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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
management or academic innovations that are being contemplated, or to provide
notice of intended changes so that the SEA may request bargaining over such
changes.

2. The meetings will be scheduled at a mutually-convenient time outside of class hours
at a minimum of one time per month and at the request of either party during any
period between regularly-scheduled meetings.

3. Either party may bring items for discussion to the labor management meetings. A
proposed agenda will be shared at least two days prior to the meeting, but the meeting
will not be limited to the proposed agenda and either party may also bring other
topics to the table for consideration.

ARTICLE 3: PAYROLL DEDUCTION

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

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

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

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

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

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

Section G: The Association and its members will hold the District harmless against any
claims made against and any suit instituted against the District for errors not of its own making
on account of payroll deductions. The Association agrees to refund to the District any amount
paid to it in error on account of the check-off provision.
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.
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:
1. They shall notify the employee or employees involved, within 20 working days of the nature of the charge, complaint, or request and the name of the filing person. The District reserves the right to extend the 20 day calendar, if the timeline could jeopardize the completion of the investigation. Notice shall be written, and a copy shall be provided to the employee(s) at the time of notification of any investigation. The nature of the charge, complaint, or request shall include a specification of the time frame, location, and description. The employee has the right to request union representation during any investigatory interview. The Parties recognize the stressful nature of any investigation, and the District will make every attempt to deliver such notice at a time least disruptive to the educational program. Ideally, the employee should not have to return to a classroom situation, or continue to work with students in any setting, on the day he or she receives such notice.

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

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

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

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

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

Section G: Employees will be notified before any student is admitted into a class if it is known the student has committed physical or verbal assault or if the student has a known, documented history of violent or threatening behavior.
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
personnel files which shall be maintained in the District Administrative Office and working files which may be maintained by the building principal.

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

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

ARTICLE 8: STUDENT DISCIPLINE

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

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

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

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

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

ARTICLE 9. ACADEMIC FREEDOM

Section A: Academic freedom includes the right of teachers to study, investigate, and interpret facts and ideas concerning humans, society, the physical and biological world and other
branches of knowledge. The right to academic freedom herein established shall include the right to support or oppose political causes and issues outside of contracted hours.

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

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

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

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

**ARTICLE 10: CONTRACTS**

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

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

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

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

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

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

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

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

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

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

3. A release from contract shall be granted without penalty in cases of illness or other personal matters, which make it impossible for the employee to continue in the District.
Section F: Staff selected and appointed by the district and who serve on the following district-approved committees shall be compensated at the flat rate of 0.108 of the base salary, BA. Professional Growth Committee, Instructional Materials Committee, Safety Committee, Technology Committee.

Section G: In-service Instructor Pay. Employees who teach an in-service training lesson, with prior approval of an administrator, will be paid at the flat rate. Paid time will be in 30 minute increments.

ARTICLE 11: JOB SHARING

Section A: Any two (2) continuing employees may apply for job sharing to the Board of Directors to share a position in the District, each to be assigned to a position for one (1) full semester. With the approval of the applicable building principal(s) and the Superintendent, the Board of Directors may, at its discretion, grant such applications according to the following terms and conditions.

1. The District shall not consider the sharing of positions if it is necessary to reschedule the class or grade assignments of a substantial number of students or if the sharing of a position will adversely affect the educational programs of the District.

2. The District shall not consider the sharing of positions if it is necessary to involuntarily transfer an employee or adversely affects the employment status of an employee employed pursuant to a continuing contract.

3. The Board shall cause to be issued to each of the continuing employees desiring to share a position a continuing contract for half-time employment (0.5 FTE) and assign the employee’s duties in accordance with Article X, Section A.1 and Article IV, Section A of this Agreement.

