

# AGREEMENT

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



Sequim  
Education  
Association



In witness whereof, the parties hereto have executed with Agreement  
on this 20 day of June, 2023.



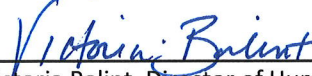
Saralyn Pozernick, President  
Sequim Education Association



Jorn Van de Weghe, Chief Negotiator  
Sequim Education Association



Regan Nickels, Superintendent  
Sequim School District



Victoria Balint, Director of Human Resources  
Sequim School District

## TABLE OF CONTENTS

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

## PREAMBLE

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

## ARTICLE 1: RECOGNITION

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

## ARTICLE 2: ADMINISTRATION OF AGREEMENT

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



### ARTICLE 3: PAYROLL DEDUCTION

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

#### ARTICLE 4: RIGHTS OF THE PARTIES

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##### A. Management Rights

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

##### B. Association Rights

1. The Association and its representatives shall have access to District buildings for meetings to transact Association business provided that it has been approved by and not unreasonably withheld by the building administrator.
2. The Association shall have access to District technology and office equipment at reasonable times when such equipment is not otherwise in use provided that it has been approved by the building administrator.
3. The Association shall have access to bulletin boards to post notices of activities and matters of Association concern, excluding materials prohibited by the state Public Disclosure Commission rules and guidance.
4. The Association shall have access to the District mail, mailboxes and email service providing such use is consistent with District policies and procedures for communication purposes.
5. The Association and its representatives shall have access to District certificated employees provided that it does not disrupt the educational program.
6. Representatives duly authorized by the Association who participate during working hours in negotiations, grievance proceedings, conferences, or meetings, provided such meetings and the number of participants are agreed to by the District, shall suffer no loss in pay.
7. Both the Board and the Association agree to furnish all information necessary for developing feasible, constructive proposals and counter proposals, and to which the other is lawfully entitled. This information shall include, but not be limited to, accurate District financial records, financial projections, preliminary budgets, and information pertinent to the experience and educational levels of all certificated staff. All information shall be delivered within a reasonable time after request.
8. The Association will hold its Representative Council meetings on the second Wednesday of each month. Building and district administrators will not schedule any conflicting meetings on that afternoon.
9. 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 the option for either party to recommend changes prior to January 15 of the school year preceding the second-year calendar. The Association agrees to participate in negotiations on calendar starting no later than November 1.



C. Employee Rights

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

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

## ARTICLE 5: PROFESSIONAL DEVELOPMENT

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

B. New Teacher Mentor Program

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

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

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

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

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

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

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

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

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

## ARTICLE 6: USE OF FACILITIES

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

## ARTICLE 7: PERSONNEL FILES

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- 259       A. Employees or former employees shall have access to personnel files as per the provision of RCW  
260       42.17, that is; employees have the right to inspect all contents of their personnel files which shall be  
261       maintained in the District Administrative Office and working files which may be maintained by the  
262       building principal. The District will comply with RCW 49.12.250 regarding the right of employees to  
263       access their personnel file(s).
- 264       B. Employees shall be notified within ten (10) school days and have the right to respond to all material  
265       placed in their personnel file. The principal's working file shall not carry over from one principal to  
266       another.
- 267       C. Employees shall have the right to petition the Superintendent or the Board for removal of derogatory  
268       material.

## ARTICLE 8: STUDENT DISCIPLINE

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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.

B. Building administrators shall schedule and hold a faculty meeting prior to October 1 of each year 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, unless the student's behavior is a manifestation of their disability, 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 themselves or others.

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 13 (Evaluation) but shall be subject to Article 20 (Grievance Procedure).

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 their return to the classroom a conference with the student, parent (whenever possible), administrator, and teacher will be held.

## ARTICLE 9: ACADEMIC FREEDOM

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



## ARTICLE 10: CONTRACTS

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

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

## ARTICLE 11: WORK SCHEDULES

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

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 (including IEP 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 five hundred twenty (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.

