2023-2025

AGREEMENT

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





TABLE OF CONTENTS

TABLE OF CONTENTS	1
PREAMBLE	2
ARTICLE 1: RECOGNITION	2
ARTICLE 2: ADMINISTRATION OF AGREEMENT	2
ARTICLE 3: DUES AND DEDUCTIONS	3
ARTICLE 4: RIGHTS OF THE PARTIES	4
ARTICLE 5: PERSONNEL FILES	6
ARTICLE 6: EVALUATIONS	6
ARTICLE 7: VACANCIES AND NEW POSITIONS	7
ARTICLE 8: POSITION DESCRIPTIONS	8
ARTICLE 9: REDUCTION IN FORCE	9
ARTICLE 10: HOURS OF WORK AND OVERTIME	10
ARTICLE 11: SENIORITY	11
ARTICLE 12: LEAVES	12
ARTICLE 13: GRIEVANCE PROCEDURE	15
ARTICLE 14: STAFF SAFETY	18
ARTICLE 15: EMPLOYEE PROTECTION	18
ARTICLE 16: INSURANCE	19
ARTICLE 17: EDUCATIONAL INCENTIVE PROGRAM	19
ARTICLE 18: SALARIES AND EMPLOYEE COMPENSATION	21
ARTICLE 19: ASSOCIATION-DISTRICT COMMITTEES	22
ARTICLE 20: TERM, STATUS, AND SEVERABILITY OF PROVISIONS	22
ARTICLE 21: ATTEST	23
APPENDIX A	24
APPENDIX B	25
APPENDIX C	26

This Agreement made and entered into herein is between the Sequim Association of Paraeducators/Washington Education Association (WEA)/National Education Association (NEA) (hereinafter "Paraeducators" or "Association") and the Board of Directors of Sequim School District #323 (hereinafter "District").

ARTICLE 1: RECOGNITION

- Section 1. 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 designated by the Board to act on its behalf.
- Section 2. The District recognizes the Sequim Association of Paraeducators/Classified Public Employees Association/Washington Education Association/National Education Association as the exclusive bargaining agent for all regularly employed Paraeducators excluding confidential employees, supervisors, playground supervisors, non-instructional student supervisors, and substitutes who would be defined as casual employees by the Public Employment Relations Commission (PERC) and all other employees of the District. Supervision of students arriving at and leaving school by bus is the work of Paraeducators.

ARTICLE 2: ADMINISTRATION OF AGREEMENT

- Section 1. This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington and the United States. If any provisions of this Agreement or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect. In the event a provision(s) is determined to be contrary to law such provision shall be renegotiated.
- Section 2. Within thirty (30) days following the ratification and signing of this Agreement, the District will provide to the Association President sufficient copies for distribution to all employees and five (5) additional copies. All new employees shall be provided a copy of the Agreement by the Association.
- Section 3. The term "employee" when used hereinafter shall refer to all employees as defined in Article 1, Section 2.
- Section 4. The term "supervisor" when used hereinafter shall refer to the appropriate District administrator.

- Section 1. Upon written authorization from employees, the District will deduct from each such employee's salary warrant dues imposed by the Association and transmit the same once monthly to the single recipient designated by the Association. The Association agrees to indemnify and hold harmless the District for any claims or challenges associated with this Article and will be responsible for any legal fees associated with defending this Article.
- Section 2. The Association shall provide the District with the amount of such membership dues by September 1 of each year this Agreement is in effect.
- Section 3. The authorization to deduct dues and transmit the same for each employee shall continue from year to year unless revoked in writing by any such employee and delivered to the Association President.
- Section 4. Employees who join the Association will begin dues deduction once the District has received notice from the Association of employee consent. The District is authorized to deduct the required amount of local, state and national dues equally from each monthly paycheck. The amount of the dues will be determined by the Association and transmitted to the District office in writing.
- Section 5: No employee will be required to join the Association. Employees who wish not to belong to the Association, will notify the WEA in writing. WEA will notify the District in writing of any revocation of Association dues in a timely manner. The District will notify the Association prior to stopping payroll deduction of dues.
- Section 6: Fees, assessments, and political contributions, are all annual obligations to the Association for employees. Association deductions shall be made without cost to the employee or Association.
- Section 7: The District agrees to provide the Association the name, home address, telephone number, work email, work location, department and job title of each employee at least once annually, and then when requested by the Association.

Section 1. Management Rights

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 2. Association Rights

- A. The Association and its representatives shall have access to District buildings at times other than regular work hours for meetings of the local to transact Association business provided that it has been approved by the building administrator.
- B. The Association shall have access to District typewriters, copy machines, calculating machines, computers, and all types of audio-visual equipment at times other than regular work hours, and when such equipment is not otherwise in use provided that it has been approved by the building administrator.
- 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 specifically to elections other than Association elections.
- D. The Association shall have access to the intra-District mail service and employees' mailboxes for communication purposes.
- E. After notifying the building office of its presence, the Association and its representatives shall have access to employees provided that it does not disrupt the educational program.
- F. Representatives duly authorized by the Association who participated during working hours in negotiations, grievance proceedings, conferences, or meetings with the District, provided such meetings and the number of participants are agreed to by the District, shall suffer no loss in pay. The Association shall reimburse the District for any related substitute costs unless the meeting is called by the District.
- G. The District shall make available to the Association, an agenda and minutes of all Board meetings via the District website.
- H. The District shall, upon request, make available to the Association, for the purpose of carrying out its responsibility of representing employees, information of a public nature. 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 employees. All information shall be delivered within a reasonable time after request.
- I. The Association will be given access and a minimum of 30 minutes exclusive time for bargaining unit orientation of new employees. The Association will be given at least a

ten (10) day notification of all employee orientation meetings. If the District holds or co-sponsors a multi-participant job or benefit fair, the Association will be given the same notice as other participants in advance and will have the right to operate its own table or booth to provide information to participants throughout the duration of the event.

