not be required to perform inventory tasks which cannot reasonably be
626 accomplished during the regular work day and contract year.

627

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

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1. Students with disabilities generally require more time and attention in the classroom. The building principal or designee will make every reasonable effort either to balance class loads and equally distribute students with disabilities consistent with the objectives stated herein or to offset an unequal distribution of students with disabilities by a lower class load.

2. 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.

3. When students with disabilities are placed for any portion of the day in the general education classroom, the classroom teacher will be notified and provided a copy of the IEP, or a brief description of the student's disability. The IEP is a confidential document and must be kept in a secure place. If the teacher is expected to provide specially designed instruction or accommodations, he/she will have the opportunity to meet with the special education staff to discuss the contents of the IEP and the specific accommodations.

4. 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 ed and special ed classrooms below these maximums. When classes exceed the following maximum, they will be considered to be overloaded:

Grades K 5 -	
Classroom	
K	20 students
1-3	22 students
4-5	26 students
Elementary Specialists	40 students
Grades 6 -8	29 students
Classroom	
Grades 9-12	32 students per class
6-12 Music	60 students
6-12 P.E.	40 students
Living Skills	13
Resource Room	18

5. In the event these established class size maximums are exceeded the district will relieve an overload situation upon notification from the teacher on the fifteenth day of

681 the semester of any overload with actual head counts of enrolled students in their classroom
682 by:

683 (a) Student transfer

684 (b) Addition of certificated staff (In the event there is no classroom space available,
685 certificated instructional staff may be added to the existing overloaded classroom thereby
686 reducing the student-teacher ratio. This classroom will no longer be considered
687 overloaded.)

688 (c) Forming new class sections

689

690 6. In the event that attempts to relieve an elementary class overload situation
691 by the fifteenth day of the semester are unsuccessful, the elementary classroom
692 teacher whose class(es) is/are in overload status will receive **five (5)** dollars per
693 student per day for a class in overload status beginning on the sixteenth day of
694 the semester.

695

696

697 Section O: Equity will be the focus when assigning students to classrooms. This includes
698 gender, ethnicity, academic ability, social skills, and IDEA recognized disabilities.

699

700 1. The following caseloads for Special Education and ESA employees are
701 intended as maximums whenever possible:

702 Resource Room 30 Students

703 Living Skills 13 Students

704 Speech and Language 45 Students

705 Psychologist 1:1000 Students

706

707

708 If an employee believes he/she has an excessive caseload, the employee should bring it to
709 the attention of the director of special services for possible relief options.

710

711 2. When any general or special education teacher believes an assigned student
712 with disabilities is not making sufficient progress he/she has the right to request the IEP
713 team consider changes in the IEP. Special education personnel shall have the right to
714 make recommendations for program and placement they believe necessary in order to
715 improve student learning.

716

717 3. Both parties recognize that in order to offer the full spectrum of Special
718 Services, and be in compliance with state and federal laws, many meetings must be held.
719 The District and building principals will make every effort to ensure that these meetings
720 are not scheduled, and do not extend, outside of regular building hours.

721 a. Staff whose presence is required by law or requested by the
722 administration shall be eligible for compensation if the IEP
723 meeting extends beyond the regular building hours

724 b. I-Team meetings should conclude within regular building hours. If
725 staff attendance is required by administration, teachers are eligible
726 for compensation.

727 4. Speech and Language Pathologists shall be reimbursed the full amount of the annual national
728 certification fee. This shall be done upon submission of receipts indicating the fee has been paid
729 and the individual has received certification for the current year.

730
731
732 5. Special education teachers may be eligible for IEP documentation time within
733 the school day. Eligibility for this option will be reviewed and determined with
734 administration at the beginning of each semester or trimester.

735 6. When a special education para is absent the district will attempt to provide a
736 para substitute beginning the first day of the absence.

737
738 Section P: All employees shall have five (5) full school days after the end of each quarter
739 to prepare student report cards. The only exception shall be at the end of second semester for
740 failing seniors, in which case it shall be the last day seniors are in attendance.

741
742 Section Q: The District can require employees to attend inservices two weeks prior to the
743 date students start school. Notice shall be given to employees by June 1 and the compensation
744 rate shall be per diem.

745
746 1. In-service programs scheduled during the work day shall be accommodated by
747 the early dismissal of students or use of substitutes. Attendance at such programs shall be
748 mandatory.

749
750 2. Attendance at any in-service programs or courses scheduled or recommended
751 at times other than during the workday shall be voluntary.

752
753 Section R: Employees who are selected to teach summer school shall be paid at their per
754 diem rate.

755
756 **ARTICLE 13: EVALUATION**

757
758
759 **PURPOSE:**

760 Both the district and the association share a core value: to promote a growth mindset for our youth and
761 our employees.

762 Supervision for the improvement of instruction is the function of the employee evaluation process.
763 Employees are expected to execute the core values inherent in the vision, mission, and goals of the
764 district's strategic plan.

765
766 The legislature finds that an evaluation system for teachers has the following elements, goals,
767 and objectives: (1) An evaluation system must be meaningful, helpful, and objective; (2) an
768 evaluation system must encourage improvements in teaching skills, techniques, and abilities by

769 identifying areas needing improvement; (3) an evaluation system must provide a mechanism to
770 make meaningful distinctions among teachers and to acknowledge, recognize, and encourage
771 superior teaching performance; and (4) an evaluation system must encourage respect in the
772 evaluation process by the persons conducting the evaluations and the persons subject to the
773 evaluations through recognizing the importance of objective standards and minimizing
774 subjectivity. (RCW 28A.405.110)

775 PROVISIONAL EMPLOYEES

776 Provisional employees are defined in RCW 28A.405.220 and shall be observed and evaluated
777 using the District's Evaluation Form, at least twice annually. The first evaluation shall be based
778 on an observation of not less than thirty minutes and completed no less than ninety (90) calendar
779 days of the commencement of contract year and the second not later than May 1. Provisional
780 employees shall not be placed on probation.

781 782 CONTINUING EMPLOYEES

783
784 Continuing employees are other than provisional employees and shall be evaluated at least once
785 annually after no less than two observations. Total observation time for each employee for each
786 school year shall be not less than sixty (60) minutes. All evaluations shall be completed not later
787 than June 1.

788 789 EVALUATIONS/OBSERVATIONS

790
791 Evaluations shall be based on no less than two observations of the employee in the performance
792 of their assigned duties. Observations may be either scheduled or unscheduled when the
793 employee is engaged in contracted duties, and may be shorter than 30 minutes but must directly
794 reference evaluation criteria. A minimum of one observation shall be thirty (30) minutes in
795 length while the employee is engaged in instruction.