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

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

H. 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).

I. 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.

J. 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.

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

L. 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.

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

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

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

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

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

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

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

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

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

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

6. Maximum caseloads: The intent of the District is to ensure reasonable caseloads. Individual caseloads will be reviewed and adjusted as necessary to provide an environment that assures success for students and staff.
7. The District will strive to keep ESA caseloads below these maximums. When caseloads exceed the following maximum, they will be considered to be overloaded:

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

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

9. ESA caseloads shall be reasonable and equitable taking into consideration the number of students served, the degree of services required by the group of students assigned to any one ESA at any one time, number of programs and number of schools to which the ESA is assigned. A District designee shall meet with ESA groups as requested by either party to allow each ESA group to review current caseloads and consider any balancing adjustments.
10. In the event these established caseload maximums are exceeded, the District will relieve an overload situation by:
- a. Caseload balancing
  - b. Recruiting additional ESA staff
11. In the event that attempts to relieve a caseload overload situation are unsuccessful, the ESA whose caseload is in overload status will be compensated twenty-five dollars (\$25) per student per month.
12. When any general or special education teacher believes an assigned student with disabilities is not making sufficient progress, they have 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.
- a. 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. While attendance at IEP meetings is part of an employee's professional responsibilities (Appendix A), employees may request approval for compensation for time outside the workday for unusually extensive IEP meetings (for instance, meetings starting later than 3:45 p.m., or participation extending past ninety (90) minutes).
13. 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.
14. Special education teachers and SLPs may be eligible for IEP or transfer documentation time within the school day or as extra days of work compensated at the substitute rate. Eligibility for this option will be reviewed and determined with administration as needed.
15. The District will provide to all certificated school counselors or TOSAs assigned as counselors ten (10) per diem days at high school, five (5) days at middle school, and three (3) at elementary, and school psychologists ten (10) per diem days.
16. When a special education paraeducator is absent, the District will attempt to provide a paraeducator substitute beginning the first day of the absence.
- N. 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.
- O. The District can require employees to attend enrichment programs 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.



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

## ARTICLE 12: EVALUATION

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### A. Purpose

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

### B. Definitions

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

### C. Evaluations/Observations

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

2. 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.
3. 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.
4. Unsatisfactory evaluations, as defined in Paragraph 15, below, 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.
5. 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.
6. 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.
7. All observation reports used in making the evaluation shall be attached to the evaluation.
8. The employee shall sign the District's copy of the evaluation report to indicate that they have 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.
9. 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.
10. TPEP Educators assigned to subject matters for which they are not endorsed by certificates or for which they have no major or minor, shall not be evaluated with respect to TPEP criteria #4 (professional preparation) and #7 (knowledge of subject matter) except for assistance.
11. After an evaluation the principal or the evaluator may require the employee to take professional development training provided by the District in the area of professional skills needing improvement and may require the employee to work with a mutually agreed upon mentor for purposes of achieving such improvement (RCW 28A 405.140).
12. Evaluation Rubrics: The rubric for TPEP Educators shall be the Danielson Framework. Non-classroom educators will be evaluated on the state evaluation criteria.
13. TPEP Educators shall receive a comprehensive evaluation at least once every six (6) years. A Comprehensive evaluation assesses all eight (8) evaluation criteria. All criteria contribute to the summative evaluation performance rating. TPEP Educators not receiving a comprehensive evaluation will be assessed with a "focused evaluation." During a focused evaluation, the employee will select one (1) criterion for approval by the evaluator. If criteria 3 or 6 are not selected, the employee and evaluator shall use the student growth goal process of Criterion 3 or

6. The employee's last comprehensive rating shall remain in effect while the employee is on the focused evaluation process.

14. Should a Principal or evaluator determine to move a TPEP Educator from a focused to comprehensive evaluation, they must meet with the employee and inform them in writing before December 15<sup>th</sup>. During the meeting, they must provide the employee with a reason based on observed evidence. Employees may request to be transitioned from focused to comprehensive evaluation by notifying their evaluator prior to December 15.