Section 3. Employee Rights

- A. Employees shall be entitled to full rights of citizenship. The District shall not discriminate or discipline by reason of age, sex, sexual orientation, gender expression or identity, marital status, private or personal life that does not affect job performance, race, creed, color, national origin, domicile, political activity or lack thereof, religion, the presence of any sensory, mental or physical disability, including use of a guide dog or service animal unless based on a bona fide occupational qualification, veteran or military status. This Section does not prohibit the discipline of an employee for public misconduct or inappropriate activities that affect job performance.
- B. Employees of the District shall have the right to or not to freely organize, join and support the Association for purposes of engaging in collective bargaining and other lawful activities.
 - There shall be no discrimination based upon membership or non-membership in the Association or in an employee's exercise of other rights under Chapter 41.56 RCW.
- C. Employees shall be discharged and disciplined in accordance with RCW 28A.400.300, RCW 28A.400.340, RCW 28A.645.010, and Policy No. 5281. The employee may be accompanied by an Association representative.

The District shall have the burden of proving that sufficient cause existed and that the disciplinary action taken by the District is appropriate to the cause. The termination of a probationary employee (an employee in the first ninety (90) calendar days of employment) shall not be construed as a disciplinary act and shall be at the discretion of the District.

An employee has the right to request an Association member be present at any meeting they may have with a supervisor or during which they receive discipline for misconduct. For purposes of this section, suspension with pay pending an investigation shall not be construed as a disciplinary act.

Any complaint made against an employee for which the District may take disciplinary action will be promptly called to the attention of the employee prior to any meeting to discuss the complaint. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.

- D. The District shall make a bona fide effort to notify returning employees of the date of their expected return at least one week prior to the return date.
- E. Employees shall not be used as substitutes for certificated employees except to supervise for the certificated employees to whom the employee is assigned and then only in emergency

circumstances. Employees who have substitute certification and are utilized to cover certificated classrooms will be subject to the certificated bargaining unit, including compensation, for that work; however, where compensation for substituting under the certificated bargaining agreement is less than that which the employee would have earned if paid their regular hourly rate, the employee will receive their regular rate of pay for time spent substituting. While substituting for certificated employees, paraeducators will continue to accrue seniority under this Agreement.

- F. Instructional Planning: Paraeducators are not responsible to provide curriculum or lesson plans for student instruction.
- G. Training and Support: Upon hire or transfer, employees first paid day of work will consist of onboarding and orientation.

ARTICLE 5: PERSONNEL FILES

- Section 1. All employees shall be entitled to inspect the contents of their personnel files which are maintained in the District Administration office and working files which are maintained by the building principal. The employee must set an appointment with the building principal or District Administration to view their personnel file or working file.
- Section 2. Employees shall receive a copy and have the right to respond to all derogatory material placed in the personnel files.
- Section 3. An employee may petition the Superintendent for the removal of derogatory material however, any removal of material is left to the sole discretion of the Superintendent and is not subject to the grievance process.
- Section 4. Any evaluative concerns, complaints or derogatory materials placed in a working file maintained at the worksite, must be signed by the employee before placement.

ARTICLE 6: EVALUATIONS

- Section 1. Employees shall be evaluated pursuant to the evaluation form in Appendix C. Such evaluations shall be made at least once annually and shall be signed by the appropriate administrator. Additional reports and observations other than by the appropriate administrator used in the evaluation shall be identified as to source. During the 2023-2024 school year, the District and Association will use time during labor-management meetings to review the evaluations process in order to identify successful strategies, areas of concern, and next steps to improve the evaluation process.
 - A. Certificated supervisors may provide input to their program paraeducators.
 - B. Administrative evaluators shall be familiar with the work of the employee.

- Section 2. 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, necessarily imply that the employee agrees with the contents of the evaluation report. The employee will have the right to attach a written rebuttal to the evaluation form.
- Section 3. An employee shall be given a copy of the employee's evaluation at least one (1) day before any conference to discuss it. No evaluation shall be submitted to the District office, placed in the employee's file or otherwise acted upon without the employee having an opportunity for a prior conference
- Section 4. If an employee receives an evaluation indicating that the employee's job performance is unsatisfactory, the employee may request, in writing, that the supervisor arrange a conference to clarify job expectations. The employee may have an Association representative at the conference.
- Section 5. Any concerns relative to an employee's job performance shall be discussed with the employee as early in the school year as possible.
- Section 6. After ninety (90) calendar days of probationary employment, administrators will evaluate employees.

