



Regular Meeting Agenda

Anderson Island Elementary 13005 Camus Road Anderson Island, Washington
NO STUDY SESSION

9/27/2017 06:30 PM

I. CALL TO ORDER

(Action)

- A. Pledge of Allegiance
- B. Roll Call
- C. Approval of Agenda

II. COMMENTS FROM THE AUDIENCE

(Information)

Members of the audience wishing to comment on specific items on this agenda will be allowed to comment briefly during the Comments From the Audience portion of the agenda. Those wishing to speak will please sign the Speaker List in order to be recognized by the Board. **Please limit your comments to three (3) minutes.** The Board will not entertain comments during any other part of the meeting. Remarks of a negative nature singling out specific employees, other than the Board or Superintendent, will be heard in executive session following the business meeting. The Board reserves the right to terminate presentations containing personal attacks on individuals.

III. INTRODUCTION - Anderson Island Elementary Staff

(Information)

IV. PRESENTATION

(Information)

Presenter: Anderson Island Elementary Staff and Students

V. REPORTS

a. Legislative Assembly

(Information)

Presenter: Don Denning

VI. CONSENT AGENDA

(Action)

The purpose of the consent agenda is to reduce time going through motion, second and voting on issues of common consent. Any Board member can ask for any item to be removed from the consent agenda. There is no discussion of items on the consent agenda. By motion of the Board, remaining items are approved without discussion as part of the consent agenda. Discussion of items removed from the consent agenda occurs immediately following action on the consent agenda.

[Approval of August & September Accounts Payable and August 2017 Payroll.pdf \(p. 3\)](#)

[Approval of 8.31.17 Financial Report.pdf \(p. 4\)](#)

[Approval of Co-Curricular Personnel Report.pdf \(p. 17\)](#)

[Approval of Classified Personnel Report.pdf \(p. 18\)](#)

VII. OLD BUSINESS

- a. **Approval of 2017-18 District and Board Goals** (Action)
[2017-18 District and Board Goals.pdf \(p. 24\)](#)
- b. **Second Reading of Policy 1410 Executive or Closed Sessions** (Action)
Presenter: Kathi Weight
[Second Reading of Policy 1410.pdf \(p. 25\)](#)
- c. **Second Reading of Policy 5005 Employment: Disclosures, Certification Requirements, Assurances and Approval** (Action)
Presenter: Kathi Weight
[Second Reading of Policy 5005.pdf \(p. 28\)](#)
- d. **Second Reading of Policy 4040 Public Access to District Records** (Action)
Presenter: Kathi Weight
[Second Reading of Policy 4040.pdf \(p. 34\)](#)

VIII. NEW BUSINESS

- a. **Approval of Steilacoom Classified Education Association Collective Bargaining Agreement 2017-2019** (Action)
Presenter: Paul Harvey
[Approval of SCEA Collective Bargaining Agreement 2017-19.pdf \(p. 38\)](#)
- b. **First Reading of Policy 3115 Homeless Students: Enrollment Rights and Services** (Action)
Presenter: Nancy McClure
[First Reading of Policy 3115.pdf \(p. 73\)](#)
- c. **First Reading of Policy 3116 Students in Foster Care** (Action)
Presenter: Nancy McClure
[First Reading of Policy 3116.pdf \(p. 80\)](#)

IX. COMMENTS FROM THE AUDIENCE (Information)

Members of the audience wishing to comment on specific items on this agenda will be allowed to comment briefly during the Comments From the Audience portion of the agenda. Those wishing to speak will please sign the Speaker List in order to be recognized by the Board. **Please limit your comments to three (3) minutes.** The Board will not entertain comments during any other part of the meeting. Remarks of a negative nature singling out specific employees, other than the Board or Superintendent, will be heard in executive session following the business meeting. The Board reserves the right to terminate presentations containing personal attacks on individuals.

X. BOARD COMMUNICATION (Information)

XI. ANNOUNCEMENTS (Information)

XII. ADJOURNMENT (Action)

Steilacoom Historical School District

Affidavit covering payment of payroll, invoices, and voids for General Fund, Capital Projects Fund,
Associated Student Body Fund, Private Purpose Trust Fund and Transportation Vehicle Fund.

DATE: September 27, 2017

THIS IS TO CERTIFY, under penalty of perjury, that the undersigned has examined the attached vouchers and payroll, and that each of the invoices and vouchers were duly certified to have been received and checked as to price and quantity and have been duly certified by the claimant, as required by law; that the extensions and additions of said invoices and vouchers have been checked by Business Office staff and were found to be correct.

James E. Brittain, CPA, Executive Director of Finance & Operations

THIS IS TO CERTIFY that the warrants and electronic transfers of the Steilacoom Historical School District No. 1, Pierce County, Washington, as listed below, have been allowed by the School Board of this district.

FUND NAME		WARRANTS (INCLUSIVE)			AMOUNT
<u>GENERAL FUND:</u>					
	Payroll	800778	to	800779	\$ 5,444.13
	Payroll A/P	122264	to	122287	\$ 691,821.35
	Payroll Taxes				\$ 406,736.76
	Direct Deposit				\$ 1,100,686.91
August 28, 2017	Accounts Payable	122250	to	122250	\$ 19,800.93
August 28, 2017	Accounts Payable	122251	to	122263	\$ 18,367.40
August 31, 2017	Accounts Payable	122288	to	122292	\$ 64.75
August 31, 2017	Accounts Payable	122293	to	122323	\$ 269,143.75
September 1, 2017	Accounts Payable	122324	to	122336	\$ 305,576.18
September 8, 2017	Accounts Payable	122337	to	122359	\$ 47,551.32
September 8, 2017	Accounts Payable	122360	to	122372	\$ 20,519.45
September 14, 2017	Accounts Payable	122373	to	122383	\$ 695.90
September 14, 2017	Accounts Payable	122384	to	122397	\$ 46,245.59
September 15, 2017	Accounts Payable	122398	to	122424	\$ 53,709.58
September 20, 2017	Accounts Payable	122425	to	122426	\$ 40.05
September 22, 2017	Accounts Payable	122427	to	122427	\$ 1,334.37
September 22, 2017	Accounts Payable	122428	to	122458	\$ 94,987.42
September 22, 2017	Accounts Payable	122459	to	122491	\$ 45,055.51
	Accounts Payable		to		
TOTAL GENERAL FUND:					\$ 3,127,781.35

CAPITAL PROJECTS FUND:

Accounts Payable	to	
TOTAL CAPITAL PROJECTS FUND:		\$ -

ASSOCIATED STUDENT BODY FUND:

August 28, 2017	Accounts Payable	403393	to	403393	\$ 749.00
September 6, 2017	Accounts Payable	403394	to	403396	\$ 320.00
September 14, 2017	Accounts Payable	403397	to	403398	\$ 70.00
September 15, 2017	Accounts Payable	403399	to	403403	\$ 4,260.55
September 15, 2017	Accounts Payable	403404	to	403404	\$ 11,132.00
September 21, 2017	Accounts Payable	403405	to	403413	\$ 397.50
September 21, 2017	Accounts Payable	403414	to	403417	\$ 1,623.66
TOTAL ASSOCIATED STUDENT BODY FUND:					\$ 18,552.71

Board of Directors of Steilacoom Historical School District No. 1

I, Kathi Weight, being duly sworn, depose and say: That I am the Secretary to the Board of Steilacoom Historical School District No. 1, Pierce County, Washington, and that the above signatories are personally known to me and have signed these statements in my presence.

Kathi Weight, Secretary to the Board

Steilacoom Historical School District No. 1
Financial Report - August 31, 2017
Budget/Year-End Projection/YTD Actual

The following information is a summary of the financial position as of August 31, 2017 for the district's five operating funds. It provides the School Board fiscal information to evaluate the fiscal stability and operations of the district. The information is unaudited but supported by the attached monthly budget status reports.

General Fund Budget/Year-End Projection/YTD Actual:

	Annual Budget	Year-end Projection	Projected Variance	Projected Variance	YTD Actual
Revenues & Other Financing Sources	36,832,885	35,332,636	(1,500,249)	-4.07%	35,187,844
Expenditures & Other Financing Uses	38,138,818	35,150,000	(2,988,818)	-7.84%	35,051,546
Excess Revenues/Other Financing Sources Over (under) Expend & Other Financing Uses	(1,305,933)	182,636			136,298
			Transfer to Capital Projects		(600,000)
			Net Change in Unassigned Fund Balance		(463,702)
Fund Balances	9/1/2016	8/31/2017	Variance		
Committed for Other Purposes	525,438	25,438	-500,000		
Unassigned Fund Balance	2,908,310	2,814,608	-93,702		
Unassigned Minimum Fund Balance	1,855,000	1,985,000	130,000		
Fund Balance	5,288,748	4,825,046	-463,702		

Note: August 31, 2017 YTD Actuals will have minor adjustments for grant revenues to be received in October 2017 for the 2016-2017 fiscal year, invoices received and paid from vendors' after August 31, 2017 and fiscal year-end closing process.