15. Unsatisfactory Performance on a Comprehensive Evaluation (both TPEP and Non-Instructional Educators):

a. TPEP Educators:

i. With five (5) years of experience or less unsatisfactory performance is receiving a comprehensive evaluation rating of 1, Unsatisfactory.

ii. With greater than five (5) years of experience unsatisfactory performance is receiving comprehensive evaluation rating of 1, Unsatisfactory or 2, Basic two (2) years in a row or in two (2) out of three (3) years.

b. Non-Classroom Educators: unsatisfactory performance is receiving an overall evaluation rating of unsatisfactory.

16. Probation: An educator with unsatisfactory performance as defined above may be placed on probation for sixty (60) days after October 15th; probation must be completed by May 15th. If educator is deemed proficient, then he or she is removed from probation.

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

18. If the evaluator has observed deficiencies in the employee's professional 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 their 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 their areas of deficiency.

d. The employee may be removed from probation at any time if they demonstrate sufficient improvement to the principal of the building.

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

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

#### ARTICLE 13: ASSIGNMENT, TRANSFER & VACANCIES

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

## ARTICLE 14: REDUCTION IN FORCE

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### A. Definitions:

1. 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.
2. Reduction in Force (RIF) – reduction of number of employees resulting from a financial emergency, not decisions to discharge or non-renew an employee for cause. Any employee placed on layoff status shall retain all accrued benefits as are regularly extended to any employee on leave.
3. Qualifications – the appropriate Washington State Certificate, including endorsement, for the subject and/or grade level to which the employee will be assigned.
4. Seniority – length of certificated service within the State of Washington. Seniority shall be prorated for less than full-time service. Employees shall receive additional proportional seniority credit for additional work such as summer school, but seniority credit shall not exceed 1.0 FTE for any given year.
5. Voluntary leave – leave requested and granted during a time of financial emergency for a period of up to one year.

### B. Procedures for Staff Reduction

1. In the event the Board of Directors adopts a RIF, those teachers and other non-supervisory employees (collectively "employees" herein) who will be retained to implement the District's reduced or modified program and those who will be terminated from employment or adversely affected in contract status will be identified by using the following procedures:

#### a. Determination of Vacant Positions

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

#### b. Certification

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

#### c. Employment Categories

- i. The following categories and specialties are established to ensure the qualifications of personnel assigned to retained positions.
- ii. Elementary teachers will be listed for retention in one category (K-5). Elementary teachers shall include all elementary staff with appropriate certification or endorsement.
- iii. Secondary teachers (6 -12) will be listed for retention in areas with appropriate certification or endorsement.



- iv. Career and Technical Education (CTE) teachers will be listed for retention based upon the teaching area authorized on the teaching certificate.
- v. Other employees will be listed for retention in areas with appropriate certification or endorsement.
- vi. All employees on leave will be listed for retention as if they remained in the classroom. All employees on leave are subject to all RIF procedures.
- d. Retention by Employment Category
- Each employee will be listed for retention in their current assignment. Employees shall also be listed for retention in additional areas with appropriate certification or endorsement, provided the employee shall inform Human Resources, in writing, of those certifications or endorsements.
- e. Selection within Employment Categories
- Employees shall be considered for retention in available positions within the employment categories or specialties for which they qualify. In the event that there are more qualified employees than available positions in a given category, the following criteria shall be used to determine which employees shall be recommended for retention:
- i. Total seniority as an employee shall be the basis for retention for those categories identified in Subsection A3 above. Within each such category the employee(s) having the greater seniority shall be recommended for retention. In the event of a tie, Sequim School District experience will be the first tiebreaker. In the event ties remain, the employee(s) having the highest number of credits as recorded in the Personnel Office on October 1 of the current school year shall have preference. If ties remain, the employee(s) to be retained shall be determined by drawing lots among the employees who tie.
- ii. When a program is eliminated, staff members will be reassigned based upon their seniority, certification and/or endorsement.
- f. Action by Superintendent
- A seniority list shall be established and published by the District by February 1<sup>st</sup> 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 Association on or before April 1 of each school year. The list shall include the following:
- i. Certification/endorsement information
- ii. Certificated teaching experience within the State of Washington
- iii. Length of service within the District
- iv. Number of credits
- v. These provisions shall be implemented on or before the statutory notice date, generally May 15 of the school year prior to the school year in which any staff reductions may be necessary. The Superintendent shall take such action as may be required by statute to non-renew or adversely affect the employment contracts of affected employees.