796 797 GENERAL

- 798
799 1. If an employee is transferred to another position not under the supervisor's jurisdiction,
800 an evaluation shall be made at the time of such transfer. An employee on probation shall
801 not be transferred from the Supervisor's jurisdiction until the probationary period is
802 complete.
803
804 2. If an employee resigns during the school year, the final evaluation shall be based on
805 observations up to the date of the resignation and may be mailed to the employee.
806
807 3. Unsatisfactory evaluations must be supported by at least one observation report that has
808 indicated unsatisfactory performance. If an employee's evaluation will indicate
809 unsatisfactory performance in one or more of the criteria, such evaluation shall be
810 completed by May 1. The employee may request one additional observation be made
811 within thirty (30) additional calendar days of the request for the purpose of having the
812 evaluator observe if the marked deficiencies have been corrected.
813

- 814 4. Principals and other supervisors may conduct such additional observations at any time
815 during the school year for such additional periods of time, as they deem appropriate
816
- 817 5. Following each observation, the principal or other evaluator shall provide the employee a
818 copy of the observation report within five (5) working days after the observation. If
819 unsatisfactory performance is observed and noted, the Association President will be
820 provided a copy of the report form. A conference with the employee will occur within
821 five (5) working days of the date the employee is provided a copy of the report form.
822 The employee may request the meeting include representation by the Association.
823
- 824 6. All observation reports used in making the evaluation shall be attached to the evaluation.
825
- 826 7. The employee shall sign the School District's copy of the evaluation report to indicate
827 that he or she has received a copy of the report. The signature of the employee does not,
828 however, imply that the employee agrees with the contents of the evaluation report. The
829 employee may attach comments if desired.
830
- 831 8. Each evaluation report and supporting observations, along with any employee
832 attachments, shall be filed at the end of the school year in the employee's personnel file.
833
- 834 9. Employees assigned to subject matters for which they are not endorsed by certificates or
835 for which they have no major or minor, as the case may be, shall not be evaluated with
836 respect to criteria #4 (professional preparation) and #7 (knowledge of subject matter)
837 except for assistance.
838
- 839 10. After an evaluation the principal or the evaluator may require the teacher to take in-
840 service training provided by the district in the area of teaching skills needing
841 improvement, and may require the teacher to work with a mutually agreed upon mentor
842 for purposes of achieving such improvement (RCW 28A 405.140).
843
- 844 11. If the supervisor contemplates recommending that a continuing contract employee be
845 placed on probation, an evaluation shall be made no later than January 20.
846
- 847 12. If the evaluator has observed deficiencies in the employee's classroom performance and
848 the evaluation is determined to be "unsatisfactory" the evaluator shall develop a
849 probationary plan of improvement in accordance with RCW 28A.405.100. The purpose
850 of the probationary period is to give the employee opportunity to demonstrate
851 improvement in his or her areas of deficiency.
852
- 853 a. A probationary period of sixty (60) school days shall be established.
854 b. During the probationary period the evaluator shall meet with the employee at least
855 twice monthly to supervise and make a written evaluation of the progress, if any,
856 made by the employee.
857 c. The evaluator may authorize one additional certificated mentor to observe and
858 assist the probationer and aid the employee in his or her areas of deficiency.
859 d. The employee may be removed from probation at any time if he or she
860 demonstrates sufficient improvement to the principal of the building.

861 e. Lack of necessary improvement may constitute grounds for a finding of probable
862 cause for non-renewal. The superintendent will provide written notice thereof to
863 the employee on or before May 15 (RCW 28A.405.210).
864
865
866

867 **ARTICLE 14: ASSIGNMENT, TRANSFER & VACANCIES**

868

869 Section A: In the determination of voluntary assignments and transfers, the preference
870 and qualifications of the employee shall be considered to the extent that these considerations do
871 not conflict with the educational program. As to employees who desire transfer or reassignment,
872 the following procedure shall be used:
873

874 1. All vacancies and new positions will be posted on the District web site. A
875 vacancy occurs when a position within the bargaining unit is open. If a new position or
876 vacancy occurs during the school year it shall be posted on the District website.
877 Principals, working with their staffs, may make internal staffing assignments among
878 existing staff at a building for the upcoming school year prior to determining which
879 positions are vacant for purposes of posting.

880
881 1. The employee must notify the Superintendent and/or his designee within five
882 (5) days of his or her desire to be considered for a particular position.
883

884 2. All vacancies or new positions shall be filled on the basis of qualifications for
885 the position. Continuing, provisional, and non-retire/rehire leave replacement employees
886 of the District who make application for a vacancy or new position shall be assured an
887 interview. This opportunity will be extended through the summer months for those
888 employees who worked the previous school year.
889

890 3. The Superintendent or his designees shall inform the employee of the outcome
891 of his request in writing within a reasonable time in the event of a request for transfer and
892 within fifteen (15) days of the date the position is filled in the event of a request for
893 consideration of appointment to a vacancy.
894

895 4. In the event a vacancy occurs within twenty (20) days of the start of school,
896 the administration will make a reasonable attempt to meet the intent of this notification
897 and transfer process in the time available.

898 Section B: All positions that may require a transfer shall be posted on the District web
899 site. In the instance of involuntary transfer to a new assignment, employees shall be notified in
900 writing within a reasonable amount of time of any changes in their programs and schedules for
901 the ensuing school year or semester, including subjects taught and special assignments. The
902 District will provide one day per diem to any individual involuntarily transferred to another
903 classroom in the District.

904 1. When possible, employees shall be notified before summer break to allow
905 summer school preparation if necessary.
906

907 2. These conditions apply except when the Reduction In Force contained herein
908 is enforced.

909
910

911 Section C: The District will invite present certificated staff from the appropriate grade
912 level, department or school to assist in the development of criteria and interviewing of new
913 classroom teachers, librarians, counselors and principals. During vacation periods a reasonable
914 attempt will be made to meet the intent of this article.

915

ARTICLE 15: REDUCTION IN FORCE

917

Section 1 - General

918

A. Definitions:

919

920
921 Layoff – an action by the Board reducing the number of employees in the District due to
922 monetary reasons only; it does not refer to decisions to discharge or non-renew an employee for
923 cause.

924

925 Financial Emergency – a significant loss of funding resulting from double levy loss in the
926 same school year, declining enrollment, or other loss of revenue (e.g. a substantial reduction in
927 the state per-pupil allocation of funds, reduction in categorical funding, etc.) that requires the
928 involuntary separation of employees.

929

930 Reduction in Force (“RIF”) – reduction of number of employees resulting from a financial
931 emergency. Any employee placed on layoff status shall retain all accrued benefits as are
932 regularly extended to any employee on leave.

933

934 Qualifications – the appropriate Washington State Certificate, including endorsement, for the
935 subject and/or grade level to which the employee will be assigned. This includes any emergency
936 endorsements for which an employee may be eligible under state law such as WAC 181.82.105
937 (8) and WAC 181.82.110.

938

939 Seniority – length of certificated service. Seniority shall be prorated for less than full-
940 time service. Employees shall receive additional proportional seniority credit for additional work
941 such as summer school, but seniority credit shall not exceed 1.0 FTE for any given year.

942

943 Voluntary leave – leave requested and granted during a time of financial emergency for a
944 period of up to one year.

945

946 B. The Board has the right to determine that the certificated staff of the District should be
947 reduced for the following school year shall be by reason of financial emergency only. If the
948 Board determines that a financial emergency exists for the following school year, it shall adopt a
949 reduced plan of programs and services based upon the guidelines set forth in this Agreement.