Capital Projects Fund:

Beginning Fund Balance 9/1/2016		1,291,721	
General Fund Transfer to Capital Projects	600,000		
Revenue	130,846		
Expenses	(172,131)		
		558,715	
Ending Fund Balance 8/31/2017			<u>1,850,436</u>

Fund Balance - Impact Fees \$245,629, Turf Field Replacement \$100,000, Unassigned Fund Balance \$1,504,807

	9/1/2016 Beginning Fund Balance	8/31/2017 Ending Fund Balance	Variance
Debt Service Fund:	2,955,195	3,210,446	255,251
Transportation Fund:	67,640	83,856	16,216
ASB Fund:	310,234	282,284	(27,950)
Anderson Island	575	575	0
Cherrydale	6,782	8,237	1,455
Chloe Clark	4,469	6,716	2,247
Salter's Point	5,606	5,886	280
Pioneer Middle	66,042	69,438	3,396
Steilacoom High	226,760	191,431	(35,329)
Total Ending ASB Fund Balance	<u>310,234</u>	<u>282,283</u>	<u>(27,950)</u>

10--General Fund-- FUND BALANCE -- AGENCY ACCOUNTS -- Revised -- BUDGET-STATUS-REPORT
Fiscal Year 2016 (September 1, 2016 - August 31, 2017)

For the STEILACOOM SCHOOL DISTRICT #1 School District for the Month of August, 2017

	ANNUAL	ACTUAL	ACTUAL			
A. REVENUES/OTHER FIN. SOURCES	BUDGET	FOR MONTH	FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
1000 LOCAL TAXES	7,168,838	25,088.94	7,284,145.54		115,307.54-	101.61
2000 LOCAL SUPPORT NONTAX	979,250	3,530.72	824,404.52		154,845.48	84.19
3000 STATE, GENERAL PURPOSE	20,359,412	2,035,124.93	20,385,025.73		25,613.73-	100.13
4000 STATE, SPECIAL PURPOSE	5,589,814	485,080.58	4,491,876.42		1,097,937.58	80.36
5000 FEDERAL, GENERAL PURPOSE	427,155	147,098.66	425,394.36		1,760.64	99.59
6000 FEDERAL, SPECIAL PURPOSE	2,285,054	103,667.53	1,755,493.79		529,560.21	76.83
7000 REVENUES FR OTH SCH DIST	0	.00	.00		.00	0.00
8000 OTHER AGENCIES AND ASSOCIATES	21,500	152.90	18,747.88		2,752.12	87.20
9000 OTHER FINANCING SOURCES	1,862	.00	2,755.78		893.78-	148.00
<u>Total REVENUES/OTHER FIN. SOURCES</u>	36,832,885	2,799,744.26	35,187,844.02		1,645,040.98	95.53
B. EXPENDITURES						
00 Regular Instruction	20,386,930	1,439,526.60	19,506,633.95	95,074.47	785,221.58	96.15
10 Federal Stimulus	0	.00	.00	0.00	.00	0.00
20 Special Ed Instruction	4,551,764	340,310.54	4,194,329.13	34,351.76	323,083.11	92.90
30 Voc. Ed Instruction	1,497,800	133,214.21	1,446,994.64	2,747.50	48,057.86	96.79
40 Skills Center Instruction	0	.00	.00	0.00	.00	0.00
50+60 Compensatory Ed Instruct.	1,599,285	196,754.81	1,356,175.71	65,553.04	177,556.25	88.90
70 Other Instructional Pgms	904,498	21,038.82	296,449.75	3,351.63	604,696.62	33.15
80 Community Services	0	.00	.00	0.00	.00	0.00
90 Support Services	9,198,541	1,030,209.31	8,250,962.93	704,712.14	242,865.93	97.36
<u>Total EXPENDITURES</u>	38,138,818	3,161,054.29	35,051,546.11	905,790.54	2,181,481.35	94.28
C. <u>OTHER FIN. USES TRANS. OUT (GL 536)</u>	600,000	.00	600,000.00			
D. <u>OTHER FINANCING USES (GL 535)</u>	0	.00	.00			
E. <u>EXCESS OF REVENUES/OTHER FIN.SOURCES</u>						
<u>OVER (UNDER) EXP/OTH FIN USES (A-B-C-D)</u>	1,905,933-	361,310.03-	463,702.09-		1,442,230.91	75.67-
F. <u>TOTAL BEGINNING FUND BALANCE</u>	4,980,280		5,288,748.39			
G. <u>G/L 898 PRIOR YEAR ADJUSTMENTS (+OR-)</u>	XXXXXXXXX		.00			
H. <u>TOTAL ENDING FUND BALANCE</u>	3,074,347		4,825,046.30			
<u>(E+F + OR - G)</u>						

I. ENDING FUND BALANCE ACCOUNTS:

G/L 810 Restricted For Other Items	0	.00
G/L 815 Restrict Unequalized Deduct Rev	0	.00
G/L 821 Restricted for Carryover	0	.00
G/L 825 Restricted for Skills Center	0	.00
G/L 828 Restricted for C/O of FS Rev	0	.00
G/L 830 Restricted for Debt Service	0	.00
G/L 835 Restrictd For Arbitrage Rebate	0	.00
G/L 840 Nonspnd FB - Invent/Prepd Itms	0	.00
G/L 845 Restricted for Self Insur	0	.00
G/L 850 Restricted for Uninsured Risks	0	.00
G/L 870 Committed to Other Purposes	74,720-	25,437.88
G/L 872 Committd to Econmc Stabilizatn	0	.00
G/L 875 Assigned Contingencies	0	.00
G/L 884 Assigned to Other Cap Projects	0	.00
G/L 888 Assigned to Other Purposes	0	.00
G/L 890 Unassigned Fund Balance	1,294,068	2,814,608.42
G/L 891 Unassigned Min Fnd Bal Policy	1,855,000	1,985,000.00
<u>TOTAL</u>	3,074,348	4,825,046.30
Differences	1-	.00

Note: A difference in the annual budget column represents an error between Revenue, Expenditure, Residual Equity Transfer accounts and Fund Balance ledger accounts. In the Actual For Year column the arithmetically displayed Fund Balance is different than the posted Fund Balance. An activity for GL 898 will indicate an expected difference.

20--CAPITAL PROJECT FUND-- FUND BALANCE -- AGENCY ACCOUNTS -- Revised -- BUDGET-STATUS-REPORT
Fiscal Year 2016 (September 1, 2016 - August 31, 2017)

For the STEILACOOM SCHOOL DISTRICT #1 School District for the Month of August, 2017

	ANNUAL BUDGET	ACTUAL FOR MONTH	ACTUAL FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
<u>A. REVENUES/OTHER FIN. SOURCES</u>						
1000 Local Taxes	0	.00	.00		.00	0.00
2000 Local Support Nontax	102,000	1,196.33	130,845.99		28,845.99-	128.28
3000 State, General Purpose	0	.00	.00		.00	0.00
4000 State, Special Purpose	0	.00	.00		.00	0.00
5000 Federal, General Purpose	0	.00	.00		.00	0.00
6000 Federal, Special Purpose	0	.00	.00		.00	0.00
7000 Revenues Fr Oth Sch Dist	0	.00	.00		.00	0.00
8000 Other Agencies and Associates	0	.00	.00		.00	0.00
9000 Other Financing Sources	1,850,000	.00	600,000.00		1,250,000.00	32.43
 <u>Total REVENUES/OTHER FIN. SOURCES</u>	 1,952,000	 1,196.33	 730,845.99		 1,221,154.01	 37.44
 <u>B. EXPENDITURES</u>						
10 Sites	275,000	.00	.00	0.00	275,000.00	0.00
20 Buildings	2,500,000	.00	167,327.30	12,659.88	2,320,012.82	7.20
30 Equipment	0	.00	.00	0.00	.00	0.00
40 Energy	0	.00	.00	0.00	.00	0.00
50 Sales & Lease Expenditure	100,000	.00	4,803.75	0.00	95,196.25	4.80
60 Bond Issuance Expenditure	0	.00	.00	0.00	.00	0.00
90 Debt	0	.00	.00	0.00	.00	0.00
 <u>Total EXPENDITURES</u>	 2,875,000	 .00	 172,131.05	 12,659.88	 2,690,209.07	 6.43
 <u>C. OTHER FIN. USES TRANS. OUT (GL 536)</u>	 0	 .00	 .00			
 <u>D. OTHER FINANCING USES (GL 535)</u>	 0	 .00	 .00			
 <u>E. EXCESS OF REVENUES/OTHER FIN.SOURCES</u>						
<u>OVER (UNDER) EXP/OTH FIN USES (A-B-C-D)</u>	923,000-	1,196.33	558,714.94		1,481,714.94	160.53-
 <u>F. TOTAL BEGINNING FUND BALANCE</u>	 1,291,296		 1,291,720.92			
 <u>G. G/L 898 PRIOR YEAR ADJUSTMENTS (+OR-)</u>	 XXXXXXXXXX		 .00			
 <u>H. TOTAL ENDING FUND BALANCE</u>	 368,296		 1,850,435.86			
<u>(E+F + OR - G)</u>						