787 C. Employment Pool

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

801 D. Involuntary Transfer Following Lay-Off

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

813 E. Employee Benefits

- 814 1. All benefits to which an employee was entitled at the time of their RIF, including unused  
815 accumulated sick leave, shall be restored to the employee upon their return to active  
816 employment; and the employee shall be placed on the proper step of the salary schedule to the  
817 employees's experience and education.

- 818 F. Any employee who is on layoff or unpaid status may continue health insurance coverage pursuant to  
819 the federal COBRA program consistent with the requirements of the SEBB.

#### ARTICLE 15: STUDENT TEACHER

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

## ARTICLE 16: LEAVES

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### A. Illness, Injury and Sick 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 emergency leave as follows:

#### 1. Sick Leave

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

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

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

#### 2. 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 twenty-five percent (25%) of the employee's current full-time daily rate of compensation for each full day of eligible sick leave (up to a maximum of three days in any one calendar year). Any such election shall be made by written notice to the District office during the month of January on forms provided by the District. All sick leaves days converted pursuant to this section shall be deducted from the employee's accumulated sick leave balance. Any such annual conversion of accumulated sick leave shall be subject to the terms and limitations of Washington Administration Code.

Any employee who shall retire or who shall die while employed by the District may elect (personally or by their personal representative, as appropriate) to convert accumulated unused sick leave days to monetary compensation at the rate of twenty-five percent (25%) 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 one hundred eighty (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.
3. VEBA
- a. The District has adopted the VEBA III Sick Leave Conversion Medical Reimbursement Plan (Plan) pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all employees in the collective bargaining unit who are eligible to participate in the Plan by reason of having excess sick leave conversion rights. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave days accrued by such employee available for contribution on an annual basis and at retirement in accordance with the statute. It is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with the statute. If an eligible employee fails to sign and submit such agreement to the District, they will not be permitted to participate in the Plan at any time during the term of this Agreement, and any and all excess sick leave which in the absence of this Agreement would accrue to such employee during the term thereof shall be forfeited together with all cash conversion rights that pertain to such excess sick leave.
- i. Annual Sick Leave Conversion: Eligibility for participating on an annual basis is limited to employees who have accumulated one hundred eighty 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 one hundred eighty 180 days of unused sick leave as of the effective date of this Agreement or decision adopting this Plan.
- ii. Retirement Sick Leave Conversion: For purposes of retirement contributions to the Plan, all employees covered by this Agreement who retire during the term hereof shall be eligible, and excess sick leave shall be defined as the sick leave days accruing to the credit of such employee during the term of this Agreement.
- b. This VEBA III provision shall be reopened annually.
4. Sick Leave Sharing shall be provided as per Chapter 392-136A WAC.
- B. Personal Leave
1. Each employee shall have three (3) days of personal leave per year.
- a. No reason must be given to the employee's supervisor, but leave must be approved in advance by the employee's supervisor pursuant to subsection 2, below. Personal leave shall be taken at reasonable times.
- b. Personal leave may be accrued up to a maximum of five (5) days per year. Employees will have the option of taking personal leave during the year or of being compensated for up to three (3) 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 for the unused days. In the event that a request is not received, the leave will automatically roll over until 5 days are accumulated. Employees who accrue over five (5) personal days will automatically be compensated at the end of the year at the substitute pay rate.

- d. 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.
- C. Temporary Disability, Maternity and Parent Leave
1. Employees who are physically unable to perform the functions of their position for medical reasons may request a temporary disability or maternity leave. Temporary disability or maternity leave, without compensation, shall be granted for illness, injury, surgery, or because of pregnancy, childbirth or adoption of a child.
2. Employees shall notify their immediate supervisor of their request for such leave. If possible, such notification shall be made sixty (60) calendar days prior to the proposed starting and ending date of the leave. The actual starting date of the leave will be determined as necessary to protect the quality of the instructional program, the desire of the employee and the employee's medical provider, by providing the District with a medical provider'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.
3. While the employee is still working, the District may request the employee to provide a certificate from the medical provider 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 medical provider's certificate as proof of disability for any absence.
4. 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.
5. An employee who has been granted such leave shall be allowed to return to the same position or a similar position.
6. 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.
- D. Military Leave
1. Twenty-one (21) days per year, October 1 to September 30 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.