950

Section 2 - Reduction Procedure

951

952
953 A. A Seniority List shall be established and published by the District by February 1st of
954 each year. Certificated staff shall have thirty (30) calendar days to notify the District

955 of any errors or discrepancies on the Seniority List. The updated Seniority List shall
 956 be distributed to staff and SEA on or before April 1 of each school year. The list
 957 shall include all certificated staff in the bargaining unit and shall include the
 958 following:

- 959
 960 1. Certification/endorsement information.
 961 2. Certificated teaching experience.
 962 3. Length of service within the District.
 963 4. Degree/Quarter Hour information.
 964

965 B. If reductions in certificated staff become necessary for the reason(s) set forth above,
 966 the following procedure shall be applied to identify those certificated staff members
 967 who must be laid off:
 968

- 969 1. Recommendations concerning financial resources of the District shall be
 970 presented to the Board by May 1 of each year.
 971

972 2. The Superintendent on behalf of the Board shall meet with and provide the
 973 Association with the financial status of the District, showing the need to lay off
 974 certificated staff and the process utilized in making this decision prior to May 1. In the
 975 event the Legislature has not passed the budget by May 1st the District will meet with the
 976 Association to agree to an alternate date.
 977

978 3. In an effort to eliminate the necessity of layoffs, a reasonable effort shall be made
 979 to ascertain the number of certificated positions which will be open for the following
 980 school year by reason of normal attrition as outlined below:
 981

- 982 a. Voluntary certificated personnel retirements.
 983 b. Normal certificated personnel resignations.

984 c. Before the implementation of the Reduction in Force procedures, all
 985 certificated staff shall have the opportunity to make written application for the school
 986 year's leave of absence without pay. The Board shall grant such leave of absence if the
 987 granting of such leave would eliminate the necessity of laying off a certificated
 988 employee, and such leave of absence will not further impair the modified education
 989 program to be retained.
 990

991 4. Layoffs shall occur only after the following occur:
 992

- 993 a. all retire-rehire employees are non-renewed;
 994 b. all leave replacement employees are non-renewed. Such vacancies shall not be
 995 filled except as indicated in Section 3, C. below.
 996

997 *Section 3 - Reduction in Force (RIF)*
 998

999 A. On or before May 15, unless State law permits an extended date, employees to be laid
 1000 off shall be identified pursuant to this Article. Such employees shall receive a notice
 1001 of probable cause for non-renewal of their individual contracts for the ensuing school

- 1002 year. Copies of the notices identifying employees of non-renewal shall be given to the
1003 SEA.
- 1004
- 1005 B. Reverse seniority shall be the basis for identifying the employees who are to be laid
1006 off.
- 1007
- 1008
- 1009 C. All retained employees shall possess such valid Washington State certificate as may
1010 be required for the position(s) under consideration. The retained employee must be
1011 qualified to teach in the particular level, subject area, or special program for which
1012 he/she is being considered. Qualification shall be determined on the basis of
1013 certification held at the beginning of the Reduction in Force.
- 1014
- 1015 D. Non-provisional employees who possess the appropriate Washington State Certificate
1016 may be placed in a position outside of their endorsed area and shall agree to complete
1017 state endorsement requirements for that position, pursuant to the emergency
1018 endorsement provisions of WAC 181.82.105 (8) and WAC 181.82.110.
- 1019
- 1020
- 1021 E. If ties exist, the following criteria will be used in descending order of importance:
- 1022
- 1023 1. District experience
- 1024
- 1025 2. Employee with the greatest number of quarter hour credits and clock hours
1026 beyond the initial BA.
- 1027
- 1028 3. If ties still exist, a drawing by lot will be held to determine which employee is
1029 retained. The SEA and the eligible employees for the drawing will be notified in
1030 writing of the date, place, and time of the drawing. The drawing will be conducted
1031 openly and at a reasonable time and place which will allow the affected
1032 employees and the SEA to be in attendance.
- 1033
- 1034

1035 *Section 4 - Employment Pool and Recall*

1036

- 1037 A. All employees who are not recommended for retention in accordance with these
1038 procedures shall be laid off from employment and placed in an employment pool for
1039 possible recall to employment. Employment pool personnel shall be recalled for
1040 available positions in the reverse order in which they were laid off by state seniority.
1041 This opportunity will occur after the following assignments have been completed:
- 1042
- 1043 1. Displaced employees,
1044 2. In building re-assignments,
1045 3. In district transfers.
- 1046
- 1047 B. Employees currently assigned in full-time positions shall be first assigned to full-time
1048 positions consistent with provisions herein outlined and shall not be obligated to any
1049 part-time positions but may choose to accept such a position.

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- C. Employees currently assigned in part-time positions shall be assigned to any position based on certification and seniority.
- D. When a vacancy occurs for which any person(s) in the employment pool is certified, notification to such individual(s) shall be hand delivered by the direct supervisor or the Director of Human Resources or by certified mail during the summer. Such individual(s) shall have three (3) business days (excluding weekends and legal holidays) when schools are in session or five (5) business days during the summer from receipt of the letter to accept the position offered. If two (2) such offers are not accepted, the District is under no obligation to retain that employee in the employment pool. The employee may remain in the employment pool for up to 2 (two) years. It shall be the obligation of the individual in the employment pool to notify the Office of the Director of Human Resources as to where he/she can be reached.
- E. In the case that an employee who had previously earned continuing status with the district is being recalled into what would otherwise be a leave replacement contract, the continuing status of that employee shall be maintained, and a continuing contract shall be offered.
- F. At the end of any school year in which Reduction in Force occurs, if there are insufficient vacant positions to make whole all employment pool personnel, the employment pool shall be utilized until the remaining employees are rehired. Refusal by an employee to take such a position(s) that reduces their FTE shall not jeopardize their continuation in the employment pool.
- G. The District shall utilize employment pool personnel as substitutes on a first priority basis if the employee indicates that he/she is willing to substitute if called upon.

Section 5 - Employee Benefits

- A. All benefits to which a teacher was entitled at the time of his/her layoff, including unused accumulated sick leave, shall be restored to the teacher upon his/her return to active employment; and the teacher shall be placed on the proper step of the salary schedule to the teacher's experience and education.
- B. Employees participating in "Insurance Benefits" as indicated in the Agreement shall be allowed to continue these programs by reimbursing the District for the premiums.

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ARTICLE 16: STUDENT TEACHER

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

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

ARTICLE 17: LEAVES

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:

Section A: Sick Leave

- 1. 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.
- 2. 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.

1142 3. Compensation for leave for illness or injury or need to care for a child shall be
1143 the same as the compensation the employee would have received had such employee not
1144 taken the leave. Unused leave shall accumulate from year to year.
1145

1146 Section B: Personal Leave
1147

- 1148 1. Each employee shall have two (2) days of personal leave per year.
1149 a) No reason must be given to the employee's supervisor.
1150 b) Personal leave may be accrued up to a maximum of (5) days per year.
1151 Employees will have the option of taking personal leave during the year or of
1152 being compensated for up to (2) days at the end of the year at the substitute
1153 pay rate. Such compensation will be paid in July of each year.
1154 c) The employee is responsible for requesting payment prior to July 10th. In the
1155 event that a request is not received, the leave will automatically roll over until
1156 5 days are accumulated. No more than 10% of building employees may use
1157 leave under this section on any one day unless approved by the Superintendent
1158 or designee.
1159

1160 2. Employees shall whenever possible give written notice to the building
1161 principal of intention to exercise personal leave within seven (7) days of the anticipated
1162 leave. Personal Leave may be denied if a shortage of certified and qualified substitutes
1163 exists. Employees shall ensure that lesson plans are current and that the employee's
1164 classroom assignment can be discharged by a substitute employee without undue
1165 disruption.
1166