ARTICLE 7: VACANCIES AND NEW POSITIONS

- Section 1. The District recognizes the benefits of promoting from within and agrees to give first consideration of promotional opportunities to employees presently employed who are the most qualified.
- Section 2. When a position opens, notice of the opening shall be posted on the District website for a minimum of seven (7) days. The notice shall specify minimum qualifications, hours and, if available, building location of the opening.
- Section 3. Vacancies that occur beginning February 1 of each year, through the end of the school year, shall be filled with substitute employees whose employment may continue no longer than the end of the current school year. The rate of pay for long-term substitute employees shall be step 1 after the twentieth (20th) consecutive working day in that position. All regular substitutes will be paid per Article 18: Salaries and Employee Compensation. These vacancies shall then be evaluated according to program needs and necessary positions for the next school year shall be posted according to Sections 2 and 3.
- Section 4. Current employees who apply for a vacant position and meet the minimum qualifications shall be interviewed, and positions shall be filled based on the applicant's qualifications for the position. If applicants are similar in qualifications, the position is offered to the most senior employee. If the administrator determines there are no applicants that meet the minimum and preferred qualifications, the position shall be open to the public until filled. Upon selection and acceptance of the position, all interviewed candidates will be notified of non-selection. Reasons for non-selection shall be provided by the hiring supervisor, Director of

Human Resources or Superintendent, to a current employee who applied for the position upon written request.

Section 5. Additional time of two (2) hours or less may be added to a current employee's' position if both the employee and the District agree to the addition. The District will notify the Association of any increase in work time.

All additional hours will be offered first to employees with one year of service or more, who are available to work the time assigned and who will not go into overtime status as a result of the added time.

Section 6. Involuntary reassignments shall not be made if they would cause the employee to work fewer hours. Except in the instance of a reduction in force. (RIF)

The right to make assignments and reassignments and to transfer employees, providing the employee is qualified for the position, shall remain the right of the District. The District shall consider voluntary transfer requests and seniority when making transfers, however the Association recognizes the District has the responsibility to place members where they are most needed to improve student learning and efficient school operations.

Section 7. In the event that a paraeducator who works with life skills, development center, or one-on-one students is absent from work, the District may assign another employee to substitute for the paraeducator if the employee has previously indicated a willingness to substitute in that role. Employees assigned to substitute for a paraeducator who works with life skills, development center, or one-on-one students will be compensated at the rate for the position in which they are substituting.

ARTICLE 8: POSITION DESCRIPTIONS

- Section 1. At the time an applicant or employee is advised that they has been accepted for employment or thereafter when job duties are substantially changed, the applicant or employee shall be provided with a copy of the position description which shall include a general description of the duties to be performed and the number of hours per day to be worked.
- Section 2. Position descriptions for all positions subject to this Agreement shall be provided to the Association. Subsequent changes of such descriptions shall be forwarded to the Association and the individual employee.
- Section 3. Where no such position description(s) exist, the District will develop such descriptions. At the time of the annual evaluation the employee shall review a copy of his/her job description and may request an update, if appropriate.

- Section 1. In the determination of layoffs caused by program needs and economic considerations of the District, employees shall be laid off in reverse order of seniority in the bargaining unit, provided that the more senior employee is qualified to fill the position of a less senior employee according to qualifications determined by the District. Employees shall not be "bumped" or reduced in seniority ranking by non-bargaining unit employees. Employees in the layoff process shall be limited to no less and no more than one hour difference in their new hours than their most recent regular work schedule as they replace less senior employees.
- Section 2. In the event the District anticipates a layoff of employees, the Association and the affected employees will be given 30 calendar days written notice prior to the time the layoff would occur.
- Section 3. A laid off employee shall, upon application, and at the employee's option, be granted priority status on the substitute list according to seniority.

Laid off employees may continue their insurance benefits through federal COBRA rights as administered by the School Employees Benefits Board.

All benefits to which an employee was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the employee upon return to active employment and the employee will maintain the employee's step on the salary schedule.

Section 4. Laid off employees shall be placed into a reemployment pool. Reassignment from this pool to existing vacancies shall be in reverse order of layoff to any position for which they are qualified. Recall rights shall not extend beyond two (2) years from the date of layoff.

Notices of recall shall be sent by email, phone call, and text message. It shall be the employee's responsibility to provide the District their current contact information, including mailing address, email address, and telephone number. Human Resources may call an employee and offer a position to expedite the recall process. A written record of the call shall be time stamped and dated.

An employee offered employment will have five (5) calendar days (excluding Saturday, Sunday and holidays) from the receipt of the written or telephoned offer or fifteen (15) calendar days (excluding Saturday, Sunday and holidays) from the date of mailing, whichever occurs first, to accept the position in person or in writing. If they reject the offer, the position shall be offered to the individual so laid off with the next greatest total seniority.

Section 5: Reduction of Hours: Reduction in hours shall be based on seniority and qualifications for the position. For the purposes of this section only, employees shall be grouped on the seniority list by hire date. Exempt positions include positions currently held by employees with specific physical capabilities due to student's disability, required and District-provided program training of 40 hours or greater, and/or technical skills

requiring more than 40 hours of District-provided training to perform the assignment at a satisfactory level. SLPAs, COTAs and other positions requiring licenses will be considered for reduction by job title.

ARTICLE 10: HOURS OF WORK AND OVERTIME

- Section 1. The general workweek shall consist of five (5) consecutive days, Monday through Friday. Saturday may be included in the general work week depending on program needs. Wages for work outside of the M-F, standard school day shall be the same as regular wages, however, those assignments where certificated staff are not on campus shall be no less than the standard wages and an additional incentive stipend may be agreed to by the Paraeducator, supervisor, and superintendent.
- Section 2. Employee start and end times shall generally be no sooner than one hour before students are scheduled to attend in their assigned building, and shall not continue beyond one hour after students are excused in their assigned building. Exceptions to this shall require a ten (10) working days' notification of the employee prior to implementation of the new schedule. Except notice shall be five (5) days prior to September 30, and the employee may waive the notification period.
- Section 3. All employees shall be allowed a rest period of not less than ten (10) minutes on the employer's time for each four (4) hours of working time, scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three (3) hours without a rest period.
- Section 4. All employees entitled to a lunch period in accordance with applicable law will be provided a minimum duty free lunch period of thirty (30) minutes where the employee is free to leave the work site. If an employee's duty-free lunch period is interrupted, the employee's authorized supervisor shall reschedule the duty-free lunch period, and if it is not possible to reschedule the duty-free lunch period, the employee shall be compensated for the time lost.
- Section 5. Any time worked in excess of forty (40) hours per week will be considered overtime to be paid at the rate of time and one-half per hour. Holidays, vacation, sick, and other absences do not constitute worked hours.