955 E. Judicial Leave

- 956 1. In the event an employee is summoned to serve as a juror or to appear as a witness in court  
957 (except as a witness adverse to the District) or on their own behalf, or is named as a co-defendant  
958 with the District, such employee shall receive a normal day's pay for each day of required presence  
959 in court.
- 960 2. An employee on Judicial Leave shall prepare and deliver to their immediate supervisor detailed  
961 lesson plans for the period of the leave.

962 F. Bereavement/Critical Illness or Injury Leave

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

971 G. Association Leave

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

977 H. Professional Leave

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

982 I. Leaves of Absence

- 983 1. Employees who have continuing contracts, who in the year of application, are employed full time  
984 (1.0 FTE) shall be entitled to a one (1) year leave of absence for purposes of child care, public  
985 service, recuperation from serious illness or injury. Leave to engage in professionally related work  
986 experience or in pursuit of an advanced education program shall be with the approval of the Board  
987 of Directors. All are subject to the following provisions:
- 988 a. Leave shall be without pay except that the employee shall retain all seniority, salary placement  
989 and benefits earned at the time the leave is granted.
- 990 b. No more than four percent (4%) percent of certificated employees of the District shall be on  
991 leave in any one school year to be computed according to the total number of employees  
992 working under this Agreement as of September 1 in any given year.
- 993 c. Employees may not contract with another school district while on a District leave of absence.
- 994

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



- 1036 a. A supplementary salary stipend in an amount equal to one-half the average certificated salary  
1037 (identified on Schedule A hereto as the same may hereafter be amended) shall be made  
1038 available to the successful applicant.
- 1039 b. Employees on leave shall accrue one (1) year of experience for purposes of placement on the  
1040 District salary schedule and attendant rights of seniority. An employee shall further be  
1041 entitled to continue insurance coverage as regulated by the SEBB
- 1042 c. Employees who accept the District stipend shall be obligated to return to the District in the  
1043 same or similar position which they occupied prior to the leave as a condition of receipt of the  
1044 stipend for not less than two (2) years following the Sabbatical. An employee who is unable  
1045 to comply with this provision shall return the stipend to the District upon demand.
- 1046 K. Family and Medical Leave Act of 1993 (FMLA)
- 1047 1. The District shall post the Family Medical Leave Act at each employee work site. Caveat:  
1048 Employees should be aware that certain use of family and medical leave could result in the  
1049 employee exhausting all accrued sick leave.
- 1050 L. Washington State Paid Family and Medical Leave (PFML)
- 1051 1. Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington  
1052 State Family and Medical Leave and Insurance Act, as administered by the state department of  
1053 Employment Security. To be eligible for this leave, employees must have worked a minimum  
1054 number of hours determined by the State within the past calendar year. Employees may elect to  
1055 use either accrued leave or PFML. Employees may choose to apply for PFML while the employee  
1056 is on unpaid leave or following the exhaustion of unpaid leave.
- 1057 M. Assault Leave
- 1058 1. Any incident which could constitute assault upon an employee by another adult while acting  
1059 within the scope of their employment shall be reported promptly to the employee's immediate  
1060 supervisor. If, following that report and based on a complaint made by the employee to a law  
1061 enforcement agency; a criminal conviction for assault or similar judgment by reason of acts against  
1062 that employee result, then the District will support the employee as outlined in Item 3 below.
- 1063 2. Any incident which could constitute assault upon employee by a student will be investigated by  
1064 school administrators. If determined that the student's behavior against the employee constitutes  
1065 assault, the District will support the employee as outlined in Item 3. below as well (this does not  
1066 prevent the employee from reporting the incident to a law enforcement agency).
- 1067 3. Whenever an employee is absent from employment and unable to perform their duties as a result  
1068 of personal injuries sustained due to an assault and battery as defined in Item 1 above, the  
1069 employee will be paid full salary for the period of absence, up to one year from date of injury, less  
1070 the amount of any Worker's Compensation award or benefit. No part of such absence will be  
1071 charged to annual or accumulated sick leave.
- 1072 N. Leave Without Pay
1. Staff who take Leave Without Pay must have prior approval from the Superintendent or designee.