1167 Section C: Employee On-Task Incentive Pool
1168

1169 Sick Leave Buyback: Each January, any eligible employee who, at the end of the
1170 immediately previous calendar year, shall have accumulated in excess of sixty (60) days
1171 of unused sick leave may elect to receive remuneration for unused sick leave earned the
1172 previous year at the rate of 25 percent of the employee's current full-time daily rate of
1173 compensation for each full day of eligible sick leave (a maximum of three days in any
1174 one calendar year). Any such election shall be made by written notice to the District
1175 office during the month of January on forms provided by the District. All sick leaves
1176 days converted pursuant to this section shall be deducted from the employee's
1177 accumulated sick leave balance. Any such annual conversion of accumulated sick leave
1178 shall be subject to the terms and limitations of Washington Administration Code.
1179

1180 Any employee who shall retire or who shall die while employed by the District
1181 may elect (personally or by his/her personal representative, as appropriate) to convert
1182 accumulated unused sick leave days to monetary compensation at the rate of 25 percent
1183 of the employee's full-time daily rate of compensation at the time of termination from
1184 employment for each full day of eligible sick leave, up to a maximum of 180 days. An
1185 employee separating from the employment for purposes of retirement must be eligible to
1186 immediately commence receiving retirement benefits from a state retirement system to be
1187 eligible for conversion of sick leave for compensation. Any such conversion of sick
1188 leave upon retirement or death shall be subject to the terms and limitations of Washington
1189 Administrative Code.

1190 For purposes of this section, “eligible employee” means

- 1191
- 1192 (a) Employees who separate from employment due to retirement or death;
- 1193 (b) Employees who separate from employment and who are at least age fifty-five and
- 1194 have at least ten years of service under the teachers’ retirement system plan 3 as
- 1195 defined in RCW 41.32.010, or
- 1196 (c) Employees who separate from employment and who are at least age fifty-five and
- 1197 have at least fifteen years of service under the teachers’ retirement system plan 2
- 1198 as defined in RCW 41.32.010.

1199

1200 Section D: VEBA

1201

1202 1. The District has adopted the VEBA III Sick Leave Conversion Medical

1203 Reimbursement Plan (the “Plan”) pursuant to RCW 28A.400.210 and agrees to make

1204 contributions to the Plan on behalf of all employees in the collective bargaining unit who

1205 are eligible to participate in the Plan by reason of having excess sick leave conversion

1206 rights. Contributions on behalf of each eligible employee shall be based on the

1207 conversion value of sick leave days accrued by such employee available for contribution

1208 on an annual basis and at retirement in accordance with the statute. It is understood that

1209 all eligible employees will be required to sign and submit to the District a hold harmless

1210 agreement complying with the statute. If an eligible employee fails to sign and submit

1211 such agreement to the District, he/she will not be permitted to participate in the Plan at

1212 any time during the term of this agreement, and any and all excess sick leave which in the

1213 absence of this agreement would accrue to such employee during the term thereof shall

1214 be forfeited together with all cash conversion rights that pertain to such excess sick leave.

1215

1216 Annual Sick Leave Conversion: Eligibility for participating on an annual basis is limited

1217 to employees who have accumulated 180 days (or more if eligible) of unused sick leave. To be

1218 eligible during the term of the Plan, an employee must have earned at least 180 days of unused

1219 sick leave as of the effective date of a bargaining agreement or decision adopting this Plan.

1220

1221 Retirement Sick Leave Conversion: For purposes of retirement contributions to the Plan,

1222 all employees covered by this agreement who retire during the term hereof shall be eligible, and

1223 excess sick leave shall be defined as the sick leave days accruing to the credit of such employee

1224 during the term of this agreement.

1225

1226 This VEBA III provision shall be reopened annually.

1227

1228 Section E: Sick Leave Sharing shall be provided as per state law.

1229

1230

1231 TEMPORARY DISABILITY, MATERNITY, AND PARENT LEAVE

1232

1233 Section A: Employees who are physically unable to perform the functions of their

1234 position for medical reasons may request a temporary disability or maternity leave. Temporary

1235 disability or maternity leave, without compensation, shall be granted for illness, injury, surgery,

1236 or because of pregnancy, childbirth or adoption of a child.

1237

1238 Section B: Employees shall notify their immediate supervisor of their request for such
1239 leave. If possible, such notification shall be made sixty (60) calendar days prior to the proposed
1240 starting and ending date of the leave. The actual starting date of the leave will be determined as
1241 necessary to protect the quality of the instructional program, the desire of the employee and the
1242 employee's attending physician, by providing the District with a physician's certificate giving
1243 dates (or approximate dates) upon which the absence will begin and end. Changes in the
1244 requested ending date shall be submitted to the superintendent for approval two weeks prior to
1245 reinstatement to full employment from a leave status. All employees returning to work from an
1246 extended leave shall include a current release to return to regular work duties from the
1247 employee's attending physician.
1248

1249 While the employee is still working, the District may request the employee to provide a
1250 certificate from the physician indicating that the employee is physically capable of performing
1251 the normal tasks of the job, without jeopardizing the employee's health or the safety of others.
1252 The District reserves the right to require a physician's certificate as proof of disability for any
1253 absence.
1254

1255 Section C: An employee must notify the district at the time of application of the
1256 beginning date of the leave and whether the leave shall extend for the duration of the semester or
1257 for the contract year. Alternative arrangements for return of the leave may be made at any time
1258 with the agreement of the Board.
1259

1260 Section D: An employee who has been granted such leave shall be allowed to return to
1261 the same position or a similar position.
1262

1263 Section E: An employee may apply for and be granted leave herein in case of pregnancy
1264 or childbirth, or adoption of a child, without first exhausting sick leave days. An employee may
1265 also apply accrued sick leave to leave for pregnancy, childbirth or adoption of a child.
1266

1267 MILITARY LEAVE

1268

1269 Section A: Fifteen (15) days per year for reservists ordered to active training duty,
1270 providing that any such reservists shall present evidence to the District that all reasonable efforts
1271 to arrange for such active training duty during the summer months or other school vacation
1272 periods have been made. Any pay accrued during this time shall be in addition to the regular
1273 teaching salary.
1274

1275 JUDICIAL LEAVE

1276

1277 Section A: In the event an employee is summoned to serve as a juror or to appear as a
1278 witness in court (except as a witness adverse to the District) or in his/her own behalf, or is named
1279 as a co-defendant with the District, such employee shall receive a normal day's pay for each day
1280 of required presence in court.
1281

1282 Section B: An employee on Judicial Leave shall prepare and deliver to his/her immediate
1283 supervisor detailed lesson plans for the period of the leave.
1284

1285 Article 18: LEAVES, BEREAVEMENT/CRITICAL ILLNESS OR INJURY LEAVE

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Section A: 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.

Section B: 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.

ASSOCIATION LEAVE

Section C: 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.

PROFESSIONAL LEAVE:

Section A: 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.