I. ENDING FUND BALANCE ACCOUNTS:

G/L 810 Restricted For Other Items	0	.00
G/L 825 Restricted for Skills Center	0	.00
G/L 830 Restricted for Debt Service	0	.00
G/L 835 Restrictd For Arbitrage Rebate	0	.00
G/L 840 Nonspnd FB - Invent/Prepd Itms	0	.00
G/L 850 Restricted for Uninsured Risks	0	.00
G/L 861 Restricted from Bond Proceeds	0	.00
G/L 862 Committed from Levy Proceeds	0	.00
G/L 863 Restricted from State Proceeds	0	.00
G/L 864 Restricted from Fed Proceeds	0	.00
G/L 865 Restricted from Other Proceeds	0	.00
G/L 866 Restricted Impact Fees	224,020	245,629.00
G/L 867 Restrictd Mitigation Fees	0	.00
G/L 869 Restricted fr Undistr Proceeds	0	.00
G/L 870 Committed to Other Purposes	0	100,000.00
G/L 889 Assigned to Fund Purposes	144,276	1,504,806.86
G/L 890 Unassigned Fund Balance	0	.00
 <u>TOTAL</u>	 368,296	 1,850,435.86

30--DEBT SERVICE FUND-- FUND BALANCE -- AGENCY ACCOUNTS -- Revised -- BUDGET-STATUS-REPORT
Fiscal Year 2016 (September 1, 2016 - August 31, 2017)

For the STEILACOOM SCHOOL DISTRICT #1 School District for the Month of August, 2017

	ANNUAL BUDGET	ACTUAL FOR MONTH	ACTUAL FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
<u>A. REVENUES/OTHER FIN. SOURCES</u>						
1000 Local Taxes	6,527,775	24,325.58	6,508,029.87		19,745.13	99.70
2000 Local Support Nontax	2,000	2,525.74	10,474.16		8,474.16-	523.71
3000 State, General Purpose	0	.00	.00		.00	0.00
5000 Federal, General Purpose	0	.00	.00		.00	0.00
9000 Other Financing Sources	0	.00	.00		.00	0.00
 <u>Total REVENUES/OTHER FIN. SOURCES</u>	 6,529,775	 26,851.32	 6,518,504.03		 11,270.97	 99.83
 <u>B. EXPENDITURES</u>						
Matured Bond Expenditures	4,130,000	.00	4,130,000.00	0.00	.00	100.00
Interest On Bonds	2,132,700	.00	2,132,700.00	0.00	.00	100.00
Interfund Loan Interest	0	.00	.00	0.00	.00	0.00
Bond Transfer Fees	10,000	.00	553.16	0.00	9,446.84	5.53
Arbitrage Rebate	0	.00	.00	0.00	.00	0.00
Underwriter's Fees	0	.00	.00	0.00	.00	0.00
 <u>Total EXPENDITURES</u>	 6,272,700	 .00	 6,263,253.16	 0.00	 9,446.84	 99.85
 <u>C. OTHER FIN. USES TRANS. OUT (GL 536)</u>	 0	 .00	 .00			
 <u>D. OTHER FINANCING USES (GL 535)</u>	 0	 .00	 .00			
 <u>E. EXCESS OF REVENUES/OTHER FIN.SOURCES OVER (UNDER) EXPENDITURES (A-B-C-D)</u>	 257,075	 26,851.32	 255,250.87		 1,824.13-	 0.71-
 <u>F. TOTAL BEGINNING FUND BALANCE</u>	 2,906,087		 2,955,195.06			
 <u>G. G/L 898 PRIOR YEAR ADJUSTMENTS (+OR-)</u>	 XXXXXXXXXX		 .00			
 <u>H. TOTAL ENDING FUND BALANCE (E+F + OR - G)</u>	 3,163,162		 3,210,445.93			

I. <u>ENDING FUND BALANCE ACCOUNTS:</u>		
G/L 810 Restricted for Other Items	0	.00
G/L 830 Restricted for Debt Service	3,163,162	3,210,445.93
G/L 835 Restrictd For Arbitrage Rebate	0	.00
G/L 870 Committed to Other Purposes	0	.00
G/L 889 Assigned to Fund Purposes	0	.00
G/L 890 Unassigned Fund Balance	0	.00
 <u>TOTAL</u>	 3,163,162	 3,210,445.93

40--ASB FUND-- FUND BALANCE -- AGENCY ACCOUNTS -- Revised -- BUDGET-STATUS-REPORT
Fiscal Year 2016 (September 1, 2016 - August 31, 2017)

For the STEILACOOM SCHOOL DISTRICT #1 School District for the Month of August, 2017

	ANNUAL BUDGET	ACTUAL FOR MONTH	ACTUAL FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
<u>A. REVENUES</u>						
1000 General Student Body	153,595	1,393.62	116,881.12		36,713.88	76.10
2000 Athletics	142,900	510.44	44,811.05		98,088.95	31.36
3000 Classes	55,958	.00	53,471.10		2,486.90	95.56
4000 Clubs	385,411	325.73	229,310.46		156,100.54	59.50
6000 Private Moneys	4,000	.00	11,612.10		7,612.10-	290.30
<u>Total REVENUES</u>	741,864	2,229.79	456,085.83		285,778.17	61.48
<u>B. EXPENDITURES</u>						
1000 General Student Body	152,095	.00	39,331.42	0.00	112,763.58	25.86
2000 Athletics	154,885	949.41	132,876.62	0.00	22,008.38	85.79
3000 Classes	54,505	.00	40,164.89	0.00	14,340.11	73.69
4000 Clubs	354,115	13,169.34	259,839.61	0.00	94,275.39	73.38
6000 Private Moneys	4,500	.00	11,823.90	0.00	7,323.90-	262.75
<u>Total EXPENDITURES</u>	720,100	14,118.75	484,036.44	0.00	236,063.56	67.22
<u>C. EXCESS OF REVENUES</u>						
<u>OVER (UNDER) EXPENDITURES (A-B)</u>	21,764	11,888.96-	27,950.61-		49,714.61-	228.43-
<u>D. TOTAL BEGINNING FUND BALANCE</u>	287,549		310,234.18			
<u>E. G/L 898 PRIOR YEAR ADJUSTMENTS (+OR-)</u>	XXXXXXXXX		.00			
<u>F. TOTAL ENDING FUND BALANCE</u>	309,313		282,283.57			
<u>C+D + OR - E)</u>						

G. ENDING FUND BALANCE ACCOUNTS:

G/L 810 Restricted for Other Items	0	.00
G/L 819 Restricted for Fund Purposes	309,312	282,283.57
G/L 840 Nonspnd FB - Invent/Prepd Itms	0	.00
G/L 850 Restricted for Uninsured Risks	0	.00
G/L 870 Committed to Other Purposes	0	.00
G/L 889 Assigned to Fund Purposes	0	.00
G/L 890 Unassigned Fund Balance	0	.00
 <u>TOTAL</u>	 309,312	 282,283.57
 Differences	 1	 .00

Note: A difference in the annual budget column represents an error between Revenue, Expenditure, Residual Equity Transfer accounts and Fund Balance ledger accounts. In the Actual For Year column the arithmetically displayed Fund Balance is different than the posted Fund Balance. An activity for GL 898 will indicate an expected difference.

90--TRANSPORTATION VEHICLE FUND-- FUND BALANCE -- AGENCY ACCOUNTS -- Revised -- BUDGET-STATUS-REPORT
Fiscal Year 2016 (September 1, 2016 - August 31, 2017)

For the STEILACOOM SCHOOL DISTRICT #1 School District for the Month of August, 2017

	ANNUAL BUDGET	ACTUAL FOR MONTH	ACTUAL FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
<u>A. REVENUES/OTHER FIN. SOURCES</u>						
1000 Local Taxes	0	.00	.00		.00	0.00
2000 Local Nontax	150	53.48	399.41		249.41-	266.27
3000 State, General Purpose	0	.00	.00		.00	0.00
4000 State, Special Purpose	15,251	15,816.95	15,816.95		565.95-	103.71
5000 Federal, General Purpose	0	.00	.00		.00	0.00
8000 Other Agencies and Associates	0	.00	.00		.00	0.00
9000 Other Financing Sources	0	.00	.00		.00	0.00
<u>A. TOTAL REV/OTHER FIN.SRCS (LESS TRANS)</u>	15,401	15,870.43	16,216.36		815.36-	105.29
 <u>B. 9900 TRANSFERS IN FROM GF</u>	 0	 .00	 .00		 .00	 0.00
 <u>C. Total REV./OTHER FIN. SOURCES</u>	 15,401	 15,870.43	 16,216.36		 815.36-	 105.29
 <u>D. EXPENDITURES</u>						
Type 30 Equipment	65,000	.00	.00	0.00	65,000.00	0.00
Type 60 Bond Levy Issuance	0	.00	.00	0.00	.00	0.00
Type 90 Debt	0	.00	.00	0.00	.00	0.00
 <u>Total EXPENDITURES</u>	 65,000	 .00	 .00	 0.00	 65,000.00	 0.00
 <u>E. OTHER FIN. USES TRANS. OUT (GL 536)</u>	 0	 .00	 .00			
 <u>F. OTHER FINANCING USES (GL 535)</u>	 0	 .00	 .00			
 <u>G. EXCESS OF REVENUES/OTHER FIN SOURCES</u>						
<u>OVER (UNDER) EXP/OTH FIN USES (C-D-E-F)</u>	49,599-	15,870.43	16,216.36		65,815.36	132.69-
 <u>H. TOTAL BEGINNING FUND BALANCE</u>	 67,650		67,639.71			
 <u>I. G/L 898 PRIOR YEAR ADJUSTMENTS (+OR-)</u>	 XXXXXXXXXX		.00			
 <u>J. TOTAL ENDING FUND BALANCE</u>	 18,051		83,856.07			
<u>(G+H + OR - I)</u>						