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

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### A. Method of Payment

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

### B. Placement on Salary Schedule

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

### C. Computation of Experience and Education Credits

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

1110 written notice of the pending arrival of such verification has been received by the Personnel Office  
 1111 by September 25.

1112 2. Credits acceptable for advancement on Schedule A hereto will be as provided in Article 18 herein.

1113 3. Experience credit on the salary schedule shall be given for each full year of teaching experience in  
 1114 the public school system. Experience credit for part-time teaching experience shall be given in the  
 1115 same proportion as the part-time contract bears to a full-time contract.

1116 4. Teaching experience in accredited private schools that substantially parallels public school  
 1117 experience will be accepted for advancement on the salary schedule.

1118 5. All employees will provide current transcripts of credits earned for purposes of determining  
 1119 correct placement on the statewide funding formula.

1120 6. For the purpose of determining placement on the salary schedule, employees serving in the role  
 1121 of occupational therapists (OT), physical therapists (PT), speech-language pathologists (SLP),  
 1122 audiologists, nurses, social workers, counselors, and psychologists regulated under Title 18 RCW  
 1123 shall include experience both in schools and other non-school positions as OTs, PTs, SLPs,  
 1124 audiologists, nurses, social workers, counselors, or psychologists. The calculation shall be that one  
 1125 year of service in a non-school position shall count as one year of service for purposes of  
 1126 placement on the salary schedule. Non-school years of service included in calculations under the  
 1127 subsection shall not be applied to service credit totals for purposes of any retirement benefits.  
 1128 New salary schedule placement under this formula shall not apply retroactively to employment  
 1129 prior to the 2022-2023 school year.

1130 D. Additional Compensation

1131 1. There shall be one (1) enrichment day. The scheduling of this day shall be agreed upon by the  
 1132 Parties during annual school calendar negotiations and noted on the school calendar. An  
 1133 opportunity to complete the annual Safe Schools training will be scheduled during the enrichment  
 1134 day.

1135 2. Employees are responsible for being prepared for the start of school. The previously scheduled  
 1136 employee preparation day is no longer scheduled, but a matter of personal professional  
 1137 responsibility, and compensation for that previous enrichment day was added to the 2021-2022  
 1138 and subsequent salary schedules under base contract compensation at the rate of 0.56%. No  
 1139 Enrichment or Professional Learning days will be scheduled for the day before the first day of  
 1140 school. The enrichment day shall be scheduled prior to the beginning of school.

1141 3. As noted in Article 12, Section Q, employees are also responsible for first semester grading and  
 1142 second semester preparation as a matter of personal professional responsibility. The previously  
 1143 scheduled semester break day is no longer scheduled and compensation for that previous  
 1144 enrichment day is added to the 2021-2022 and subsequent salary schedules under base contract  
 1145 compensation.

1146 4. Each building will schedule activities for parent engagement that are part of each employee's  
 1147 personal professional responsibility. Examples include open house, curriculum night, math night  
 1148 and other similar activities. Such activities will not be scheduled for more than three and one half  
 1149 (3.5) hours within the course of a school year.

- 1150 5. In addition to the District enrichment days, all state funded PLD's will be added to the total work  
1151 year calendar, and employee base contract.
- 1152 6. Compensation for these additional days is determined by the employee's placement on Additional  
1153 Compensation salary schedule.
- 1154

## ARTICLE 18: BENEFITS

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### A. Employee Liability Insurance

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

### B. Employee Personal Property Insurance

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

### C. Health Insurance

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

#### Annuities

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

### D. Immunization

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

## ARTICLE 19: GRIEVANCE PROCEDURE

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### A. Definitions

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

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

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

### B. Procedure for Processing Grievances:

#### 1. Immediate Supervisor

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

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

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

#### 2. Superintendent

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

b. The Superintendent or their 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 their 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. On receipt of the Association's decision to appeal to arbitration, the District and Association shall mutually agree on an arbitrator. If there is no agreement, the Association may file with the Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA). 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.