4. Each employee shall be compensated for performance of the contract in accordance with Schedule A. Placement on the applicable step of the Salary Schedule shall be in accordance with WAC 392-121-150. Each employee shall be entitled to the other benefits of this Agreement in the amount of 0.5 FTE. The employee who is obligated to perform his or her contract in the first semester may elect to have his or her compensation and group insurance benefits paid in twelve (12) equal monthly installments. The employee who is obligated to perform his or her contract in the second semester shall be paid in eight (8) equal monthly installments beginning with the salary warrant issued on the last working day of the first month after the commencement of the second semester. Such employees shall be entitled to participate in group insurance programs available to employees of the District during the first four (4) months of the work year at their own expense.

5. Notwithstanding the general provisions of Article XIII of this Agreement, each employee shall be evaluated within the first forty-five (45) days of the commencement of the applicable semester. Notwithstanding the general provisions of Article XIII, of this Agreement, an employee whose performance has been determined to be unsatisfactory shall be placed on probation for a period of not less than twenty (20) work days beginning not later than the sixtieth (60th) day of the applicable semester.
Except as otherwise provided herein, the provisions of Article XIII shall govern in the evaluation, placement on probation, evaluation during probation and post-probation.

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

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

ARTICLE 12: WORK SCHEDULES

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

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

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

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

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

2. Both parties recognize that a teacher’s actual workweek exceeds the 37 1/2 hours per week required by Section A above.
Section C: Teachers will be available to meet with students and parents 30 minutes before and after the student day. Teachers shall be released from Building meetings at least 15 minutes before the start of the student day.

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

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

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

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

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

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

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

4. Planning time for days shortened by alternative schedules for K-12 teachers shall be prorated. Daily planning time may not be lost more than three times per year due to training scheduled by the building administration or District.
Section H: Any employee covered by this agreement who covers a class for another employee must have administrative approval. An employee who has a contract greater than or equal to 0.6 FTE shall be paid at 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.) An employee with a contract for less than 0.6 FTE shall be paid at the substitute rate. Acceptance of this assignment shall be on a voluntary basis except when a paid substitute cannot be obtained.

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

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

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

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

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

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

Section N: The effect of class size on a classroom teacher is influenced proportionately by the material to be covered and difficulty in skill development, by the health and safety of the students, by the number of available work stations and physical size of the teacher/learning space, and by equitable class size throughout the day, and upon the District by fluctuating student enrollments, budget limitations, and curriculum requirements. Building administrators will consider these factors in the scheduling of classes and in the assignment of students.
1. 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

- Grades 6 -8  29 students
- Classroom

- Grades 9-12  32 students per class
- Grades 6-12 Music  60 students
- Grades 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
the semester of any overload with actual head counts of enrolled students in their classroom
by:
(a) Student transfer
(b) Addition of certificated staff (In the event there is no classroom space available,
certificated instructional staff may be added to the existing overloaded classroom thereby
reducing the student-teacher ratio. This classroom will no longer be considered
overloaded.)
(c) Forming new class sections
6. In the event that attempts to relieve an elementary class overload situation
by the fifteenth day of the semester are unsuccessful, the elementary classroom
teacher whose class(es) is/are in overload status will receive five (5) dollars per
student per day for a class in overload status beginning on the sixteenth day of
the semester.

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

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

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Maximum Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resource Room</td>
<td>30 Students</td>
</tr>
<tr>
<td>Living Skills</td>
<td>13 Students</td>
</tr>
<tr>
<td>Speech and Language</td>
<td>45 Students</td>
</tr>
<tr>
<td>Psychologist</td>
<td>1:1000 Students</td>
</tr>
</tbody>
</table>

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

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

3. Both parties recognize that in order to offer the full spectrum of Special
Services, and be in compliance with state and federal laws, many meetings must be held.
The District and building principals will make every effort to ensure that these meetings
are not scheduled, and do not extend, outside of regular building hours.
   a. Staff whose presence is required by law or requested by the
administration shall be eligible for compensation if the IEP
meeting extends beyond the regular building hours
I. Team meetings should conclude within regular building hours. If staff attendance is required by administration, teachers are eligible for compensation.