At the option of the employee and if arranged prior in writing to the assignment, compensatory time may be taken in lieu of authorized overtime payment, in accordance with the provisions of applicable state and federal law.

Additional hours not constituting overtime shall be compensated at the employee's regular rate of pay.

During a single week (Monday to Sunday) an employee, with supervisor approval, may flex hours from one day to another.

- Section 6: In exchange for .5 day leave prior to the Thanksgiving holiday, and .5 day leave the last day of school, a pre-service enrichment day shall be required attendance.
- Section 7: If an employee is required to travel and use their personal vehicle, the employee will be paid mileage at the IRS rate. If the travel is at the beginning and/or end of the employee's work day and starts or ends at the employee's residence the normal daily mileage required to drive to/from work will be deducted from the overall mileage compensated.
- Section 8. School Calendar Committee: Annually, a joint School Calendar Committee will be appointed by the Superintendent/designee which includes at least one Association representative. The Association will be given time to obtain input from the membership, if needed, regarding calendar options. Should there be legislative changes that impact the school calendar or should the District need to alter the work year to meet emergencies, the District agrees to meet with the Association to discuss the impact.
- Section 9. Within the timelines established in state law and rules, newly hired Paraeducators shall complete the Fundamental Course of Study (FCS) as required by the state. The hours of training shall be worked outside of employees' regular assignments, shall not be worked so as to incur overtime, and shall be compensated when proof of training is provided. In consultation with the Professional Development Committee, the District will determine the format (in-person and online) of the FCS training.

ARTICLE 11: SENIORITY

- Section 1. The seniority of an employee within the bargaining unit shall be established as of the date the administrator formally announces the selection. If the selection date still results in a tie, the date and time stamp on the employees' applications will be used to determine seniority.
- Section 2. The seniority rights of an employee shall be lost for the following reasons: resignation, discharge for justifiable cause, and retirement, except as stated in Section 6 of this Article.
- Section 3. Seniority rights shall not be lost but shall not accrue for the following reasons: authorized, unpaid leaves of absence, and involuntary layoff.
- Section 4. Seniority rights shall continue to accrue for the following reasons: absence due to industrial injury; paid, authorized absence covered by the leave provision of the bargaining agreement.
- Section 5. On October 1 and April 30 of each year, the District will distribute, to the Association President, a seniority list ranking each employee from greatest to least seniority within the bargaining unit. The Association President will be notified of the name and hire date of all new employees.
- Section 6. Former bargaining unit members who return to the bargaining unit within twenty-four (24) months will maintain their step on the salary schedule, sick leave, vacation credit, and seniority credit.

Section 1. Illness and Injury

- A. Not more than twelve (12) days annual leave shall be provided for illness, emergency, or injury or as permitted under RCW 49.46.210.
- B. The employee shall notify the employee's supervisor at least one (1) hour prior to the employee's normal starting time, if possible, of the inability to work. The District may require an employee to provide a doctor's certification of illness after five (5) consecutive days of absence.
- C. In the event that an employee is absent for reasons which are covered by Industrial Insurance, the employee has accumulated illness and injury leave available, and the employees notifies the District that the employee desires to use injury and illness leave to supplement Industrial Insurance payments, the District shall pay the employee an amount equal to the difference between the amount paid by the Department of Labor and Industries and the amount the employee would normally earn. A deduction shall be made from the employee's accumulated illness and injury leave in accordance with the amount paid by the District.
- D. Compensation for leave for illness or injury shall be the same as the compensation such Paraeducator would have received had such Paraeducator not taken the leave.
- E. Each employee shall be credited in advance with the illness and injury leave allowance at the beginning of each school year or at the beginning of employment.
 - Illness and injury leave provided and not taken shall accumulate from year to year up to a maximum allowed by law.
- F. At the time of separation from school district employment, an eligible employee, as defined by RCW 28A.400.210(2), or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation for each four (4) days accrued leave for illness or injury. Maximum accumulation for such remuneration under this formula shall be one hundred and eighty (180) days.
- G. In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) days of accrued leave for illness or injury in excess of sixty (60) days. Leave for which compensation has been received shall be deducted from accrued leave at the rate of four (4) days for every one (1) day of monetary compensation as defined by RCW 28A.400.210(2).
- H. Employees may participate in the Sequim School District Leave Sharing Program in accordance with Chapter 392-136A WAC. Under the provisions of this program, the District shall receive and process requests noted herein.