LEAVES OF ABSENCE

Section A: 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:

1333 1. Leave shall be without pay except that the employee shall retain all seniority,
1334 salary placement and benefits earned at the time the leave is granted.
1335

1336 2. No more than four (4) percent of certificated employees of the District shall
1337 be on leave in any one school year to be computed according to the total number of
1338 employees in the bargaining unit as of September 1 in any given year.
1339

1340 3. Written request for leave of absence must be submitted by April 1 of the year
1341 preceding the leave except in years in which Reduction-in-Force is anticipated, in which
1342 case the District shall notify the Association of such fact by May 1. When the number of
1343 applications does not total four percent (4%) of the total number of certificated staff,
1344 applications will be accepted until May 1 or until the maximum number of available
1345 leaves pursuant to Section A of the policy is reached, whichever comes first. When the
1346 number of leave applications to include requests for extensions of leave exceeds four
1347 percent (4%) of the total number of certificated staff, leave shall be granted first to those
1348 employees who have received a commitment from the Board of Directors for an
1349 extension of leave at the time the first year of such leave was granted, and second on the
1350 basis of seniority as determined by an employee's vertical placement on the salary
1351 schedule; provided that a suitable replacement can be obtained for the employee
1352 requesting such leave.
1353

1354 4. Employees accepting such leave shall be expected to return to the District
1355 shall give notice of their intent to do so by April 1 of the year in which the leave is taken
1356 and shall be entitled to the same or similar position as the employee occupied prior to
1357 taking leave. "Same or similar" is defined here and elsewhere in this Agreement as
1358 classroom teacher, special education teacher, vocational teacher, counselor or librarian.
1359

1360 5. An extension of the year may, at the Board's discretion, be granted provided
1361 all other guidelines have been followed.
1362

1363 Section B: The Board, at its discretion may grant leaves of absence in addition to and at
1364 terms differing from those set forth in Section A, e.g. foreign teaching. Granting of such leave
1365 shall not be construed as establishing any precedent upon which an employee or the Association
1366 may rely in seeking additional leaves.
1367

1368 SABBATICAL LEAVE 1369

1370 Section A: Employees who have served in the District for at least seven (7) continuous
1371 years shall be entitled to make application for a one (1) year Sabbatical leave for purposes of
1372 advanced professional study approved by the Board subject to the following provisions:
1373

1374 1. Application for leave must include as a minimum (a) a detailed statement of
1375 the intended course of study, (b) identification of the educational institution in which the
1376 study shall take place and confirmation of acceptance by the institution, (c) a statement of
1377 the benefit to incur to the district as a result of such study, and (d) such additional
1378 information as requested from the Sabbatical Review Committee. Application must be
1379 made to the Superintendent by April 1 of the calendar year in which the leave would
1380 begin.

1381
 1382 2. Applications shall be reviewed by a Sabbatical Review Committee to be
 1383 comprised of a Board member, a staff member named by the Sequim Education
 1384 Association, the applicant(s) immediate supervisor(s) in ex officio capacity, and the
 1385 Superintendent who shall serve as chairman. The Superintendent, upon completion of a
 1386 full review of the application(s) shall present the Committee's recommendations to the
 1387 Board of Directors.

1388
 1389 Section B: The Board of Directors shall review the recommendation of the Committee
 1390 prior to May 1 and determine which one (1) if any, of the applications shall be approved. An
 1391 approved Sabbatical leave shall be subject to the following conditions:

1392
 1393 1. A supplementary salary stipend in an amount equal to one-half the average
 1394 certificated salary (identified on Schedule A hereto as the same may hereafter be
 1395 amended) shall be made available to the successful applicant.

1396
 1397 2. Employees on leave shall accrue one year of experience for purposes of
 1398 placement on the District salary schedule and attendant rights of seniority. An employee
 1399 shall further be entitled to continue enrollment in District group insurance programs
 1400 during such leave at his or her own expense.

1401
 1402 3. Employees who accept the District stipend shall be obligated to return to the District in the
 1403 same or similar position which he or she occupied prior to the leave as a condition of receipt of
 1404 the stipend for not less than two (2) years following the Sabbatical. An employee who is unable
 1405 to comply with this provision shall return the stipend to the District upon demand.

1406
 1407 FAMILY LEAVE (FAMILY AND MEDICAL LEAVE ACT OF 1993)

1408
 1409 The District shall post the Family Medical Leave Act at each employee work site.
 1410 Caveat: Employees should be aware that certain use of family and medical leave could result in
 1411 the employee exhausting all accrued sick leave.

1412
 1413 ASSAULT LEAVE

1414
 1415 A. Any incident which could constitute assault and battery upon an employee by
 1416 another adult while acting within the scope of his or her employment shall be reported
 1417 promptly to the employee's immediate supervisor. If, following that report and based
 1418 on a complaint made by the employee to a law enforcement agency; a criminal
 1419 conviction for assault or similar judgment by reason of acts against that employee
 1420 result, then the district will support the employee as outlined in B. below.

1421
 1422 B. Any incident which could constitute assault upon employee by a student will be
 1423 investigated by school administrators. If determined that the student's behavior
 1424 against the employee constitutes assault, the district will support the employee as
 1425 outlined in B. below as well (this does not prevent the employee from reporting the
 1426 incident to a law enforcement agency).

1427 C. Whenever an employee is absent from employment and unable to perform his or her
 1428 duties as a result of personal injuries sustained due to an assault and battery as
 1429 defined in A above, the employee will be paid full salary for the period of absence, up
 1430 to one year from date of injury, less the amount of any Workman’s Compensation
 1431 award or benefit. No part of such absence will be charged to annual or accumulated
 1432 sick leave.

1433
 1434 **LEAVE WITHOUT PAY**

1435
 1436 Staff who take more than 5 days of Leave Without Pay must have prior approval from the
 1437 Superintendent or designee.

1438
 1439
 1440
 1441
 1442
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 1444

1445 **ARTICLE 18:**
 1446 **GENERAL PROVISIONS RELATING TO**
 1447 **ADMINISTRATION OF THE SALARY SCHEDULE (S)**

1448
 1449 **METHOD OF PAYMENT**

1450
 1451 **Section A:** Employees shall be paid in twelve (12) monthly installments. Each salary
 1452 warrant shall contain one twelfth (1/12) of the contracted salary except as provided in Section B -
 1453 Placement on Salary Schedule. Salary warrants shall be issued by direct deposit on the last
 1454 business day of each month .

1455 **Section B:** In the event of overpayment of salary, correction shall be pro-rated among the
 1456 remaining payroll warrants of the year if such pro-ration is acceptable to the ESD fiscal office,
 1457 the State Auditor, or any other governing body having authority to impose its ruling upon the
 1458 District. The correction for underpayment shall be made as soon as possible following
 1459 notification of the error to the District.

1460
 1461 **PLACEMENT ON SALARY SCHEDULE**

1462
 1463 **Section A:** Employees covered by this Agreement will be provided salary increments
 1464 consistent with the District salary schedule for earning approved professional credits beyond the
 1465 B.A. or M.A. degree training as follows:

- 1466
- 1467 1. Credits which are earned from an accredited community college, college, or
 1468 university and are transferable or applicable to a bachelor’s or more advanced degree
 1469 program. (Reference WAC 392-121-255).
 - 1470
 - 1471 2. State Board of Education approved continuing education, Inservice, clock-hour
 1472 credits, or PGP credits. (Reference WAC 392-121-257).
 - 1473

1474 Section B: It shall be the responsibility of the employee to submit college or university
1475 transcripts documenting the accumulation of credits.

1476
1477 Section C: Salaries are determined by placing each employee on the salary schedule,
1478 attached hereto as Schedule A.

1479
1480 Section D: Any employee contracted for days or partial days in excess of the regularly
1481 contracted days shall receive additional compensation based on full per diem of the regular
1482 contract.