K. ENDING FUND BALANCE ACCOUNTS:

G/L 810 Restricted For Other Items	0	.00
G/L 819 Restricted for Fund Purposes	18,051	83,856.07
G/L 830 RES FOR DEBT SERVICE	0	.00
G/L 835 Restrictd For Arbitrage Rebate	0	.00
G/L 850 Restricted for Uninsured Risks	0	.00
G/L 889 Assigned to Fund Purposes	0	.00
G/L 890 Unassigned Fund Balance	0	.00
 <u>TOTAL</u>	 18,051	 83,856.07

***** End of report *****

Steilacoom Historical School District No. 1
Co-Curricular Personnel Report

Personnel Report 9-27-17					
Name	Position	Location	Effective Date	Amount	Comment
Engstrom Hannah	Data Team Leader	Cherrydale	9/9/2017	1,000.00	
Yoho Sylvia	Data Team Leader	Cherrydale	9/9/2017	1,000.00	
Lyons Jill	Data Team Leader	Cherrydale	9/9/2017	1,000.00	
Evans Bettina	Data Team Leader	Cherrydale	9/9/2017	1,000.00	
Perry Annette	Data Team Leader	Cherrydale	9/9/2017	1,000.00	
Anderson-Gonzalez Barbie	Primary Music Director	Cherrydale	9/9/2017	1,200.00	
Merritt Linda	Data Team Leader	Chloe Clark	9/12/2017	1,000.00	
Engquist Sheree	Data Team Leader	Chloe Clark	9/12/2017	1,000.00	
Almeida Kaitlyn	Data Team Leader	Chloe Clark	9/12/2017	1,000.00	
Heying Wendy	Data Team Leader	Chloe Clark	9/12/2017	1,000.00	
Enos Rodney	Data Team Leader	Chloe Clark	9/12/2017	1,000.00	
Peddy Karen	Primary Music Director	Chloe Clark	9/12/2017	1,200.00	
Jetton Joshua	Assistant Football Coach	High School	9/28/2017	4,079.25	
Davies Colby	Assistant Football Coach	High School	9/28/2017	4,352.00	
Bochenek Kelsey	Event Manager	High School	9/1/2017	600.00	
Bathurst Erin	Intermediate Music Director	Saltar's Point	8/31/2017	2,400.00	

Steilacoom Historical School District No. 1
Classified Personnel Report

Personnel Report 9-27-17						
Name	Position	Hours	Location	Effective Date	Action	Comment
Cuasay Consuelo	Paraeducator	3.25	Pioneer	9/28/2017	New Hire	
James Stefani	Paraeducator Student Specific	6.50	Chloe Clark	9/28/2017	New Hire	
Molina Emily	Paraeducator	6.50	Chloe Clark	9/28/2017	New Hire	
Trujillo Marylin	Paraeducator	6.50	Chloe Clark	9/28/2017	New Hire	
Auston Miriam	Paraeducator	6.50	Chloe Clark	8/28/2017	Resignation	
Uglick Peggy	Facility Operations Manager	4.00	Maintenance	8/31/2017	Resignation	
Worrell Stacy	Secretary	8.00	Saltar's Pt.	10/10/2017	New Hire	



School Board Regular Meeting Minutes
Pioneer Middle School 1750 Bob's Hollow Lane DuPont, Washington
Thursday, 8/24/2017

STUDY SESSION

- Review of agenda

REGULAR MEETING

I. CALL TO ORDER

Chair Scott called the meeting to order at 7:00 pm.

Executive Director Beauchaine led the Pledge of Allegiance.

Director Denning made a motion to excuse Director Forbes; Director Pierce seconded the motion and the motion passed (4/0).

Director Pierce made a motion to approve the agenda; Director Denning seconded the motion and the motion passed (4/0).

II. COMMENTS FROM THE AUDIENCE

- Cara Mitchell, DuPont, supporting second activity bus at the high school.

III. INTRODUCTION - NEW STAFF

Superintendent Weight introduced each school principal who in turn introduced their new staff. The district has hired 33 new staff to start the 2017-18 school year.

IV. REPORTS

a. State Assessment Results

Executive Director McClure presented 2016-17 school year state assessment results and analysis.

V. CONSENT AGENDA

Director Denning made a motion to approve the Consent Agenda which included ASB accounts payable, surplus, attached personnel reports and Resolution 841-8-24-17; Director Pierce seconded the motion and the motion passed (4/0).

VI. OLD BUSINESS

a. Approval of Resolution 842-08-24-17, 2017-18 School Year Budget

Director Denning made a motion to approve Resolution 842-08-24-17 Approval of 2017-18 School Year Budget; Director Schenk seconded the motion and the motion passed (4/0).

b. District and Board Goals 2017-18

Superintendent Weight presented the 2017-18 District and Board goals. They will move to approval at the September 27, 2017, Board meeting.

c. Second Reading of Policy 1210 Annual Organizational Meeting

Director Pierce made a motion to approve Policy 1210; Director Denning seconded the motion and the motion passed (4/0).

d. Second Reading of Policy 1220 Board Officers and Duties of the Board Members

Director Denning made a motion to approve Policy 1220; Director Pierce seconded the motion and the motion passed (4/0).

e. Second Reading of Policy 1225 School Director Legislative Program

Director Pierce made a motion to approve Policy 1225; Director Schenk seconded the motion and the motion passed (4/0).

VII. NEW BUSINESS

a. Approval of July and August 2017 General Fund Accounts Payable and July 2017 Payroll

Director Denning made a motion to approve the July and August 2017 General Fund accounts payable and July 2017 payroll; Director Pierce seconded the motion and the motion passed (3/0/1 Director Schenk recused).

b. 2018 Enrichment Levy

The Board requested additional information regarding levies in surrounding school districts.

c. First Reading of Policy 1410 Executive or Closed Sessions

Director Pierce made a motion to move Policy 1410 to a second reading; Director Denning seconded the motion and the motion passed (4/0).

d. First Reading of Policy 5005 Employment: Disclosures, Certification Requirements, Assurances & Approval

Director Denning made a motion to move Policy 5005 to a second reading; Director Pierce seconded the motion and the motion passed (4/0).

e. First Reading of Policy 4040 Public Access to District Records

Director Denning made a motion to move Policy 4040 to a second reading; Director Pierce seconded the motion and the motion passed (4/0).

f. New Construction Mitigation Fees

Superintendent Weight updated the Board on the progress of working with the City of DuPont regarding new construction impact fees. Chair Scott and Director Denning gave the historical developments and need for this process with the City of DuPont. Developers will be responsible these fees, not the City of DuPont.

VIII. COMMENTS FROM THE AUDIENCE

No comments.

IX. BOARD COMMUNICATION

- Director Schenk was contacted by parents regarding the high school activity bus
- Director Pierce was contacted by a parent regarding teacher placement
- Director Denning was contacted by a parent regarding girls sports at the high school (more offered in fall than winter)
- Chair Scott has been corresponding with DuPont Mayor Courts regarding mitigation fees

X. ANNOUNCEMENTS

- Director Schenk commended Principal Gary Yoho who spoke at a DuPont Community Connection meeting
- Director Denning commented on a WSSDA conference speaker regarding equity
- Chair Scott announced the First day of school August 31; staff return August 28, 2017
- Superintendent Weight announced that the Transforming Professional Learning (TPL) group (Paul Harvey, Louann Stalder and teacher leaders) was highlighted in an OSPI publication
- SHS football jamboree tomorrow in Chehalis, 6 pm

XI. **ADJOURNMENT**

Director Denning made a motion to adjourn the meeting at 7:56 pm; Director Pierce seconded the motion and the motion passed (4/0).

(Chair)

(Secretary/Superintendent)



Study Session of the Board of Directors Minutes
Steilacoom High School 54 Sentinel Drive Steilacoom, WA 98388
Wednesday, 9/13/2017

1. CALL TO ORDER

Chair Scott called the meeting to order at 6:00 pm.