- 1. Employees volunteering to participate in this program will fill out a "Request to Transfer Sick Leave" form and submit it to the District. Days shall be converted to hours.
- 2. An employee shall be entitled to receive leave under this Section pursuant to Chapter 392-136A WAC.
- 3. An employee needing leave days shall submit a "Request to Receive Sick Leave from Co-Workers" form to the District. In the event the employee is unable to submit such written request, a designee may submit the request on behalf of the employee. Days shall be converted to hours. The value of the leave transferred shall be based upon the leave value of the person receiving the leave.
- Section 2. Personal Leave. Employees shall be provided three (3) District paid personal days per year. These days must be approved by the employee's supervisor and shall be scheduled one week in advance. Personal leave may be accrued up to a maximum of four (4) days per year. Employees will have the option of taking personal leave during the year or of being compensated for accrued days of personal leave at the employees' hourly rate at the end of the year. Employees must provide notice to the District of their intent to carry over a personal leave day by July 10; otherwise, the employee's leave will be cashed out.

No more than 10% of building employees may use leave under this section on any one day unless approved by the Superintendent or designee. Personal Leave may be denied if a shortage of qualified substitutes exists.

Section 3. Bereavement/Critical Illness Leave. 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 of the employee's 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.

Section 4. Parental Leave:

A. Employees who are disabled due to pregnancy, miscarriage, or childbirth may use up to ninety (90) days of their illness and injury leave for their disability. Extenuating circumstances may develop that must be verified by a physician's written statement in which case leave shall be extended. Employees who have adopted a child may use up to ten (10) days of their illness and injury leave for childcare. At the employee's option, the days, or some portion thereof, may be without sick leave reimbursement.

Except in the case of miscarriage or extenuating circumstances, the employee shall give written notice to the Employer at least four (4) weeks prior to the commencement of said leave. The written request for disability leave should include a statement as to the expected date of return to employment. Within thirty (30) days after childbirth, the employee shall inform the Employer of the specific day she will return to work.

- All employment rights shall be maintained during such leave. A returning employee shall be placed in the same position or in an equivalent position.
- B. An employee shall be granted, upon request, a leave of absence without pay up to the duration of the current school year; or, in the case of an employee who gives birth or adopts a child during non-work days between school years, the employee shall be granted, upon request, a leave of absence without pay up to the duration of the subsequent school year. The employee shall inform the District of the number of days required for the leave at the time the request for leave is submitted. A returning employee shall be placed in the same position or in an equivalent position.
- C. In the event of the birth of a child of the employee's spouse, the employee will be allowed three (3) days of leave with pay to be deducted from an employee's sick leave.
- Section 5. Judicial Leave. In the event an employee is summoned to serve as juror or as a witness not adverse to the District or on the employee's 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 6. Military Leave. Military leave shall be granted in accordance with law (RCW 38.40.060).
- Section 7. Association Leave. During the contract period the Association shall be allowed up to ten (10) days (80 hours) per year of Association release time for Association business. The Association will pay for all substitute costs associated with such release time.
- Section 8. Leave of Absence.
 - A. Employees who have been employed with the District full-time for one (1) year or more upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Directors, may be granted an unpaid extended leave of absence for a period not to exceed one (1) year. Leave of absence is for purposes of child care, public service, and recuperation from serious illness or injury. Leave to engage in professionally related work experience or to advance their education shall not be approved. All leaves of absence 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. 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 15, or June 15 in years when the state budget is not adopted by May 15. In years when a reduction in force is anticipated, leave of absence requests shall be accepted at any time.
 - 3. Employees accepting such leave shall be expected to return to the District and 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.

4. The Board, at its discretion may grant leaves of absence in addition to and at terms differing from those set forth in this Section, 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.

Section 9. Assault Leave

- A. Any incident which could constitute assault 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 subsection B. below. 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).
- B. 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 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 Worker's Compensation award or benefit. No part of such absence will be charged to annual or accumulated sick leave.

Section 10: Washington State Paid Family and Medical Leave (PFML)

Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum number of hours determined by the State within the past calendar year. Employees may elect to use either applicable accrued leave or PFML. Employees may choose to apply for PFML while the employee is on unpaid leave or following the exhaustion of unpaid leave.

ARTICLE 13: GRIEVANCE PROCEDURE

Section 1. Definitions

- A. A grievance is an alleged misinterpretation of, misapplication of, or violation of, the terms and/or provisions of this Agreement.
- B. A grievant shall mean an individual, a group of individuals and/or the Association.
- C. The term "supervisor" shall mean the appropriate administrator.
- D. The term "days" when used hereinafter shall mean work days.

Section 2. Procedure for Processing Grievances

A. Immediate Supervisor

- 1. 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 grievant or the Association should have reasonably become aware of the occurrence of the events giving rise to the grievance, whichever is later.
- 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
 specific remedy or relief) requested. Just make whole is not an acceptable remedy
 request.
- 3. 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 ten (10) 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.

B. Superintendent

- 1. If no satisfactory settlement is reached in Step A, the grievance may be appealed to Step B, Superintendent, or designated representative, within ten (10) working days of receipt of the decision rendered in Step A.
- 2. The Superintendent or 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 B appeal.
- 3. The Superintendent or 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 ten (10) working days from the conclusion of the meeting.

C. Arbitration

1. If no satisfactory settlement is reached at Step B, the Association, within fifteen (15) working days of the receipt of the Step B decision may appeal the final decision of the District to arbitration. The Association and District shall have fifteen (15) working days to come to mutual agreement on an arbitrator. If the District and Association are unable to agree on an arbitrator, the matter shall be submitted to the American Arbitration Association for arbitration under the Voluntary Rules. It shall be the function

of the arbitrator and they shall be empowered, except as their 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.

- 2. The arbitrator shall hold a hearing. Ten (10) working days' notice shall be given to both parties of the time and place of the hearing. The arbitrator will issue the decision within twenty (20) days from the date final written briefs have been submitted or, if briefing is waived by both parties, twenty (20) days after the completion of the hearing.
- 3. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon the District, the Association and the grievant(s).