1483
1484 Section E: Part-time employees will be paid pro-rata according to the regular salary
1485 schedule and will receive pro-rata shares of benefits according to full-time teaching staff
1486 members.

1487
1488 Section F: Substitutes who have completed a long-term assignment of twenty-one (21)
1489 consecutive days shall be paid in accordance with the District salary schedule (Schedule A)
1490 retroactive to the first day of the assignment.

1491
1492 Section G: Payment for teachers who agree to teach additional classes beyond the normal
1493 class load will be made at the rate of an additional 20% of the employee's regular contracted
1494 salary. Payment for teachers who agree to teach fewer classes than the normal class load will be
1495 made at the rate of a decrease of 20% per class of the employee's regular contracted salary.
1496 Planning time will be similarly prorated.

1497
1498 COMPUTATION OF EXPERIENCE AND EDUCATION CREDITS

1499
1500 Section A: Credits earned for professional preparation and advancement on Schedule A.
1501 hereto must be completed and official transcripts verifying credits earned must be registered with
1502 the Personnel Office by September 25 in order to be applicable for the current school year.
1503 Payment for credits earned but for which verification is received after September 25 will be
1504 made retroactive only if written notice of the pending arrival of such verification has been
1505 received by the Personnel Office by September 25.

1506
1507 Section B: Credits acceptable for advancement on Schedule A hereto will be as provided
1508 in Article XVI herein.

1509
1510 Section C: Experience credit on the salary schedule shall be given for each full year of
1511 teaching experience in the public school system. Experience credit for part-time teaching
1512 experience shall be given in the same proportion as the part-time contract bears to a full-time
1513 contract.

1514
1515 Section D: Teaching experience in accredited private schools that substantially parallels
1516 public school experience will be accepted for advancement on the salary schedule.

1517
1518 Section E: All employees will provide current transcripts of credits earned for purposes
1519 of determining correct placement on the statewide funding formula.

1520
1521

1522 ADDITIONAL COMPENSATION

1523

1524 Section A: Each certificated employee will be provided, in addition to his/her basic
 1525 contract, a supplemental contract by which an employee may indicate within seven days of the
 1526 first day for students, or the first day of employment, if they choose to earn additional
 1527 compensation for successful completion of the following activities:

1528 Time:

1529 For the 2018-19 school year there will remain four and a half (4.5) days at the direction
 1530 of the district. One of these days will be scheduled the day before school starts, and will be used
 1531 for certificated staff to set up and prepare their classroom. Employees will be required to sign in
 1532 to the building for this day, documenting attendance. The scheduling of these days shall be
 1533 agreed upon by the Parties during annual school calendar negotiations and noted on the school
 1534 calendar. Documentation of individual attendance is required. One additional district directed
 1535 day will be provided in the 2019-20 school year bringing the total days to five and one half (5.5).
 1536 In the event that the State approves and additional professional learning day, (LID), it will be
 1537 added as an additional contract in the 2019-20 school year.

1538 Compensation for these additional days is determined by the employee's placement on
 1539 Additional Compensation Schedule C (Time- Sick and other leaves may not be used for any
 1540 district directed days or state funded professional learning (LID) days).

1541 The 2019-20 salary schedule, Schedule A, will increase by an amount equal to the State
 1542 agreed upon CPI or 3%, whichever is greater.

1543

1544

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ARTICLE 19: GROUP INSURANCE

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EMPLOYEE LIABILITY INSURANCE

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Section A:

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1565

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.

1566 Section B: Employees who have the consent of the District to make use of individual
1567 personal property as a direct part of the instructional program shall be protected against loss of
1568 such property on account of fire, theft or vandalism to a maximum amount of \$1000.00.
1569 Employees shall register such property with the building principal to include its fair market value
1570 and have the principal's initialed consent to use such property prior to its use. Personal property
1571 of a value of less than \$25.00, which is lost on account of fire, theft or vandalism, shall be at the
1572 risk of the employee.

1573
1574 HEALTH INSURANCE
1575

1576 Section A: The District shall contribute 100% of the retiree subsidy to the Health Care
1577 Authority each month. The District shall provide each month to the insurance pool for each FTE
1578 represented by the Association a contribution of an amount equal to the state FTE allocation for
1579 benefits.

1580
1581 Section B: The intent of the parties is to provide the maximum insurance coverage for
1582 members of the bargaining unit, including coverage for dependents, while minimizing
1583 employees' out-of-pocket premium costs, and to eliminate major differences in out-of-pocket
1584 premium expenses for employees who do and do not need coverage for dependents. (RCW
1585 28A.400.200)

1586
1587 Section C: Any further unused insurance funds will be accumulated in the pool which
1588 shall be used to reduce or eliminate payroll deductions for bargaining unit members for approved
1589 plans, or to purchase additional insurance benefits at the sole discretion of the bargaining unit.
1590 The District will recalculate the pool by March 10 .

1591 Section D: Any employee may pay by payroll deduction for any additional group
1592 insurance or benefit sponsored and/or approved by the Association at the employee's request.
1593 These premiums/payroll deductions will not be included in any pooling calculations.

1594
1595 Section E: Any payroll deduction(s) required for any programs listed under Sections A,
1596 B, C, or D, listed above, will be provided via salary reduction through an Internal Revenue Code
1597 Section 125 Plan. This Section 125 Plan will be established, administered, and communicated to
1598 employees by the District at no cost to the employees.

1599
1600 Section F: Employees are allowed to continue to participate in the group insurances for
1601 up to two years when on district-approved leave of absence.

1602
1603 Section G: An employee whose spouse/domestic partner also is a District employee
1604 eligible for a District insurance contribution may combine spouse/domestic partner for the
1605 purchase of a single insurance plan to offset the employee's out-of-pocket costs for medical
1606 insurance premiums (e.g. the purchase of one "employee plus spouse" plan rather than two
1607 "employee only" plans). The unused portion of the combined insurance allocations shall be
1608 returned to the insurance pool(s). If the spouse/domestic partner is in a different bargaining unit,
1609 the other bargaining unit must agree to the same procedure before the combination of insurance
1610 allocations can be effective. If the spouse/domestic partner is in a different insurance pool, one-
1611 half of the cost of the single insurance plan shall be charged to each insurance pool.

1612

1613 ANNUITIES

1614

1615 Section A: The District will facilitate pay to any annuity program supervised and
1616 approved by the Sequim School District and permitted by law in lieu of salary. This sentence
1617 shall not be construed to limit participation in any other annuity program.

1618

1619 IMMUNIZATION

1620

1621 Section A: In order to safeguard the school community from certain vaccine-preventable
1622 diseases, the district may make arrangements for certificated employees to be immunized at no
1623 cost to employees at times and places convenient to employees. No additional immunization
1624 beyond that arranged by the district will be required of certificated employees by the district. In
1625 the event of an outbreak of a disease that could be transmitted in the school setting, and if the
1626 local health authority excludes some or all certificated staff from attendance, they shall be
1627 entitled to sick leave benefits herein.

1628

1629

ARTICLE 20: GRIEVANCE PROCEDURE

1630

1631 Section A: Definitions

1632

1633 1. A grievance is an alleged misinterpretation of, misapplication of, or violation
1634 of, the terms and/or provisions of this Agreement.

1634

1635 2. A grievant shall mean an individual, a group of individuals and/or the
1636 Association.