Executive Director Beauchaine led the Pledge of Allegiance.

All Directors and Superintendent Weight present.

Director Forbes made a motion to approve the agenda with the revision of switching items 2 and 3; Director Denning seconded the motion and the motion passed (5/0).

2. PRESENTATION

a. SHS Standards Based Grading

Steilacoom High Principal Miller introduced the grading system being implemented at the high school. Assistant Principal Tyrrell explained further the misconceptions and concerns around the change. Assistant Principal Lallemand informed the board of informational sessions previously offered and future sessions that will be offered to parents. Discussion followed.

(b. will be presented after property tour)

3. Walking Tour of Steilacoom High School North Property

At 6:36 pm, Chair Scott moved the study session to a walking tour inspection of a portion of Steilacoom High School property, north of the school, where vandalism has occurred. The tour concluded at 7:06 pm.

a. Community Based Truancy Board

Executive Director Beauchaine shared a snapshot of the Community Truancy Board process and results, over the past 3 school years, as well as plans for the 2017-18 school year.

4. TOPIC FOR BOARD DISCUSSION

a. Long-Range Capital Facility Planning - School Capacity & Educational Standards

Chief of Finance and Operations Brittain discussed current school capacity and standard of service, for future planning, funding and annual capital facilities plan. Building grade configuration, Running Start and other educational standards, program offerings and state funding for special programs were discussed. Preschool and Childfind will be scheduled at a future study session.

b. 2018 Enrichment Levy

Chief of Finance and Operations Brittain has been discussing with other districts and the Educational Service District regarding language for the ballot. Most districts are running 4-year levies in February 2018.

c. Board of Distinction Application Review

The Board reviewed the draft application for the WSSDA Board of Distinction. Any changes should be sent to Superintendent Weight who will submit the application.

OTHER

Legislative Assembly - September 22-23, 2017 - Director Denning not able to attend; Director Schenk will attend.

Director Forbes announced a recent win by the SHS Girls Swim Team

5. ADJOURNMENT

Director Forbes made a motion to adjourn the meeting at 8:16 pm; Director Denning seconded the motion and the motion passed (5/0).

(Chair)

(Secretary/Superintendent)

2017- 2018

District and Board Goals

- o Continue development of Long-Range Capital Facilities Plan (LRCFP).
- o Create and launch 2018 Strategic Plan.
- o Continue focus on safety and security in alignment with comprehensive analysis from site assessments.
- o Refine district Communications Plan.

STEILACOOM HISTORICAL SCHOOL DISTRICT NO. 1 BOARD OF DIRECTORS

Board Meeting Date: September 27, 2017

Strategic Focus Area

- ☐ Teaching and Learning
- ☒ Safety, Service and Support
- ☐ Family & Community Involvement
- ☐ Resource Management

BACKGROUND INFORMATION

Second Reading of Policy 1410 Executive or Closed Sessions

- No changes since First Reading

RECOMMENDED ACTION:

It is the recommendation of the Superintendent to approve Policy 1410.

Report prepared by:
Kathi Weight, Superintendent

EXECUTIVE OR CLOSED SESSIONS

Executive Sessions

Before convening in executive session, the chair will publicly announce the general purpose for excluding the public from the meeting place and the time when the executive session will be concluded. The executive session may be extended to a stated later time by announcement of the chair.

An executive session may be conducted for one or more of the following purposes:

- A. To consider, if in compliance with any required data breach disclosure under RCW 19.255.010 and 42.56.590, and with legal counsel available, information regarding the infrastructure and security of computer and telecommunications networks, security and service recovery plans, security risk assessments, and security test results to the extent that they identify specific system vulnerabilities, and other information that, if made public, may increase risk to the confidentiality, integrity, or availability of agency security or to information technology infrastructure or assets;
- B. To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price;
- C. To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price; however, the final action of selling or leasing public property will be taken in a meeting open to the public;
- D. To review negotiations on the performance of publicly-bid contracts when public knowledge regarding such consideration would cause a likelihood of increased costs;
- E. To receive and evaluate complaints or charges brought against a director or staff member; however, upon the request of such director or staff member, a public hearing or a meeting open to the public will be conducted on such complaint or charge;
- F. To evaluate the qualifications of an applicant for public employment or to review the performance of a staff member; however, discussion of salaries, wages, and other conditions of employment to be generally applied within the district shall occur in a meeting open to the public, and when the board elects to take the final action of hiring, setting the salary of an individual staff member or class of staff members, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public;
- G. To evaluate the qualifications of a candidate for appointment to the board; however, any interview of such candidate and final action appointing a candidate to the board shall be in a meeting open to the public; or
- H. To discuss with legal counsel representing the district matters relating to district enforcement actions, or litigation or potential litigation to which the district, the board, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the district. Potential litigation means matters protected by attorney-client privilege related to litigation that has been specifically threatened; litigation that the district reasonably believes may be commenced; or the litigation or legal risks of a proposed action or current practice of the district, if public discussion is likely to result in an adverse or financial consequence to the district.

Closed Sessions/Private Meetings

The Open Public Meetings Act does not apply to certain board activities and public notice is not required prior to holding a closed session for any of the following purposes:

- A. Consideration of a quasi-judicial matter between named parties as distinguished from a matter having a general effect on the public or a class or group; or
- B. Collective bargaining sessions with employee organizations or professional negotiations with an employee, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement, or when the board is planning or adopting the strategy or position to be taken during the course of collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress.

Legal References:	RCW 42.30.110	Executive sessions
	RCW 42.30.140	Chapter controlling — Application
	RCW 19.255.010	Disclosure, notice - Definitions - Rights,
remedies		
	RCW 42.56.590	Personal information - Notice of security breaches.
Management Resources:	2017 – July Issue	
	<i>Policy News</i> , June 2001	Legislature Addresses Executive Session

Adoption Date: 2.27.08

School District Name: Steilacoom Historical School District

Revised: 5.28.08; 9.27.17

Reviewed: 4.30.11

STEILACOOM HISTORICAL SCHOOL DISTRICT NO. 1 BOARD OF DIRECTORS

Board Meeting Date: September 27, 2017

Strategic Focus Area

- ☐ Teaching and Learning
- ☒ Safety, Service and Support
- ☒ Family & Community Involvement
- ☐ Resource Management

BACKGROUND INFORMATION

Second Reading of Policy 5005 Employment: Disclosures, Certification Requirements, Assurances and Approval

- No changes since First Reading

RECOMMENDED ACTION:

It is the recommendation of the Superintendent to approve Policy 5005.

Report prepared by:
Kathi Weight, Superintendent

EMPLOYMENT AND VOLUNTEERS: DISCLOSURES, CERTIFICATION REQUIREMENTS, ASSURANCES AND APPROVAL

Federal Immigration Law Compliance for Staff

The board has the legal responsibility of employing all staff. The responsibility of administering the recruitment process is assigned to the superintendent. Prior to final action by the board, a prospective staff member will present necessary documents which establish eligibility to work as required by federal immigration law.. The superintendent will certify that he/she has: “examined the documents which were presented to me by the new hire, that the documents appear to be genuine, that they appear to relate to the individual named, and that the individual is a U.S. citizen, a legal permanent resident, or a non-immigrant alien with authorization to work.” This certification will be made on the I-9 form issued by the Federal Immigration and Naturalization Service.

Child Support Reporting for Staff

The district will report all new hires to the state Department of Social and Health Services Division of Child Support as required by [P.L. 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996](#).

Sexual Misconduct Release Form for Staff

Pursuant to state law, the district will require that every prospective staff member sign a release form allowing the district to contact school employers regarding prior acts of sexual misconduct. The applicant will authorize current and past school district employers including employers outside of Washington to disclose to the district sexual misconduct, if any, and make available to the district all documents in the employer’s personnel, investigative or other files related to the sexual misconduct. The applicant is not prohibited from employment in Washington state if the laws or policies of another state prohibit disclosure of this information or if the out-of-state district denies the request.

Disclosures for Staff and Volunteers

Prior to employment of any unsupervised staff member or volunteer, the district will require the applicant to disclose whether he/she has been:

- A. Convicted of any crime against persons;
- B. Found in any dependency action under [RCW 13.34](#) to have sexually assaulted or exploited any minor or to have physically abused any minor;
- C. Found by a court in a domestic relations proceeding under [Title 26 RCW](#) to have sexually abused or exploited any minor or to have physically abused any minor;
- D. Found in any disciplinary board final decision to have sexually abused or exploited any minor or to have physically abused any minor: or
- E. Convicted of a crime related to drugs: manufacture, delivery, or possession with intent to manufacture or deliver a controlled substance.

For purposes of this policy, unsupervised means not in the presence of another employee or volunteer and working with children under sixteen years of age or developmentally disabled per-

sons. The disclosure will be made in writing and signed by the applicant and sworn to under penalty of perjury. The disclosure sheet will specify all crimes committed against persons.