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

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

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

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

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

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

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

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

ARTICLE 13: EVALUATION

PURPOSE:

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

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

The legislature finds that an evaluation system for teachers has the following elements, goals, and objectives: (1) An evaluation system must be meaningful, helpful, and objective; (2) an evaluation system must encourage improvements in teaching skills, techniques, and abilities by
identifying areas needing improvement; (3) an evaluation system must provide a mechanism to
make meaningful distinctions among teachers and to acknowledge, recognize, and encourage
superior teaching performance; and (4) an evaluation system must encourage respect in the
evaluation process by the persons conducting the evaluations and the persons subject to the
evaluations through recognizing the importance of objective standards and minimizing
subjectivity. (RCW 28A.405.110)

PROVISIONAL EMPLOYEES

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

CONTINUING EMPLOYEES

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

EVALUATIONS/OBSERVATIONS

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

GENERAL

1. If an employee is transferred to another position not under the supervisor’s jurisdiction,
an evaluation shall be made at the time of such transfer. An employee on probation shall
not be transferred from the Supervisor’s jurisdiction until the probationary period is
complete.

2. If an employee resigns during the school year, the final evaluation shall be based on
observations up to the date of the resignation and may be mailed to the employee.

3. Unsatisfactory evaluations must be supported by at least one observation report that has
indicated unsatisfactory performance. If an employee’s evaluation will indicate
unsatisfactory performance in one or more of the criteria, such evaluation shall be
completed by May 1. The employee may request one additional observation be made
within thirty (30) additional calendar days of the request for the purpose of having the
evaluator observe if the marked deficiencies have been corrected.
4. Principals and other supervisors may conduct such additional observations at any time during the school year for such additional periods of time, as they deem appropriate.

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

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

7. The employee shall sign the School District’s copy of the evaluation report to indicate that he or she has received a copy of the report. The signature of the employee does not, however, imply that the employee agrees with the contents of the evaluation report. The employee may attach comments if desired.

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

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

10. After an evaluation the principal or the evaluator may require the teacher to take in-service training provided by the district in the area of teaching skills needing improvement, and may require the teacher to work with a mutually agreed upon mentor for purposes of achieving such improvement (RCW 28A 405.140).

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

12. If the evaluator has observed deficiencies in the employee’s classroom performance and the evaluation is determined to be “unsatisfactory” the evaluator shall develop a probationary plan of improvement in accordance with RCW 28A 405.100. The purpose of the probationary period is to give the employee opportunity to demonstrate improvement in his or her areas of deficiency.

   a. A probationary period of sixty (60) school days shall be established.
   b. During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee.
   c. The evaluator may authorize one additional certificated mentor to observe and assist the probationer and aid the employee in his or her areas of deficiency.
   d. The employee may be removed from probation at any time if he or she demonstrates sufficient improvement to the principal of the building.
e. Lack of necessary improvement may constitute grounds for a finding of probable cause for non-renewal. The superintendent will provide written notice thereof to the employee on or before May 15 (RCW 28A.405.210).

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

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

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

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

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

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

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

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

1. When possible, employees shall be notified before summer break to allow summer school preparation if necessary.
2. These conditions apply except when the Reduction In Force contained herein is enforced.

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

ARTICLE 15: REDUCTION IN FORCE

Section 1 - General

A. Definitions:

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

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

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

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

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

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

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

Section 2 - Reduction Procedure

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

1. Certification/endorsement information.
2. Certificated teaching experience.
3. Length of service within the District.
4. Degree/Quarter Hour information.

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

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

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

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

   a. Voluntary certificated personnel retirements.
   b. Normal certificated personnel resignations.
   c. Before the implementation of the Reduction in Force procedures, all certificated staff shall have the opportunity to make written application for the school year’s leave of absence without pay. The Board shall grant such leave of absence if the granting of such leave would eliminate the necessity of laying off a certificated employee, and such leave of absence will not further impair the modified education program to be retained.

4. Layoffs shall occur only after the following occur:

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

Section 3 - Reduction in Force (RIF)

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

C. All retained employees shall possess such valid Washington State certificate as may be required for the position(s) under consideration. The retained employee must be qualified to teach in the particular level, subject area, or special program for which he/she is being considered. Qualification shall be determined on the basis of certification held at the beginning of the Reduction in Force.