1637

1638 3. Nothing contained herein shall be construed as limiting the right of any
1639 employee having a complaint to discuss the matter informally with any appropriate
1640 member of the administration, including the Superintendent in situations where the
1641 employee is dissatisfied with the response of the building principal and does not wish to
1642 press the matter by resorting to a formal grievance.

1643

1644 Section B: Procedure for Processing Grievances:

1645

1. Immediate Supervisor

1646

1647 a. The grievant and the Association representative, or the Association
1648 may orally present a grievance to the immediate supervisor. If the grievance is
1649 not settled orally, the grievance shall be presented in writing to the immediate
1650 supervisor within twenty (20) working days after the occurrence of the grievance
1651 or within twenty (20) working days from the time the grievances or the
1652 Association should have reasonably become aware of the occurrence of the events
1653 giving rise to the grievance, whichever is later.

1653

1654 b. The "Statement of Grievance" shall name the grievant(s) involved, the
1655 facts giving rise to the grievance, provision or provisions of the Agreement
1656 alleged to be violated and the remedy (specific relief) requested.

1657

1658 c. The immediate supervisor, upon receipt of the written grievance, shall
1659 sign and date the grievance form and shall give a copy of the grievance form to
1660 the grievant(s), Association representative and the Superintendent. The
1661 immediate supervisor shall answer the grievance in writing within five (5)
1662 working days of receiving the grievance and the answer shall include the reasons
1663 upon which the decision was based and all supportive evidence to the grievant(s)
1664 Association representative and the Superintendent.

1665 2. Superintendent

1666 a. If no satisfactory settlement is reached in Step 1, Immediate
1667 Supervisor, the grievance may be appealed to Step 2, Superintendent, or his/her
1668 designated representative within ten (10) working days of receipt of the decision
1669 rendered in Step 1.

1670 b. The Superintendent or his/her designated representative shall arrange
1671 for a grievance meeting with the grievant(s) and/or Association representative
1672 and such meeting shall be scheduled within ten (10) working days of the receipt
1673 of the Step 2, Superintendent, appeal.

1674 c. The Superintendent or his/her designated representative shall provide a
1675 written decision, incorporating the reasons upon which the decision was based to
1676 the grievant(s), and/or Association representative within five (5) working days
1677 from the conclusion of the meeting.

1678 3. Board of Directors

1679 a. If the grievance is not resolved at Step 2, Superintendent, the
1680 grievant(s) may, within ten (10) days of receipt of the Superintendent's or his
1681 designee's answer, appeal the decision to the Board of Directors. A copy of the
1682 appeal shall be sent to the Superintendent or his designee at the same time and
1683 shall be accompanied by a copy of the decision rendered at Step 2.

1684 b. The Board shall schedule a hearing on the grievance at the next regular
1685 meeting of the Board or at a special meeting convened within thirty (30) days for
1686 the purpose of holding a hearing on the grievance. Within ten (10) days after the
1687 hearing, the Board shall communicate its decision in writing to the grievant and
1688 shall state the reasons for its decision if requested by the grievant.

1689 4. Arbitration

1690 a. If no satisfactory settlement is reached at Step 3, Board of Directors,
1691 the Association, within fifteen (15) working days of the receipt of the Step 3
1692 decision may appeal the final decision of the District to FMCS or the American
1693 Arbitration Association for arbitration. It shall be the function of the arbitrator and
1694 he/she shall be empowered, except as his/her powers are limited herein to make
1695 decisions in cases of alleged misinterpretation of, misapplication of, or violation
1696 of the terms and/or provisions of this agreement.

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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).

5. Jurisdiction of Arbitrator

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

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

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

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

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

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

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

5) Any matter involving Reduction in Force provided that the procedural application of Reduction in Force (Article XV) shall be subject to this article.

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Section C: Time Limits

1. Time limits provided in this procedure may be extended by mutual agreement when signed by the parties.

2. Failure on the part of the District at any step of this procedure to communicate the decision on a grievance within a specific time limit shall permit the Association to lodge an appeal at the next step of this procedure.

1752 3. Any grievance not advanced by the grievant from one step to the next within
1753 the time limits of that step shall be deemed resolved by the District’s answer and the
1754 previous step.
1755

1756 4. In order to expedite grievance adjudication, the parties agree that any
1757 Association grievances, class action grievances, and grievances involving the evaluation
1758 procedures will be lodged at Step 2, Superintendent, of this procedure.
1759

1760 Section D: Reprisals

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1762 1. No reprisal of any kind will be taken by the District against any employee
1763 because of his participation in any grievance.
1764

1765 Section E: Costs

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1767 1. The fees and expenses of the arbitrator shall be shared equally by the parties.
1768 All other expenses shall be borne by the party incurring them.
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1770 **ARTICLE 21: TERM, DURATION AND SEPARABILITY**

1771
1772 Section A: This agreement constitutes a two year agreement. The contract shall be
1773 effective as of September 1, 2018 and shall remain in full force and effect through August 31,
1774 2020 except as provided below:
1775

Legislative changes

1776 Section B: All members of the Bargaining Unit will be paid according to the salary
1777 schedules provided in schedules A, B, and C, of this Agreement.

1778
1779 Section C: This Agreement constitutes the negotiated agreement between the parties and
1780 supersedes any previous agreements or understanding, whether oral or written, between them.
1781 This Agreement expressed herein in writing constitutes the full and complete Agreement
1782 between the District and the Association.
1783

1784 Section D: The district agrees to notify the Association of any contemplated changes in
1785 policies and/or practices not covered by this Agreement that affect wages, hours, terms and
1786 conditions of employment. This Agreement shall be reopened to bargain the proposed changes
1787 as provided in this section at the request of either party in writing pursuant to RCW 41.59.
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1792 FOR THE DISTRICT

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1794 President: _____

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1796 Member: _____

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1798 Member: _____

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Member: _____

Member: _____

Superintendent: _____

FOR THE ASSOCIATION:

President:: _____

Chief Negotiator: _____

Negotiator: _____

Negotiator: _____

Negotiator: _____

Negotiator: _____

2018-19 Salary Schedule

*** Education Experience ***

Years of Service	MA +90							
	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	Ph.D.
0	46,198	47,446	48,738	50,034	54,192	55,387	59,545	62,225
1	46,820	48,085	49,394	50,747	54,947	56,003	60,204	62,866
2	47,412	48,689	50,013	51,470	55,658	56,623	60,811	63,503
3	48,023	49,312	50,650	52,153	56,334	57,211	61,388	64,146
4	48,622	49,968	51,313	52,869	57,074	57,826	62,032	64,809
5	50,636	50,792	51,951	53,593	57,783	58,452	62,644	65,476
6	51,306	51,513	52,604	54,327	58,497	59,094	63,264	66,109
7	51,984	52,244	53,759	55,577	59,808	60,296	64,526	67,453
8	52,671	52,985	55,501	57,469	61,758	62,187	66,477	69,509
9		53,737	57,343	59,382	63,771	64,098	68,490	71,626
10			59,206	61,393	65,840	66,111	70,560	73,799
11				63,463	68,007	68,181	72,726	76,030
12				65,466	70,232	70,332	74,950	78,355
13					72,511	72,559	77,229	80,734
14					74,801	74,851	79,669	83,205
15					76,747	76,796	81,740	85,368
16 or more					78,281	78,332	83,374	87,075

*For credits earned after the BA degree but before the MA degree:
Any credits in excess of 45 may be counted after the MA degree.*

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A longevity amount of \$500.00 will be provided for staff who have served 20+ years.