Background Check for Staff and Volunteers

Staff and Volunteers with Regularly Scheduled Unsupervised Access to Children:

Prospective staff members and volunteers, who will have regularly scheduled unsupervised access to children, will have their records checked through the Washington State Patrol criminal identification system and through the Federal Bureau of Investigation. The record check will include a fingerprint check using a complete Washington state criminal identification fingerprint card.

All Other Staff and Volunteers:

Staff and volunteers without unsupervised access to children will also undergo a name and birth date background check with the Washington State Patrol. If a volunteer has undergone a criminal record check in the last two years for another entity, the district shall request a copy from the volunteer, or have the volunteer sign a release permitting the entity for whom the check was conducted to provide a copy to the district.

Conditional Employment:

New hires will be employed on a conditional basis pending the outcome of the background check and may begin conditional employment once completed fingerprint cards have been sent to the Washington state patrol. If the background check reveals evidence of convictions as identified above, the candidate will not be recommended for employment, or if conditionally employed, may be terminated. When such a background check is received, the superintendent/designee is directed to consult with legal counsel.

Record Check Data Base Access Designee

The superintendent/designee is directed to establish procedures for determining which staff members are authorized to access the Superintendent of Public Instruction's (OSPI) record check database. Fingerprint record information is highly confidential and will not be re-disseminated to any organization or individual by district staff. Records of arrest and prosecution (RAP sheets) shall be stored in a secure location separate from personnel and applicant files and access to this information is limited to those authorized to access the SPI record check data base.

Certification Requirements

The district will require that certificated staff hold a Washington state certificate, with proper endorsement (if required for that certificate and unless eligible for out-of-endorsement assignment), or such other documentation as may be required by the professional educator standards board with respect to alternative route programs, for the role and responsibilities for which they are employed. Failure to meet this requirement will be just and sufficient cause for termination of employment. State law requires that the initial application for certification will require a background check of the applicant through the Washington State Patrol criminal identification system and Federal Bureau of Investigation. No salary warrants may be issued to the staff member until the district has registered a valid certificate for the role to which he/she has been assigned.

All certificated staff members are required to maintain their certification in accordance with state and federal requirements.

Classified Staff

Classified staff who are engaged to serve less than twelve (12) months, will be advised of their employment status for the ensuing school year prior to the close of the school year. If the district chooses to reemploy the staff member the following year, the superintendent/designee will give “reasonable assurance” by written notice that the staff member will be employed during the next school year.

Board Approval

All staff members selected for employment will be recommended by the superintendent. Staff members must receive an affirmative vote from a majority of all members of the board. In the event an authorized position must be filled before the board can take action, the superintendent has the authority to fill the position with a temporary employee who will receive the same salary and benefits as a permanent staff member. The board will act on the superintendent's recommendation to fill the vacancy at its next regular meeting.

Cross References: 1610 Conflicts of Interest

5252 – Staff Participation in Political Activities
5006 Certification Revocation
5281 Disciplinary Action and Discharge
5520 Staff Development
5610 Substitute Employment
6530 Insurance

Legal References:

RCW 9.96A.020 Employment, occupational licensing by public entity — Prior felony conviction no disqualification — Exceptions
RCW 28A.320.155 Criminal history record information — School volunteers
RCW 28A.400.300 Hiring and discharging of employees — Written leave policies — Seniority and leave benefits of employees transferring between school districts and other educational employers
RCW 28A.400.301 Information on past sexual misconduct - Requirement for applicants - Limitation on contracts and agreements - Employee right to review personnel file
RCW 28A.400.303 Record checks for employees
RCW 28A.405.060 Course of study and regulations — Enforcement — Withholding salary warrant for failure
RCW 28A. 405.210 Conditions and contracts of employment — Determination of probable cause for nonrenewal of contracts — Nonrenewal due to enrollment decline or revenue loss — Notice — Opportunity for hearing
RCW 28A.410.010 Certification — Duty of professional educator standards board — Rules — Record check — Lapsed certifi-

cates — Superintendent of public instruction as administrator

RCW 28A.660.020 Proposals - Funding

RCW 28A.660.035 Partnership grant programs - Priority assistance in advancing cultural competency skills

RCW 43.43.830 Background checks — Access to children or vulnerable persons — Definitions

RCW 50.44.050 Benefits payable, terms and conditions — "Academic year" defined

RCW 50.44.053 "Reasonable assurance" defined — Presumption, employees of educational institutions

P.L. 99-603 Immigration Reform and Control Act of 1986 (IRCA)

P.L. 104-193 Personal Responsibility and Work Opportunity Reconciliation Act of 1996

WAC 162-12 Preemployment Inquiry Guide (Human Rights Commission)

WAC 180-16-220 Supplemental basic education program approval requirements

WAC 181-79A Standards for teacher, administrator and educational staff associate certification

WAC 181-82-105 Assignment of classroom teachers within districts

WAC 181-82-110 School district response and support for non-matched endorsements to course assignment of teachers

WAC 181-85 Professional certification — Continuing education requirement

WAC 392-300-050 Access to record check data base

WAC 392-300-055 Prohibition of redissemination of fingerprint record information by educational service districts, the State School for the Deaf, the State School for the Blind, school districts, and Bureau of Indian Affairs funded schools

WAC 392-300-060 Protection of fingerprint record information by educational service district, the State School for the Deaf, the State School for the Blind, school districts, and Bureau of Indian Affairs funded schools

WAC 446-20-280 Employment — Conviction records

Management Resources:

2017 - July Issue

2010 - October Issue

Policy News, October 2005 Public Disclosure

Policy News, October 2005 Sex Offender Reporting Requirements

Policy News, April 2004 School Employee Sexual Misconduct

Policy News, October 2001 Updates from the State Board of Education

Policy News, June 1999 School Safety Bills Impact Policy

Policy News, February 1999 Local Boards Decide Endorsement Waivers

Policy News, August 1998 District Must Report New Hires

Adoption Date: 2.27.08

School District Name: Steilacoom Historical School District

Revised: 9.27.17

STEILACOOM HISTORICAL SCHOOL DISTRICT NO. 1 BOARD OF DIRECTORS

Board Meeting Date: September 27, 2017

Strategic Focus Area

- ☐ Teaching and Learning
- ☐ Safety, Service and Support
- ☒ Family & Community Involvement
- ☒ Resource Management

BACKGROUND INFORMATION

Second Reading of Policy 4040 Public Access to District Records

- No changes since First Reading

RECOMMENDED ACTION:

It is the recommendation of the Superintendent to approve Policy 4040.

Report prepared by:
Kathi Weight, Superintendent

PUBLIC ACCESS TO DISTRICT RECORDS

Consistent with Washington State law, the Board is committed to providing the public full access to records concerning the administration and operations of the District. Such access promotes important public policy, maintains public confidence in the fairness of governmental processes, and protects the community's interest in the control and operation of its common school district. At the same time, the Board desires to preserve the efficient administration of government and acknowledges the privacy rights of individuals whose records may be maintained by the District. This policy and the accompanying procedure are intended to facilitate access to school district records without compromising operational efficiency or privacy rights.

As used in this policy and the accompanying procedure, "school district records" is a broad term that includes any writing containing information relating to the conduct of the District or the performance of any District governmental or proprietary function prepared, owned, used, or retained by the District regardless of physical form or characteristics. A "writing" as used in this policy and procedure is likewise a broad term that means any handwriting, typewriting, printing, photocopying, photographing, or other means of recording any form of communication or representation.

The definition of "school district records" does not include records that are not otherwise required to be retained by the District and are held by volunteers who do not service in an administrative capacity, have not been appointed by the District to a District board, commission, or internship, and do not have a supervisory role or delegated District authority.

Because of the tremendous volume and diversity of records continuously generated by a public school district, the Board has declared by formal resolution that trying to maintain a current index of all of the District's records would be impracticable, unduly burdensome, and ultimately interfere with the operational work of the District. Additionally, the Board hereby finds that it would be unduly burdensome to calculate the costs of producing public records, given the multiple different electronic and manual devices used to produce public records, as well as the fluctuating costs of District supplies and labor.

The Superintendent will develop—and the Board will periodically review—procedures consistent with state law that will facilitate this policy. The Superintendent will also appoint a Public Records Officer who will serve as a point of contact for members of the public who request the disclosure of public records. The Public Records Officer will be trained in the laws and regulations governing the retention and disclosure of records, and will oversee the District's compliance with this policy and state law.