D. Non-provisional employees who possess the appropriate Washington State Certificate may be placed in a position outside of their endorsed area and shall agree to complete state endorsement requirements for that position, pursuant to the emergency endorsement provisions of WAC 181.82.105 (8) and WAC 181.82.110.

E. If ties exist, the following criteria will be used in descending order of importance:

1. District experience

2. Employee with the greatest number of quarter hour credits and clock hours beyond the initial BA.

3. If ties still exist, a drawing by lot will be held to determine which employee is retained. The SEA and the eligible employees for the drawing will be notified in writing of the date, place, and time of the drawing. The drawing will be conducted openly and at a reasonable time and place which will allow the affected employees and the SEA to be in attendance.

Section 4 - Employment Pool and Recall

A. All employees who are not recommended for retention in accordance with these procedures shall be laid off from employment and placed in an employment pool for possible recall to employment. Employment pool personnel shall be recalled for available positions in the reverse order in which they were laid off by state seniority. This opportunity will occur after the following assignments have been completed:

1. Displaced employees,
2. In building re-assignments,
3. In district transfers.

B. Employees currently assigned in full-time positions shall be first assigned to full-time positions consistent with provisions herein outlined and shall not be obligated to any part-time positions but may choose to accept such a position.
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.
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.
3. Compensation for leave for illness or injury or need to care for a child shall be
the same as the compensation the employee would have received had such employee not
taken the leave. Unused leave shall accumulate from year to year.

Section B: Personal Leave

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

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

Section C: Employee On-Task Incentive Pool

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

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

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

Section D: VEBA

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

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

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

This VEBA III provision shall be reopened annually.

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

TEMPORARY DISABILITY, MATERNITY, AND PARENT LEAVE

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

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

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

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

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

MILITARY LEAVE

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

JUDICIAL LEAVE

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

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

Article 18: LEAVES, BEREAVEMENT/Critical Illness Or Injury Leave
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:
1. Leave shall be without pay except that the employee shall retain all seniority, salary placement and benefits earned at the time the leave is granted.

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

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

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

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

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

SABBATICAL LEAVE

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

1. Application for leave must include as a minimum (a) a detailed statement of the intended course of study, (b) identification of the educational institution in which the study shall take place and confirmation of acceptance by the institution, (c) a statement of the benefit to incur to the district as a result of such study, and (d) such additional information as requested from the Sabbatical Review Committee. Application must be made to the Superintendent by April 1 of the calendar year in which the leave would begin.
2. Applications shall be reviewed by a Sabbatical Review Committee to be comprised of a Board member, a staff member named by the Sequim Education Association, the applicant(s) immediate supervisor(s) in ex officio capacity, and the Superintendent who shall serve as chairman. The Superintendent, upon completion of a full review of the application(s) shall present the Committee’s recommendations to the Board of Directors.

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

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

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

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

FAMILY LEAVE (FAMILY AND MEDICAL LEAVE ACT OF 1993)

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

ASSAULT LEAVE

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

B. Any incident which could constitute assault upon employee by a student will be investigated by school administrators. If determined that the student’s behavior against the employee constitutes assault, the district will support the employee as outlined in B. below as well (this does not prevent the employee from reporting the incident to a law enforcement agency).
C. Whenever an employee is absent from employment and unable to perform his or her duties as a result of personal injuries sustained due to an assault and battery as defined in A above, the employee will be paid full salary for the period of absence, up to one year from date of injury, less the amount of any Workman’s Compensation award or benefit. No part of such absence will be charged to annual or accumulated sick leave.

LEAVE WITHOUT PAY

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

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

METHOD OF PAYMENT

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

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

PLACEMENT ON SALARY SCHEDULE

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

1. Credits which are earned from an accredited community college, college, or university and are transferable or applicable to a bachelor’s or more advanced degree program. (Reference WAC 392-121-255).

2. State Board of Education approved continuing education, Inservice, clock-hour credits, or PGP credits. (Reference WAC 392-121-257).
Section B: It shall be the responsibility of the employee to submit college or university transcripts documenting the accumulation of credits.