The flat rate (hourly rate) equal to 0.108% of the base in the column BA 0. (\$50.00 per hour for the 2018-19 contract.

**Schedule C 2018-19 Enrichment
4.5 days**

Years of Service	MA +90							
	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	Ph.D.
0	\$ 1,155	\$ 1,186	\$ 1,218	\$ 1,251	\$ 1,355	\$ 1,385	\$ 1,489	\$ 1,556
1	\$ 1,170	\$ 1,202	\$ 1,235	\$ 1,269	\$ 1,374	\$ 1,400	\$ 1,505	\$ 1,572
2	\$ 1,185	\$ 1,217	\$ 1,250	\$ 1,287	\$ 1,391	\$ 1,416	\$ 1,520	\$ 1,588
3	\$ 1,201	\$ 1,233	\$ 1,266	\$ 1,304	\$ 1,408	\$ 1,430	\$ 1,535	\$ 1,604
4	\$ 1,216	\$ 1,249	\$ 1,283	\$ 1,322	\$ 1,427	\$ 1,446	\$ 1,551	\$ 1,620
5	\$ 1,266	\$ 1,270	\$ 1,299	\$ 1,340	\$ 1,445	\$ 1,461	\$ 1,566	\$ 1,637
6	\$ 1,283	\$ 1,288	\$ 1,315	\$ 1,358	\$ 1,462	\$ 1,477	\$ 1,582	\$ 1,653
7	\$ 1,300	\$ 1,306	\$ 1,344	\$ 1,389	\$ 1,495	\$ 1,507	\$ 1,613	\$ 1,686
8	\$ 1,317	\$ 1,325	\$ 1,388	\$ 1,437	\$ 1,544	\$ 1,555	\$ 1,662	\$ 1,738
9		\$ 1,343	\$ 1,434	\$ 1,485	\$ 1,594	\$ 1,602	\$ 1,712	\$ 1,791
10			\$ 1,480	\$ 1,535	\$ 1,646	\$ 1,653	\$ 1,764	\$ 1,845
11				\$ 1,587	\$ 1,700	\$ 1,705	\$ 1,818	\$ 1,901
12				\$ 1,637	\$ 1,756	\$ 1,758	\$ 1,874	\$ 1,959
13					\$ 1,813	\$ 1,814	\$ 1,931	\$ 2,018
14					\$ 1,870	\$ 1,871	\$ 1,992	\$ 2,080
15					\$ 1,919	\$ 1,920	\$ 2,043	\$ 2,134
16 or more					\$ 1,957	\$ 1,958	\$ 2,084	\$ 2,177

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A longevity amount of \$500.00 will be provided for staff who have served 20+ years.

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Schedule D 2018-19 Daily Rate

Years of Service	MA +90							
	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	Ph.D.
0	\$ 257	\$ 264	\$ 271	\$ 278	\$ 301	\$ 308	\$ 331	\$ 346
1	\$ 260	\$ 267	\$ 274	\$ 282	\$ 305	\$ 311	\$ 334	\$ 349
2	\$ 263	\$ 270	\$ 278	\$ 286	\$ 309	\$ 315	\$ 338	\$ 353
3	\$ 267	\$ 274	\$ 281	\$ 290	\$ 313	\$ 318	\$ 341	\$ 356
4	\$ 270	\$ 278	\$ 285	\$ 294	\$ 317	\$ 321	\$ 345	\$ 360
5	\$ 281	\$ 282	\$ 289	\$ 298	\$ 321	\$ 325	\$ 348	\$ 364
6	\$ 285	\$ 286	\$ 292	\$ 302	\$ 325	\$ 328	\$ 351	\$ 367
7	\$ 289	\$ 290	\$ 299	\$ 309	\$ 332	\$ 335	\$ 358	\$ 375
8	\$ 293	\$ 294	\$ 308	\$ 319	\$ 343	\$ 345	\$ 369	\$ 386
9		\$ 299	\$ 319	\$ 330	\$ 354	\$ 356	\$ 380	\$ 398
10			\$ 329	\$ 341	\$ 366	\$ 367	\$ 392	\$ 410
11				\$ 353	\$ 378	\$ 379	\$ 404	\$ 422
12				\$ 364	\$ 390	\$ 391	\$ 416	\$ 435
13					\$ 403	\$ 403	\$ 429	\$ 449
14					\$ 416	\$ 416	\$ 443	\$ 462
15					\$ 426	\$ 427	\$ 454	\$ 474
16 or more					\$ 435	\$ 435	\$ 463	\$ 484

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SCHEDULE 'B'

SEQUIM SCHOOL DISTRICT NO. 323

Group	Activities	% of Base*
1	Band Director	17.5%
2	FBLA	8.0%
3	Annual Advisor, High School (in class) Chorus Journalism Advisor, H.S. (in class)	5.5% 5.5%
4	Class Advisors, High School	2.0%
5	History Day (2)	2.625%

* Base = \$46,198 in 2018-2019

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SEQUIM SCHOOL DISTRICT NO. 323
EXHIBIT B

Secondary Department Chairpeople and Elementary Grade Level Chairpeople

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

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

Helen Haller & Greywolf Elementary Grouping of Teachers:

Kind	Kind
1 st	1 st
2 nd	2 nd
3 rd	3 rd
4 th	4 th
5 th	5 th
Sped Programs	Sped Programs
Other Teachers	Other Teachers

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

Counselor(s)/Special Services	Math
Specialists	Sixth Grade
Language Arts/Librarian	Social Studies
Science	PE/Health

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

English	Physical Education
Fine Arts	Counselor/Librarian
Languages	Science
Special Education	Social Studies
Math	CTE

Grade level Chairperson's responsibilities:

Coordinate the following:	Ordering of materials	Field Trips
	Report card revisions	Grade level meetings
	Cross grade level meetings	
	Allocation of grade level budgets	

The chairperson would also be the liaison for all grade level complaints, problems, and questions.

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Department Chairperson's responsibilities:

- Coordinate the following:
- Regularly scheduled department meetings.
 - Ordering of materials.
 - Recommends teaching assignments to Principal.
 - Curriculum continuity.
 - Recommends student placement for class scheduling.
 - In-Service training.
 - Orientation of new teachers.
 - Allocation of Dept. budgets.

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

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

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

1. District or Building administrators may propose concerns for Council consideration.
2. Building Council members and certificated members of the building may propose concerns for Council consideration.

Concerns that might be appropriate for building Councils include but are not limited to:

- Allocation of school budgets.
- School discipline policy.
- Long range curriculum planning and coordination.
- Interviewing & recommending new school administration and support personnel.
- Report Card policies.
- Inservice training.

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

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EXAMPLES OF ADDITIONAL RESPONSIBILITY

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

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STAFF APPEAL PROCEDURE

FORMAL STATEMENT OF APPEAL

Type or Print

Staff Member(s) _____ Date of Presentation _____

School _____ School Phone _____

Immediate Supervisor _____ Date Occurred _____

1. Statement of Facts:

2. Specific concerns to be remedied:

3. Remedy (specific relief) requested:

DISTRIBUTION:
Immediate Supervisor
Union Representative
Superintendent
Appellant(s)

Signature of Appellant
Date _____

Signature of Immediate Supervisor
Date _____

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