D. Jurisdiction of Arbitrator

- 1. The arbitrator shall have no power to add to, subtract from, disregard or modify the terms and provisions of this agreement.
- 2. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law. The arbitrator cannot hear matters that were not properly and timely processed through the grievance process; the arbitrator cannot receive evidence that was not presented to the Superintendent or designee during that step of the grievance process; the arbitrator shall not be entitled to grant an award on a "continuing grievance" that goes back more than twenty (20) days from the date the grievance was filed.

Section 3. Time Limits

- A. Time limits provided in this procedure may be extended by mutual agreement when signed by the parties.
- B. 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.
- C. 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 at the previous step and shall prohibit the grievance from being presented to an arbitrator.
- D. In order to expedite grievance adjudication, the parties agree that any Association grievances or class action grievances will be lodged at Step B of this procedure.

Section 4. Reprisals

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

Section 5. Costs

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 14: STAFF SAFETY

Staff will be informed of general all District/Building safety plans and discipline policies yearly.

- Section 1. Employees must notify building administration of any matter concerning the safety of staff and students.
- Section 2. Employees have the right to call law enforcement during the workday if they feel they are being harassed or threatened during the performance of their duties. Unless the threat is imminent, employees are expected to utilize District training and policies to attempt to deescalate the situation. Employees will ask the person to leave before calling law enforcement.
- Section 3. Employees will fill out and submit all incident and restraint or isolation data forms to the building administrator. (See Appendix B)
 - 1. Incident and restraint or isolation forms will be approved by the District and uniformly distributed.
 - 2. These forms will be found in the health room at each building.
 - 3. Employees will receive a copy of all incident forms submitted for their own personal records.
 - 4. The Association will be provided samples of all incident and restraint or isolation forms adopted by the District.
- Section 4. The Association President will be notified by the District if law enforcement is called regarding an employee or if an employee is injured in the course of the employee's work.

ARTICLE 15: EMPLOYEE PROTECTION

- Section 1. Insurance coverage shall be in accordance with that provided by the District's insurance carrier.
 - A. 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.
 - B. 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 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.
- C. 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.
- Section 2. No employee will be requested or required to dispense or administer medication unless in accordance with state law and after having received instruction/training from the appropriate personnel. Employees will not be requested or required to perform other specialized medical procedures without having received prior appropriate training or without having the necessary certification or license to perform the procedure. Training time will be paid at the employee's regular hourly rate of pay or at the overtime rate if applicable.
 - The District will pay the cost of obtaining and/or receiving first aid cards for employees required to have such cards. Time spent in these and other required training programs will be compensated at the regular rate of pay or at the overtime rate if applicable.
- Section 3. The District shall hold employees harmless when employees make good faith reports of alleged child abuse by other staff to District Administrators, according to RCW 28A.400.317.

ARTICLE 16: INSURANCE

- Section 1. The District shall contribute to the state School Employees Benefits Board (SEBB) the state-required employer contribution per eligible employee per month.
- Section 2. Any employee who is on layoff or unpaid status may continue health insurance coverage pursuant to the federal COBRA program consistent with the requirements of the SEBB.
- Section 3. The retiree subsidy is included in the state-required employer contribution per eligible employee per month.
- Section 4. The District will make available to employees, at their option, an Internal Revenue Service Code Section 125 flexible benefits plan. The plan will be established, administered, and communicated to employees by the District without cost to the employees.

ARTICLE 17: EDUCATIONAL INCENTIVE PROGRAM

Employees who earned Education Incentive programs hours prior to August 31, 1998 shall continue to receive the EI stipend on their hourly pay during the tenure of one's employment.

Under the EI program, each employee has the option to earn their regular rate of pay for each hour of District approved training or professional development up to a maximum of forty-five (45) hours before or after their contracted hours, per employment year. To receive compensation for time spent attending trainings or professional development, employees must use the EI program process, as outlined in Article 17. If an employee has used the forty-five (45) hours of EI time, the employee may still receive compensation for attending District mandated trainings or professional development.

- Section 1. Employees shall obtain approval for the training or course from the building principal, Superintendent or designee in advance of the training or course. The District agrees to approve all current job-related trainings.
- Section 2. One guarter approved college credit is equal to ten (10) hours.
- Section 3. Employees will provide attendance verification to the District on or before the last working day of each month to be paid the following pay period.
- Section 4. Employees attending training courses required to maintain their certification as a condition of employment, will be paid by the District at the employee's regular hourly rate of pay for all time in attendance, plus any fees, tuition and mileage if a District vehicle is not available.
- Section 5. Employees may use these forty-five (45) hours before or after the contracted hours to:
 - meet with their assigned certificated instructors to assist in student learning or discuss job responsibilities
 - attend IEP, staff, and para educator team meetings, if attendance is requested
 - practice and learn instructional materials
 - attend in-building technology training.
 - complete required on-line safety courses
 - fill out incident reports and debrief with certificated staff and administration
 - report student data
 - and prepare substitute folders
- Section 6. No employee will be allowed to earn incentive hours beyond forty 40 hours of total work in one work week.