Cross Reference:	Board Policy 3231	Student Records
Legal Reference:	Chapter 5.60 RCW Witnesses — Competency Chapter 13.04.155(3) RCW Notification to school principal of conviction, adjudication, or diversion agreement — Provision of information to teachers and other personnel — Confidentiality. Chapter 26.44.010 RCW Declaration of purpose. Chapter 26.44.030(9) RCW Reports — Duty and authority to make — Duty of receiving agency — Duty to notify — Case planning and consultation — Penalty for unauthorized exchange of information — Filing dependency petitions — Investigations — Interviews of children — Records — Risk assessment process. Chapter 28A.605.030 RCW Student education records — Parental review — Release of records — Procedure. Chapter 28A.635.040 RCW Examination questions — Disclosing — Penalty. Chapter 40.14 RCW Preservation and destruction of public records Chapter 42.17A RCW Campaign Disclosure and Contribution Chapter 42.56 RCW Public Records Act WAC 392-172A Rules for the provision of special education	

Public Law 98-24, Section 527 of the Public Health Services Act, 41 USC § 290dd-2

20 U.S.C. § 1232g Federal Education Rights Privacy Act (FERPA)

20 U.S.C. § 1400 et. seq. Individuals with Disabilities Education Act (IDEA)

42 U.S.C. § 1758(b)(6)

34 CFR Part 300—ASSISTANCE TO STATES FOR THE EDUCATION OF CHILDREN WITH DISABILITIES

45 CFR Part 160—164—GENERAL ADMINISTRATIVE REQUIREMENTS, ADMINISTRATIVE REQUIREMENTS AND SECURITY AND PRIVACY

Management Resources: 2017 – July Issue
 2015 – December Issue
 2015 – April Issue
 2012 - April Issue
 2010 - February Issue
 Policy News, June 2006
 Policy News, October 2005
 Washington State Office of the Attorney General – Open
 Government Training
 Washington State Office of the Attorney General – Model Rules on
 Public Disclosure

Adoption Date: 2.27.08
School District Name: Steilacoom Historical School District
Revised: 1.14.09, 8.23.12; 5.13.15; 9.27.17

STEILACOOM HISTORICAL SCHOOL DISTRICT NO. 1 BOARD OF DIRECTORS

Board Meeting Date: September 27, 2017

Strategic Focus Area

- ☐ Teaching and Learning
- ☐ Safety, Service and Support
- ☐ Family & Community Involvement
- ☒ Resource Management

BACKGROUND INFORMATION

The SCEA contract covers all non-exempt classified employees in the school district. This agreement reorganized some position classifications to become more similar with other districts and also to create avenues for growth and promotion of classified staff.

SCEA voted to ratify the agreement on September 6, 2017.

The following provides some of the substantial changes in the new bargained agreement:

- Duration - two year agreement (2017-2018 and 2018-2019 school years)
- Fiscal impact 2017-2018 school year:
 - 4.3% - \$176,403 above the pass-thru from the state
 - state's 2.3% COLA
 - Reclassification and comparable level adjustments for several position
- Fiscal impact 2018-2019 school year:
 - Salary schedule hourly rates will be increased by previous year's annual average Consumer Price Index (CPI)
 - CPI - official current base compiled by the Bureau of Labor Statistics for the City of Seattle. CPI measures changes in the price level of a market basket of consumer goods and services purchased by households.
- Evaluation form will add third column to evaluation areas "exceeds expectations"
- Consultation process with supervisor for vacations longer than five days with notice five days prior, except in emergencies
- Sub rate = 85% of Step 1 on salary schedule

All other contract provisions remain the same as the current agreement. Some non-substantive grammatical and/or typographical changes have been made.

This agreement allows our classified salaries to remain competitive with similar jobs in nearby districts. The changes assist the district in both the retention and recruitment of professional and technical staff.

We appreciate the partnership of the Association in reaching this agreement.

Thank you to Paul Harvey for being the primary point of contact for the School District and to Jim Brittain for helping research the financial implications of the bargain.

RECOMMENDED ACTION:

It is the recommendation of the Superintendent that the Board approve the 2017-19 Agreement with Steilacoom Classified Education Association as described.

Report prepared by:
Paul Harvey, Executive Director of Student Achievement

Steilacoom Historical School District No. 1

And

Steilacoom Classified Education Association

Effective September 1, 2017 – August 31, 2019

Collective Bargaining Agreement

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ARTICLE I: AGREEMENT CONDITIONS

1.1 Preamble

This agreement is made and entered into between the Steilacoom Historical School District No. 1, hereinafter called the District, and the Steilacoom Classified Education Association, hereinafter called the Association.

1.2 Recognition

The District recognizes the Association as the sole and exclusive bargaining representative for all non-certificated full time and regular part-time-employees who are employed by the District or who are on leave by Board action, excluding administrators, supervisors, and confidential employees. The term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit as above defined.

- 1.2.1** Employees covered under this agreement shall also include employees who work thirty (30) or more days in the current or prior school year, and who continue to be available for work. The following provisions of the contract shall apply to thirty (30) day employees.

Article I - Agreement Conditions

Article III - Personnel

Section 3.3: Student Discipline

Section 3.4: Health and Safety

Section 3.11: Hours of Work/Overtime

Section 3.12: Dispensing Student Medication

Article IV – Grievance Procedure

Article VI – Economic Provisions

Section 6.1: Salary

Section 6.5: Compensation

Section 6.6: Transportation Benefits

1.3 Compliance of Agreement

All conditions of employment shall be consistent with the terms and conditions of this Agreement.

1.4 Status of Agreement

The language of this Agreement shall supersede language in the rules, regulations, policies, or resolutions of the District which is contrary to, or inconsistent with, its terms.

1.5 Conformity to Law

This agreement shall be governed and constructed according to the laws of the State of Washington. If any provision of this agreement is found to be contrary to those laws, the remaining provisions of this Agreement shall continue in full force and effect and be binding upon the parties hereto. If any provision of this Agreement is so held to be contrary to the law, the parties shall agree to establish a mutually agreeable date to commence negotiations on the specific item if necessary.

1.6 Agreement Administration

The Association President shall meet with the Superintendent or his/her appointed designee with the authority to make decisions at a scheduled monthly meeting, or as mutually agreed upon, to discuss matters covered by this Agreement, including budget matters. Either party may postpone such meetings. These meetings are not intended to bypass administrative channels, contract negotiations, or grievance procedures.

1.7 Printing and Agreement Distribution

Within forty-five (45) days following the ratification and signing of this agreement by the Parties, the District shall provide five (5) hard copies of this Agreement to each building to be available for classified employees' reference. These copies will be placed in locations easily accessible to classified employees (i.e. office, staff room, etc.).

Fifteen (15) additional copies shall be provided to the Association. The cost of the printing shall be paid by the District.

The Agreement shall be published on the District website within thirty (30) days of ratification.

1.8 No Strike, No lock out

The Association agrees that during the term of this Agreement it will not cause or encourage its members to engage in any strike or work stoppage. The District agrees it shall not lock out its employees.

1.9 Management Rights

The Board and its agents, except those who are specifically abridged or modified by this Agreement, retain all rights, powers and authority of the District.

1.10 Annual Joint Contract Awareness Meetings

In an effort to increase knowledge and understanding of the SCEA/District contract, the District and the SCEA shall jointly plan and present to all District and school administrators, and SCEA building representative and officers, a review of the contract provisions. This meeting shall occur each year before October 1, or at an alternative time as mutually agreed between the parties.

ARTICLE II: ASSOCIATION RIGHTS

2.1 Access

Association representatives shall be permitted reasonable access to the District buildings and its members for the purpose of conducting Association business, provided they report to the office of the building administrator in advance, and provided further that such access shall not interfere with, interrupt, or be in conflict with the District or the employee's work schedules.

2.2 Equipment and Facilities Use

The Association will be permitted to use District equipment such as computers, the e-mail system, and copy machines in accordance with District-established usage guidelines, and the following guidelines:

- 2.2.1** Such use of district equipment shall be approved by the site administrator provided such use will not interfere with school needs.
- 2.2.2** The Association shall reimburse the District for any cost to the District incurred by such use of equipment including the cost of any materials used, and for any repairs required or any damages resulting from the Association use.
- 2.2.3** The Association will be permitted, to hold Association meetings on school property, provided that such meetings are outside working hours and will not interfere with school operations. Such meetings shall be scheduled in advance.

2.3 Membership Communication

The Association will be permitted to use the inter district mail facilities, including email, for the distribution of Association communications, provided that such use does not disrupt or interfere with normal school mail service and communication. Space shall be provided at each work site for an Association bulletin board. Notices of Association activities and matters may be posted on building employee bulletin boards. Such notices must contain the name of the authorizing Association representative.

2.4 Availability of Information

The District agrees to furnish to the Association, in response to reasonable requests, all information that is of public record. The District may charge the Association the cost of reproducing District records and documents.

2.5 Dues Deductions

The District will deduct Association dues from the pay of bargaining unit employees who authorize such deductions in writing pursuant to RCW 41.56.110. The District will transmit such funds deducted to the designated Treasurer of the Association. Cancellation of dues must be received in the business office directly from the Association. The District shall provide for automatic reinstatement of deductions for Association dues for employees returning from leave. The Association agrees to defend and hold the District harmless in the application of this section. There shall be no discrimination against any employee by reason of his/her participation or lack thereof as a member of this Association.

ARTICLE III: PERSONNEL

3.1 Non-Discrimination

The parties to this Agreement shall not discriminate against any employee with regard to domicile, race, creed, religion, color, age, sex, gender identity, sexual orientation, national origin/language, or ancestry, the presence of any sensory, mental or physical disability, the use of a trained guide dog or service animal by a person with a disability, familial or marital status, honorably discharged veteran or military status, and HIV/Hepatitis C status, except in accordance with this Agreement, or as otherwise provided by law.