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

#### c. Jurisdiction of Arbitrator

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

- 1263 C. Time Limits
- 1264 1. Time limits provided in this procedure may be extended by mutual agreement when signed by the
- 1265 parties.
- 1266 2. Failure on the part of the District at any step of this procedure to communicate the decision on a
- 1267 grievance within a specific time limit shall permit the Association to lodge an appeal at the next
- 1268 step of this procedure.
- 1269 3. Any grievance not advanced by the grievant from one step to the next within the time limits of
- 1270 that step shall be deemed resolved by the District's answer and the previous step.
- 1271 4. In order to expedite grievance adjudication, any Association grievances, class action grievances,
- 1272 and grievances involving the evaluation procedures will be lodged at Step 2, Superintendent, of
- 1273 this procedure.
- 1274 D. Reprisals
- 1275 1. No reprisal of any kind will be taken by the District against any employee because of their
- 1276 participation in any grievance.
- 1277 E. Costs
- 1278 1. The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses
- 1279 shall be borne by the party incurring them.



## ARTICLE 20: TERM, DURATION AND SEPARABILITY

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- 1280        A. The contract shall be effective as of September 1, 2023 and shall remain in full force and effect through  
1281        August 31, 2025.
- 1282        B. All members of the Bargaining Unit will be paid according to the salary schedules provided in  
1283        schedules A, B, and C, of this Agreement. The annual salary shall be increased by the state-  
1284        determined annual inflation factor, currently the state denominated implicit price deflator (IPD) for  
1285        each year of the contract, plus one-and-one-half percent (1.5%) in the 2023-24 work year and one-  
1286        half percent (0.5%) in the 2024-25 work year.
- 1287        C. This Agreement constitutes the negotiated agreement between the parties and supersedes any  
1288        previous agreements or understanding, whether oral or written, between them. This Agreement  
1289        expressed herein in writing constitutes the full and complete Agreement between the District and the  
1290        Association.
- 1291        D. The District agrees to notify the Association of any contemplated changes in policies and/or practices  
1292        not covered by this Agreement that affect wages, hours, terms and conditions of employment. This  
1293        Agreement shall be reopened to bargain the proposed changes as provided in this section at the  
1294        request of either party in writing pursuant to Chapter 41.59 RCW.

## 2023-2024 SALARY SCHEDULES

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

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

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

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

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

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

## SCHEDULE B: SUPPLEMENTAL CONTRACTS

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

### EXHIBIT B

1295 Secondary Department Chairs and Elementary Grade Level Chairs

1296 Employees in the bargaining unit who function as head of a department or grade level in addition to their  
 1297 regular duties shall be compensated in addition to their regular salary. The amount paid shall be 2% of the  
 1298 salary schedule base plus 0.25% of the base for each FTE represented above 4 FTE.

1299 Grades K through 5 will have grade level chairs in each school, a Special Programs Teacher's Chairperson, and  
 1300 a chairperson for a group called "Other Teachers."

1301 Helen Haller & Greywolf elementary grouping of teachers:

#### 1302 ELEMENTARY

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

1303 The following department chairs will be paid supplemental contracts in the middle school:

#### 1304 MIDDLE SCHOOL

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

1305

1306 The following department chairs will be paid supplemental contracts in the high school:

1307 **HIGH SCHOOL**

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

1308 **Grade level Chair responsibilities:**

1309 Coordinate the following:

- 1310 1. Ordering of materials
- 1311 2. Field Trips
- 1312 3. Report card revisions
- 1313 4. Grade level meetings
- 1314 5. Cross grade level meetings
- 1315 6. Allocation of grade level budgets
- 1316 7. The chairperson would also be the liaison for all grade level complaints, problems, and questions.