Section 1. Salary Provisions

- A. Each employee shall be paid according to their proper salary step as set forth in Appendix A. Each employee who is eligible for an increment and who has remaining incremental movement available will be granted one (1) increment effective September 1. An employee shall be eligible for an increment if they worked 135 or more days in the preceding school year.
- B. Salaries contained in Appendix A shall be for the entire term of this Agreement, subject to the terms and conditions of this Article 18. Should the date of execution of this Agreement be subsequent to the effective date, salaries shall be retroactive to the effective date.
- C. Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this Agreement, if possible, and in any case not later than the second regular pay day. In the case of retroactive pay resulting from negotiations pursuant to this Article 18, such retroactive pay shall be paid on the first regular pay day following agreement on such schedule, if possible, and in any case not later than the second regular pay day.
- Section 2. Credit for out of District public school experience will be granted in accordance with RCW 28A.400.300. Credit for non-public schoolwork related experience shall be awarded on a one (1) year-for-one (1) year basis.
- Section 3. Each regular employee shall receive ten (10) paid holidays (Veterans Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day, Day before New Year's, New Year's Day, Martin Luther King Jr. Day, Presidents' Day, and Memorial Day). If the first day of school is prior to Labor Day (the first Monday in September), regular employees employed as of the first day of school shall receive Labor Day as a paid holiday. If the last day of school is after Juneteenth, regular employees employed the work day before and the work day after Juneteenth shall receive Juneteenth as a paid holiday.
- Section 4. Employees who work with Life Skills and Development Center students and employees who work one-on-one with a student being served for behavior disabilities shall receive one dollar (\$1.00) per hour premium pay for hours working with those students.

Employees whose job descriptions are for COTA, SLPA and ASL Education Interpreter, or Health Clerk, and required certification for their position, shall receive \$1.25 per hour premium pay.

The practice of using specific Paraeducator staff to do language interpretation duties shall continue during the term of this Agreement at the premium rate of fifty cents (50¢) per hour for the time worked doing interpretation.

- Section 5. Appendix A wage schedule is in effect starting with the 2023-2024 school year reflecting the annual state inflationary adjustment (implicit price deflator, IPD) of 3.7% plus and additional 2.5%. Effective September 1, 2024, Appendix A will be increased by the IPD, and an additional 1.5%.
- Section 6. Substitute employees for these positions will be paid at 90% of the step 1 wage rate for their first thirty (30) days as a substitute. After thirty (30) days, substitutes shall be paid the wage rate for their place on the wage schedule.

ARTICLE 19: ASSOCIATION-DISTRICT COMMITTEES

Section 1: Labor/Management Committee. In the interest of attaining and maintaining a harmonious working environment, the Association and District agree to maintain a Labor/Management Committee (LMC) for the purposes of discussing topics of general or specific concern and problem-solving issues at the lowest level possible without circumventing the rights of members, the Association's right to file grievances or the right and proper use of negotiations by both parties.

The LMC will meet at least quarterly and, if requested by members of the LMC, may meet more often. The attendees shall include relevant representatives of the District and relevant member representatives as well as the Association Representative and/or Labor Negotiator. Employees will be allowed paid release time to attend meetings.

- Section 2. School Calendar Committee. Annually, a joint School Calendar Committee will be appointed by the Superintendent/designee which includes (a) Sequim para representative(s). The Association will be given time to obtain input from the membership, if needed, regarding calendar options. Should there be legislative changes that impact the school calendar, or should the District need to alter the work year to meet emergencies, the District agrees to meet with the Association to discuss the impact.
- Section 3. A District-Association Professional Development Committee shall meet annually between the conclusion of spring break and the last day of school to develop a program of professional development for the subsequent school year.

ARTICLE 20: TERM, STATUS, AND SEVERABILITY OF PROVISIONS

- Section 1. The term of this Agreement shall be September 1, 2023 to August 31, 2025. Insurance may be reopened each year of the agreement. The parties will reopen to bargain any non-salary legislative changes.
- Section 2. This Agreement shall grant incremental increment steps and salary improvement as provided by the State for employees for the term of the Agreement.
- Section 3. This Agreement shall supersede any rules, regulations, policies, individual contracts, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.

In witness whereof, the parties have executed their Agreement the day and year written below.

Recommended

Ela Klinger	Victin Rage +
SAP Representative	District Representative
9-14-2023	9/14/23
Ordio Mangano	Regan Nululs
SAP Representative	District Representative
9/14/2023	9/18/2023
Date	Date
Approved	
SanetWebb	En Pickens
SAP President	Board of Education President $$
9/14/2023	9/18/2023

2023-2024 Paraeducator Salary Schedule

	Paraeducator	Paraeducator + \$1.00 for Life Skills, Development Center, and One on One Behavior	\$1.25 Health Clerk, Speech Language Pathology Asst, Certified Occupational Therapy Assistant, ASL
STEPS		1.00	1.25
1	21.80	22.80	23.05
2	22.25	23.25	23.50
1 2 3 4	22.69	23.69 24.14	23.94 24.39
	23.14	24.14	24.39
5 6 7	23.61	24.61	24.86 25.33 25.81
6	24.08	25.08	25.33
7	24.56	25.56	25.81
8	25.05	26.05	26.30
9	25.55	26.55	26.80
10	26.19	27.19	27.44
11	26.71	27.71	27.96
12	27.25	28.25	28.50
13	27.79	28.79	29.04
14	28.35	29.35	29.60
15 16	29.20	30.20	30.45
16	29.78	30.78	31.03
17	30.38	31.38	31.63
18		31.99	32.24
19	31.60	32.60	32.85
20	32.71	33.71	33.96

Longevity:

.5% increase Steps 10-14; 1% increase Steps 15-19; 1.5% increase Step 20

Form 3246 Students

STUDENT RESTRAINT AND/OR ISOLATION INCIDENT REPORT

This form is to be used to document an incident when restraint or isolation was required to prevent or minimize imminent bodily harm to self or others.

