# **AGREEMENT**

BETWEEN SEQUIM ADMINISTRATORS ASSOCIATION

AND SEQUIM SCHOOL DISTRICT

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## ARTICLE I – RECOGNITION AND COVERAGE OF AGREEMENT

## Section A: Agreement.

This agreement is entered, by and between the Sequim School District No. 323, hereinafter referred to as the "District," and the Sequim Administrators Association, hereinafter referred to as the "Association" acting on behalf of the employees of the bargaining unit as outlined in Section C below.

#### Section B: Recognition

The District recognizes the Association as the exclusive bargaining agent for all building principals, assistant principals, the executive director of LSS and POSAs.

## Section C: Term of Agreement

The term of this Agreement shall be for three years commencing on July 1, 2020 and terminating at midnight on June 30, 2023.

### ARTICLE II - CONFORMITY TO LAW

If any provision of this agreement is held to be invalid by operation of law, the remainder of the agreement shall not be affected thereby, and upon the request of either the Board or the Administrators, the parties shall enter into negotiations for the purpose of attempting to arrive at a satisfactory replacement for such provision.

## ARTICLE III - INDIVIDUAL CONTRACTS

## Section A. Employee Contracts.

The District shall provide each administrator by May 15 with a contract to include the basic administrative assignment, such contract shall be subject to and consistent with Washington State Law and the terms and conditions of this Agreement. Any individual contract hereinafter executed shall expressly provide that it is subject to the terms of this Agreement between the Board and the Association. If any individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

Contracts shall be issued prior to the work year and must be signed and returned within fourteen (14) working days of date of issuance. If not returned by that date, a contract will be presumed to be rejected unless other arrangements have been made with the Superintendent or designee.

## **ARTICLE IV - WORK SCHEDULES**

## Section A. Work Day.

Reasonable starting and dismissal times, which may vary from school to school, shall be determined by the Board. In addition to regular building hours, and consistent with the performance traditionally expected of administrators in the District, administrators shall spend time outside of building hours to the extent necessary for program or building administration, staff, students, parent or patron consultation, and the performance of duties reasonable assigned by the Superintendent.

The District will make every effort to keep District driven work such as, but not limited to committees, curriculum adoptions, policy and procedure review, and bargaining for the District within the regular contract day. Additionally, the District recognizes the time commitment of such work and will strive to limit the scope required from any single administrator.

#### Section B. Work Year.

The work year shall be twelve months from July 1 through June 30 annually. The contract length for administrators in this unit is 260 days inclusive of 218 work days (20 of which may be worked remotely), 12 paid holidays, 5 personal days and access to a minimum of 25 vacation days, each contract year.

Each year, the building administrator shall submit to their supervisor for approval a work year calendar by June 30. The calendar shall indicate each day to be worked during the upcoming contract year, including remote days (if known), and each day where some form of leave is to be taken. When approved, the calendars will serve as the work year plan. Administrators are permitted to move days to alternate schedules with prior approval.

Administrators may carry up to 30 days of vacation from year to year. Administrators who currently have vacation time with the district, may carry up to 40 days of vacation for the first 3 years after this signed agreement. Upon separation or retirement, administrators will be compensated for unused vacation days. If the District calls an administrator back to work during a scheduled vacation, the District shall allow lost vacation days to be cashed out.

## ARTICLE V - ADVISORY COMMITTEE

The Sequim School Administrators' Association will form an advisory committee to meet with the superintendent to promote communication on matters of importance to the general group.

The District will engage administrators in ongoing planning of District vision, and partner with the superintendent in establishing professional development and other activities that provide the framework for establishing the culture of Sequim School District.

## **ARTICLE VI - LEAVES**

Provided leaves shall be the same as teachers with the following exceptions. Association leave is not allowed and leave without pay must be approved by the superintendent and Board. Each employee shall have five (5) days of personal leave per year. Compensation for personal leave shall be the same as the compensation such employee would have received had such employee not taken the leave. Employees may accrue up to four (4) personal leave days. Unused personal leave beyond four (4) days will be forfeited.