1317 **Department Chair responsibilities:**

1318 Coordinate the following:

- 1319 1. Regularly scheduled department meetings
- 1320 2. Ordering of materials
- 1321 3. Recommends teaching assignments to Principal
- 1322 4. Curriculum continuity
- 1323 5. Recommends student placement for class scheduling
- 1324 6. In-Service training
- 1325 7. Orientation of new teachers
- 1326 8. Allocation of department budgets

1327 These descriptions are not meant to be definitions; the details for each position will be determined by  
1328 collaboration with the building principals.

1329 The chair shall be selected by the department certificated employees or grade level teachers in each school  
1330 subject to the approval of the building principal. The chair or their designee in each school, together with the

1331 building administrators, shall constitute the Building Council. The designee is subject to approval of the  
1332 building principal.

1333 Each Building Council will have the primary responsibility of seeking the professional recommendations and  
1334 concerns of the building staff and representing those in building decision processes.

- 1335 1. District or Building administrators may propose concerns for Council consideration
- 1336 2. Building Council members and certificated members of the building may propose concerns for Council  
1337 consideration
- 1338 3. Concerns that might be appropriate for building Councils include but are not limited to:
- 1339 4. Allocation of school budgets
- 1340 5. Report Card policies
- 1341 6. School discipline policy
- 1342 7. Enrichment training
- 1343 8. Long range curriculum planning and coordination
- 1344 9. Interviewing & recommending new school administration and support personnel

1345 Building Council will have the authority to communicate their concerns and recommendations to the building  
1346 and District administrators, to the School Board, and to the faculty as appropriate. Recommendations to the  
1347 Superintendent or the Board shall be made through the Principal. It is recognized that the final responsibility  
1348 for the operation of the Sequim School District remains with the Board and the administration.

## APPENDIX A: EXAMPLES OF ADDITIONAL RESPONSIBILITY

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- 1349 • Preparation for school opening
- 1350 • Work connected with the conclusion of the school year
- 1351 • Conferencing/communicating with students and/or parents
- 1352 • Supporting school programs and student activities
- 1353 • Providing individual help to students
- 1354 • Preparation and revision of materials
- 1355 • Ongoing evaluation of student work with focused feedback
- 1356 • Planning and extended collaboration with colleagues in areas of differentiated instruction and  
1357 curriculum/assessment development
- 1358 • Participating in professional development including workshops, classes and learning communities
- 1359 • Researching educational materials and supplies
- 1360 • Improving and maintaining professional skills specific to the education assignment and/or teaching  
1361 discipline
- 1362 • Working with computers and technology as related to educational issues
- 1363 • Attending District and/or school-connected meetings, staff meetings and IEP meetings.

## APPENDIX B: STAFF APPEAL PROCEDURE

1364

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



### STATEMENT OF APPEAL

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

#### STATEMENT OF FACTS

#### SPECIFIC CONCERNS TO BE REMEDIED

#### REMEDY (SPECIFIC RELIEF) REQUESTED

Signature of Appellant	Date
Signature of Immediate Supervisor	Date

<b>Distribution</b> Immediate Supervisor Union Representative Superintendent Appellant(s)
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**Memorandum of Understanding Between**

**The Sequim School District**

**And Sequim Education Association**

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

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

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

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

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

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

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

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

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



- A process, which includes staff, for addressing changes to the plan when needed.

At the start of the 2023-24 work year, each building shall develop a student behavior support plan that meets at least the minimum criteria established by the District work group. Building plan development will include representatives of the Association, and any other employee associations or unions that have chosen to participate. Each building will have a student behavior support plan in place by the return to school following winter break.

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

For the Association:

For the District:

\_\_\_\_\_  
Saralyn Pozernick, President

\_\_\_\_\_  
Regan Nickels, Superintendent

**Memorandum of Understanding Between  
The Sequim School District  
And Sequim Education Association**

**Regarding Establishment of Professional Learning Communities**

The parties will pilot DuFour-based PLC work in all of the schools per the elementary restructuring MOU during the term of this Agreement.

For the Association:

For the District:

\_\_\_\_\_  
Saralyn Pozernick, President

\_\_\_\_\_  
Regan Nickels, Superintendent