The principal or principal's designee must make a reasonable effort to verbally inform the student's parent or guardian within twenty-four hours of the incident and must send written notification as soon as practical but postmarked no later than five business days after the restraint or isolation occurred. If the school or school district customarily provides the parent or guardian with school-related information in a language other than English, the written report under this section must be provided to the parent or guardian in that language. (RCW 28A.600.485)

Student Name	IEP/504/Gen Ed	
Date	Teacher/Staff	
School	Incident Location	
Grade		

vior: What did the student do that required physically intervening or isolating?

П	Imminent serious physical harm to themselves
	Imminent serious physical harm to others
0	Imminent serious physical harm to themselves and others
	Imminent serious property destruction
	Imminent serious physical harm to themselves and imminent serious property destruction
	Imminent serious physical harm to others and imminent serious property destruction
	Imminent serious physical harm to themselves and others and imminent serious property destruction
п	Other

Restraint Physical intervention or force used to control student (RCW 28A.600.485). Physical restraint does not include temporary touching or holding of the hand, wrist, arm, shoulder or back for the purpose of inducing a student to walk to a safe location, provided the physical contact does not substantially immobilize or reduce free movement of the student.

Escort: Midsection clothing/hip control 1 person, 1 arm 1 person cross arm 2 person 3 person 3 person Small child 2 person Other:	Hold: Standing hold Seated hold Floor hold (only trained staff allowed) Small child hold Small child escort to hold Other:
Escort:	Hold:
Time Escort Began:	Time Hold Began:
Time Escort Ended:	Time Hold Ended:
Staff name and Job Title Involved in Escort:	Staff name and Job Title Involved in Hold:

Isolation Excluding a student from their regular instructional area and restricting the student alone within a room or any other form of enclosure, from which the student may not leave (RCW 28A 600 485)

Time Began	Supervised by	
Time Ended	Job Title	
Duration	Location	

Required Procedures for Documentation and Notification

0 0 0	Positive re-direction Verbal de-escalation Walt time and space Active listening Choices Planned ignoring/silence Avoidance/repelling BIP interventions Other:
Descrip	tion of activity leading up to, during, and after the restraint and/or isolation occurred:
(Attach	a separate sheet if necessary)

Interventions: What was attempted prior to physically intervening or isolating?

	Date/Time	Initials
Notify Administrator within 24 hours (Staff notifies administrator following incident)		
Parent Notified verbally within 24 hours (Principal/designee verbally informs parent/guardian)		
Submit report - within 48 hours Incident report form submitted to building administrator and emailed/mailed to director of special education		
Parent written notice - no later than 5 school days Principal/designee sends written notification to parent/guardian		
Principal/designee reviews with staff involved - within 5 days of incident		
Building administrative assistant enters information into student information system		

Recommendations:

Staff involved or witnessed incident	Signature

Principal	Signature	

Sequim School District #323

Human Resources Department 503 N. Sequim Avenue · Sequim · Washington 360.582.3260 FAX: 360.683.6303



CLASSIFIED EMPLOYEE PERFORMANCE APPRAISAL Employee First Name Current Job Title Worksite Employee Last Name Employment Status: Provisional Continuing Supervisor Is continuing status recommended? \square Yes \square No (for final provisional evaluation only) SATISFACTORY NEEDS IMPROVEMENT NOT SATISFACTORY COMMENTS / DESCRIPTIONS / DETAILS For each competency applicable to this position, select the appropriate evaluative lane (satisfactory, needs It is important that the supervisor provides the employee with performance feedback in the space below. This is an opportunity to recognize the employee's accomplishments, improvement or not satisfactory). If a competency is not applicable to this encourage greater efforts in performance or help correct work deficiencies as noted. (An additional sheet may be attached if more space is needed for comments and details.) position, you may leave it blank. SECTION #1: QUALITY OF WORK PERFORMED a: Job knowledge _ b: Accuracy of work _c: Neatness of work _d: Thoroughness SECTION #2: QUANTITY OF WORK _a: Volume of work produced _b: Meets schedules / deadlines SECTION #3: WORK HABITS _a: Attendance _b: Complies with assigned schedule Organizes work well _c: Complies with rules, instructions, _d: policies and regulations SECTION #4: INTERPERSONAL SKILLS _a: Interaction with co-workers _b: Interaction with supervisor _ c: Interaction with clients Phone contacts _d: SECTION #5: PERSONAL QUALITIES _a: Accepts direction _b: Accepts changes _c: Initiative _d: Adaptability / flexibility _e: Independence Uses good judgment Demonstrates an interest in job _g: OVERALL RATING If "needs improvement" or "not satisfactory" is indicated, please attach improvement plan. SECTION #6: Strengths/Unique Qualities/Achievements SECTION #7: Areas of Concern/Improvement Needed SECTION #8: Individualized Goals for Next Evaluation My signature indicates I have seen and discussed this Performance Appraisal with my supervisor, but does not necessarily imply my agreement. I recognize that I have the opportunity to attach a response to this evaluation by submitting my written comments to the Director Human Resources. SIGNATURE OF EMPLOYEE DATE SIGNATURE OF NEXT LEVEL SUPERVISOR DATE Original must be returned to the Human Resources Department.

DATE

Updated 03/2020

A copy should be retained by the supervisor and a copy given to employee.

SIGNATURE OF SUPERVISOR