## **ARTICLE VII - COMPENSATION**

## Section A. Salary Schedule Placement.

Placement on the salary schedule shall be based on verified experience within the job category and years of service at a school recognized by OSPI for public and private schools.

#### Section B. Health Insurance

Effective January 1, 2020 the District shall contribute to the state School Employees Benefits Board (SEBB) the state-required employer contribution per eligible employee per month.

Effective January 1, 2020 any employee who is on layoff or unpaid status may continue health insurance coverage pursuant to the federal COBRA program consistent with the requirements of the SEBB. Darlene please review this for us.

## Section C. Professional Association Membership Fees.

The District shall pay yearly membership fees for each administrator to at least up to two (2) distinct professional organizations that shall be mutually agreeable to the individual administrator and the Superintendent. These fees shall be budgeted through accounting tools other than the discretionary budgets for the buildings and programs. These memberships may include, but are not limited to: AWSP, ASCD, NAESP, NASSP, ISTE, CES.

## Section D. Sick Leave Buy Back.

Administrators who have accumulated an excess of 60 days of unused sick leave may make application for cashing in sick leave in accordance with the terms and limitations of the Washington Administrative Code during the month of January each year this Agreement is in effect.

## Section E. VEBA

The District has adopted the VEBA III Sick Leave Conversion Medical Reimbursement Plan (Plan) pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all employees in the collective bargaining unit who are eligible to participate in the Plan by reason of having excess sick leave conversion rights. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave days accrued by such employee available for contribution on an annual basis and at retirement in accordance with the statute. It is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with the statute. If an eligible employee

fails to sign and submit such agreement to the District, he/she will not be permitted to participate in the Plan at any time during the term of this agreement, and any and all excess sick leave which in the absence of this agreement would accrue to such employee during the term thereof shall be forfeited together with all cash conversion rights that pertain to such excess sick leave.

#### Annual Sick Leave Conversion:

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

#### Retirement Sick Leave Conversion:

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

This VEBA III provision shall be reopened annually.

#### Section E. Travel.

Administrators may use their private automobiles to travel on school business and shall be compensated at a rate set for public employees of the State of Washington. Compensation for use of private vehicles and costs associated with use of district vehicles shall be budgeted through accounting tools other than the discretionary budgets for the buildings and programs.

## Section F. Technology.

District provided technology will be replaced as needed to provide administrators with the technology to do their jobs effectively. This includes, but may not be limited to, district provided cell phones, desktop computers, laptop computers and office display projectors.

#### Section G: Comprehensive Evaluation.

Each administrator on a Comprehensive Evaluation will be provided one (1) day per diem pay to be paid in June.

#### ARTICLE VIII - PROFESSIONAL DEVELOPMENT

## Section A. Professional Development and Materials.

The district understands the importance of Professional Development and the need of administrators to continue to enhance their professional skillset. Each administrator shall receive a professional development allocation of \$1,500 per year for expenses related to

attendance at workshops/conferences and/or technology related expenses. This amount may be carried over up to a maximum of \$4,500. Attendance at a national conference is allowed after two years of administrative employment in Sequim and is then limited to once every two years. Amounts reimbursed shall not exceed Washington State in-state travel per diem without prior approval of the superintendent. If the district requires administrator attendance at a specific training, those monies will not be taken from the administrator's PD allotment.

This reimbursement shall be budgeted through accounting tools other than the discretionary budgets for the buildings and programs.

All obtained materials and publications will remain the property of the district. The district shall reimburse the administrator for necessary and actual expenses incurred in the attendance of such meetings, an estimate of which shall be prepared in advance and presented to the Superintendent for his/her information.

## ARTICLE IX - GRIEVANCE PROCEDURE

#### Section A. Definition

Grievance means a claim by a building administrator that an existing district policy has been breached and/or that there has been a violation of a provision of this agreement.