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

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

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

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

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

COMPUTATION OF EXPERIENCE AND EDUCATION CREDITS

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

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

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

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

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

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

Time:

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

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

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

ARTICLE 19: GROUP INSURANCE

EMPLOYEE LIABILITY INSURANCE

Section A:

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

HEALTH INSURANCE

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

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

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

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

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

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

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

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

IMMUNIZATION

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

ARTICLE 20: GRIEVANCE PROCEDURE

Section A: Definitions

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

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

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

Section B: Procedure for Processing Grievances:

1. Immediate Supervisor

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

   b. The “Statement of Grievance” shall name the grievant(s) involved, the facts giving rise to the grievance, provision or provisions of the Agreement alleged to be violated and the remedy (specific relief) requested.
c. The immediate supervisor, upon receipt of the written grievance, shall sign and date the grievance form and shall give a copy of the grievance form to the grievant(s), Association representative and the Superintendent. The immediate supervisor shall answer the grievance in writing within five (5) working days of receiving the grievance and the answer shall include the reasons upon which the decision was based and all supportive evidence to the grievant(s) Association representative and the Superintendent.

2. Superintendent

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

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

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

3. Board of Directors

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

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

4. Arbitration

   a. If no satisfactory settlement is reached at Step 3, Board of Directors, the Association, within fifteen (15) working days of the receipt of the Step 3 decision may appeal the final decision of the District to FMCS or the American Arbitration Association for arbitration. It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited herein to make decisions in cases of alleged misinterpretation of, misapplication of, or violation of the terms and/or provisions of this agreement.
b. The arbitrator shall hold a hearing within twenty (20) working days of his/her appointment. Ten (10) working days notice shall be given to both parties of the time and place of the hearing. The arbitrator will issue his/her decision within twenty (20) days from the date final written briefs have been submitted or, if revised by both parties, twenty (20) days after the completion of the hearing.

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

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.

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

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

Section D: Reprisals

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

Section E: Costs

1. The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

ARTICLE 21: TERM, DURATION AND SEPARABILITY

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

Legislative changes

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

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

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

FOR THE DISTRICT

President: 

Member: 

Member: 
FOR THE ASSOCIATION:

President: 

Chief Negotiator:

Negotiator:

Negotiator:

Negotiator:

Negotiator:
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.)

### 2018-19 Salary Schedule

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A longevity amount of $500.00 will be provided for staff who have served 20+ years.
### Schedule D 2018-19 Daily Rate

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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>$ 426</td>
<td>$ 427</td>
<td>$ 454</td>
<td>$ 474</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>16 or more</td>
<td>$ 435</td>
<td>$ 435</td>
<td>$ 463</td>
<td>$ 484</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
SCHEDULE ‘B’

SEQUIM SCHOOL DISTRICT NO. 323

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

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

<table>
<thead>
<tr>
<th>Kind</th>
<th>Kind</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>1st</td>
</tr>
<tr>
<td>2nd</td>
<td>2nd</td>
</tr>
<tr>
<td>3rd</td>
<td>3rd</td>
</tr>
<tr>
<td>4th</td>
<td>4th</td>
</tr>
<tr>
<td>5th</td>
<td>5th</td>
</tr>
<tr>
<td>Sped Programs</td>
<td>Sped Programs</td>
</tr>
<tr>
<td>Other Teachers</td>
<td>Other Teachers</td>
</tr>
</tbody>
</table>

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

- Counselor(s)/Special Services
- Math
- Sixth Grade
- Social Studies
- 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.
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.
- Report Card policies.
- School discipline policy.
- Inservice training.
- Long range curriculum planning and coordination.
- Interviewing & recommending new school administration and support personnel.

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.
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
STAFF APPEAL PROCEDURE

FORMAL STATEMENT OF APPEAL

Type or Print

Date of

Staff Member(s) ___________________________ Presentation __________

School ___________________________ School Phone________

Immediate Supervisor ___________________________ Date Occurred________

Statement of Facts:

Specific concerns to be remedied:

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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