#### Section B. Procedure for Processing Grievances

## 1. Immediate Supervisor

- a. The grievant or the Association may verbally present a grievance to the immediate supervisor or the Director of Human Resources. If the grievance is not settled verbally, the grievance shall be presented in writing to the immediate supervisor within twenty (20) working days after the occurrence of the grievance or within twenty (20) working days from the time the grievant or the Association should reasonable become aware of the occurrence of the events giving rise to the grievance, whichever is later.
- b. The "State of Grievance" shall name the grievant(s) involved, the facts giving rise to the grievance, the provision or provisions of the Agreement alleged to be violated and the remedy (specific relief) requested.
- c. The immediate supervisor or the Director of Human Resources, 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) and the Superintendent or their designee. 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.

### 2. Superintendent

a. If no satisfactory settlement is reached in Step 1, and the immediate supervisor is someone other than the Superintendent, the grievance may be appealed to Step 2,

Superintendent, or their designated representative within five (5) 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 such meeting shall be scheduled within five (5) working days of the receipt of the Step 2 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) 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, the grievant(s) may, within five (5) days of receipt of the Superintendent's or their designee's answer, appeal the decision to the Board of Directors by requesting the Superintendent to schedule a meeting of the Board of Directors for purposes of hearing the grievance.
- b. The Board shall schedule a hearing on the grievance at the next regular meeting of the Board or, at the election of the Board president, at a special meeting convened within thirty (30) days. 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.

#### Section C. Time Limits

- 1. Time limits provided in this procedure may be extended by mutual agreement when signed by the parties.
- 2. Failure on the part of the District at any step of this procedure to communicate the decision on a grievance within a specific time limit shall permit the grievant(s) to lodge an appeal at the next step of this procedure.
- 3. Any grievance not advanced by the grievant from one step to the next within the time limits of that step, shall be deemed resolved by the District's answer at the previous step.

## Section D. Reprisals

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

#### Section E. Costs

The fees and expenses of the arbitrator shall be borne entirely by the party against whom the arbitrator's decision is rendered. All other expenses shall be borne by the party incurring them.

## **ARTICLE X - REDUCTION IN FORCE**

## Section A. Process for Reducing Administrative Staffing

In the event the Board of Directors adopts a reduced educational program by reason of financial necessity, including, but not limited to, levy failure or decreased state support, the District will identify the administrative positions subject to reduction/elimination according to the needs of the District.

Administrators will be retained based upon seniority as defined by years of experience within the state of Washington.

The District will endeavor to place administrators impacted by a reduction in force into a subordinate certificated position per RCW28A.405.230 including available teaching assignments after all Sequim Education Association (SEA) members have moved through all reduction in force/transfer processes as outlined in Article XV of the SEA collective bargaining agreement.

Reduction in Force (RIF) shall not be implemented until after input has been solicited from representation of the administrative group regarding a proposed RIF.

In witness whereof, the parties hereto have executed with Agreement					
on this	day of, 2021.				
Donna Hudson	Jane Pryne Ed.D, Superintendent				
Sequim Administrators Association	Sequim School District				
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	Victoria Balint, Director of Human Resources				
	Sequim School District				
	Brandino Gibson, Board President				
	Sequim School District Board of Directors				
	Eric Pickens, Vice President				
	Sequim School District Board of Directors				
	Larry Jeffreys, Director				
	Sequim School District Board of Directors				
	Brian Kuh, Director				
	Sequim School District Board of Directors				
	Jim Stoffer, Director				
	Sequim School District Board of Directors				
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## **APPENDIX**

## Salary Schedule:

Base Salary	115,506.00	117,990.00	124,200.00	128,340.00	131,100.00	138,000.00
	Elementary Assistant Principal	Middle School Assistant Principal	High School Assistant Principal	Elementary Principal	Middle School Principal ALE Principal	High School Principal Director of LSS

<sup>+1%</sup> every 5 years for in-state administrative experience

Percentage salary increases will move in tandem with SEA salary increases