3.2 Controversial Issues

An employee who is involved in the process of instruction of students shall give due respect to the rights and opinions of the students. Employees, when following the direction of the Supervisor in accordance with the District Instructional Materials Policy shall not be disciplined. Questionable matters concerning the appropriateness of the issue and the maturity of the students shall be referred to the Supervisor for consideration and action.

3.3 Student Discipline

All bargaining unit employees have the right to a safe and healthy workplace. The District is committed to provide for a work environment free of workplace violence and other potential hazards to the personal safety of bargaining unit employees. If a student is transferred into an identified program, all employees with a legitimate educational interest shall be notified immediately. Similarly, employees providing services to students, will be provided sufficient information to ensure they can adequately support students. Examples of sufficient information may include behavior contracts or plans, when appropriate.

3.3.1 The District will provide training for all district staff in regard to the content and intent of policies, in addition to general violence, safety issues and responsibilities. Upon request, the Association president shall receive a list of all District training provided to employees.

3.3.2 In the maintenance of sound learning environment, the District shall expect acceptable behavior on the part of all students who attend schools in the District. Discipline shall be enforced fairly and consistently. The Board and the Superintendent shall support and uphold employees in their efforts to maintain discipline in the District, and shall give expeditious response to all employees' requests regarding discipline problems, provided the employee has followed established District policy. District policies and the student handbook shall be available to employees through district or building offices.

3.3.3 In emergency situations regarding the exercise of authority by an employee to control and maintain order and discipline, the employee shall use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with Federal and State laws and regulations. State and Federal rules and regulations can be accessed through the Superintendent's office.

3.3.5 Each employee shall be entitled to appropriate assistance, support and enforcement from building administrators in connection with discipline problems relating to students. The building administrator will be responsible for monitoring and follow-through of disciplinary actions.

3.3.6 Each employee shall be promptly advised of any complaint made to the principal or other School District administrators regarding the employee's discipline of students. The employee shall be given the opportunity to present his or her version of the incident.

3.3.7 In the case of student misconduct or insubordination, when the employee deems it necessary, he or she may recommend to the principal a students' suspension or expulsion from school.

3.3.8 Possession or use of dangerous weapons or facsimile, explosives, firecrackers or other items capable of inflicting bodily harm are prohibited. Discipline of students in possession of, or using, any weapons specified in RCW 9A.04.110 or local ordinances will be in a manner consistent with state law and regulations.

3.3.9 Consistent with Board Policy 3246. When an employee is threatened with injury, or comes to the aid of another person about to be injured, or other malicious interference with real or personal property which is in their possession,

employees are authorized to use reasonable force upon or toward a student or other person as part of their assigned responsibilities.

3.4 Health and Safety

- 3.4.1** All bargaining unit employees have the right to a safe and healthy workplace.
- 3.4.2** Any case of assault upon an employee shall be promptly reported to the employee's supervisor.
- 3.4.3** Employees shall not be required to work under unsafe or hazardous conditions; perform tasks that endanger their health, safety, or well-being; or operate unsafe vehicles or equipment.

3.5 Personnel Files

- 3.5.1** Employees shall, upon request, have the right to inspect the contents of their personnel file kept within the District office during regular business hours. The employee may request, in writing, a photocopy of materials in the file. The cost of any copies will be borne by the employee.
- 3.5.2** Employees will be notified of any letters of reprimand or complaints against the employee which are entered into the personnel file. Such notification shall be within ten (10) workdays of placement in the file. The employee shall acknowledge receipt by signing and dating any disciplinary document placed in the employees personnel file.
- 3.5.3** The employee shall have the opportunity to attach his/her own written comments to materials placed in the employee's personnel file. Such material will be dated and signed by the employee.
- 3.5.4** The district shall have only one personnel file. No secret, duplicate, or alternate files may be used for disciplinary action. Supervisors shall not be precluded from maintaining informal working files subject to all of the above conditions.
- 3.5.5** Any derogatory material will, at the request of the employee, be expunged after three (3) years, except evaluations shall not be removed from the file. Information related to substantiated verbal abuse, physical abuse or sexual misconduct shall not be removed from any employee file.

3.6 Due Process

- 3.6.1** No employee covered under this Agreement will be disciplined or terminated without just cause. (Seven (7) Tests of Just Cause, Appendix 1.)
- 3.6.2** Any complaint not called to the attention of the employee within ten (10) workdays may not be used as the basis of formal written disciplinary action.
- 3.6.3** The specific grounds forming the basis of disciplinary action will be made available to the employee.
- 3.6.4** An employee has the right to Association representation during disciplinary action.

3.6.5 No scheduled disciplinary meeting may be delayed more than twenty-four (24) hours unless the parties mutually agree to the delay.

3.6.6 In cases where the health, safety and well-being of students and other employees necessitates immediate disciplinary action, the District will notify the Association as soon as possible that action has been taken.

3.6.7 Disciplinary action shall be taken in private.

3.7 Assignments, Transfers, and Vacancies

3.7.1 Notice of vacancies and new positions within the bargaining unit shall be posted electronically for not less than five (5) working days. Association members will be responsible for checking the district website for openings. The Association president or designee will be provided with a copy of all job postings and will attempt to notify current members of the posting.

3.7.2 Voluntary Transfer:
Qualifications: Employees shall be selected for transfer on the basis of the following criteria and in the following order – seniority and qualifications. In-building transfers shall occur before a vacancy is declared. The employee selected to transfer shall be the most senior, qualified employee. In the event the job duties significantly evolve, the job will be reposted.

3.7.3 Qualifications shall be defined as the skills and knowledge required for the posted position. The District shall be the sole judge of the posted qualifications. Seniority shall be defined as the number of years of continuous service in a classification within Steilacoom Historical School District. If an employee changes from one classification to another, they retain their seniority in the former classification for two (2) years.

3.7.4 Transfer Process: In-district and out-of-district positions may be posted and received by the District at the same time. However, out-of-district applications for open positions shall be placed in a separate file and shall not be considered in any way until all in-district employees have been notified of the results of their request for transfer.

3.7.4.1 Senior employees within each building shall have the right to add additional hours to their schedules; provided they are qualified to fill the hours and they can fit them into their schedules. The District shall assign to the most senior employee in the building extra time, one hour or under in length, without posting. Assignments of a longer duration must be posted. However, if a senior in-building employee has lost hours during a RIF, he/she shall have the first right to these hours as long as the RIF'd employee is the most senior, qualified, and the hours fit in his/her schedule.

3.7.4.2 Whenever hours are reduced at a site, the least senior employee shall lose hours provided program requirements can be met and employee qualifications are substantially equal. An employee who lost hours has the right to a written explanation from the supervisor. One-on-one para-educators are excluded from this section.

- 3.7.4.3** In the event summer hours become available the same procedures as noted in 3.7.4.1 and 3.7.4.2 shall apply.
- 3.7.5** The applicant shall submit a written request for transfer to the district office within the time frame given in the posting.
- 3.7.6** If one or more qualified, in-district employee applies for the position; all qualified employees shall be given an interview. The building administrator and/or the program director shall interview current qualified employees.
- 3.7.7** In the event more than one qualified applicant meets the criteria listed above, the employee with the most seniority shall receive the position. If two qualified employees have the same seniority date, lot shall determine the successful candidate.
- 3.7.8** In-district employees who are not selected for their requested transfer shall receive, in writing, the legitimate, specific, and demonstrable reasons for their denial within five (5) working days.

3.8 Involuntary Transfer

- 3.8.1** The District shall seek a pool of volunteers and provide a list of available positions before making an involuntary transfer. If there are no volunteers, the process shall move to 3.8.2.
- 3.8.2** Notice of an involuntary transfer shall be given to the affected employee as soon as such decision to transfer is determined. The employee with the least length of time in the District will be selected as long as employee qualifications are substantially equal.
- 3.8.3** An involuntary transfer shall be made after the affected employee has been personally contacted by the building principal(s), supervisor, or the superintendent stating the specific reason(s) for the employee being selected for such a transfer.

- 3.8.4** When requested, an employee chosen to be transferred during the school year shall be released from his/her duties for three (3) days at the employee's option, to prepare for the new assignment. The preparation time must be scheduled within one (1) week of the transfer date.
- 3.8.5** The affected employee who is required to transfer during the school year may request the assistance of the maintenance department to help move the transferee's required materials.
- 3.8.6** A notation of involuntary transfer shall be placed on the Employee's evaluation form.

3.9 Moving to Another Building

Employees who are requested to move to another building will be paid at the hourly rate for the number of hours that would equate to one full day for that employee.

3.10 Training and In-service

School year employees will be offered the opportunity to work three additional days for the purpose of district-directed professional development. These days will be prior to the start of the school year and be designated on the school calendar.

In addition, all school based employees will be offered the opportunity to attend a training day designated on the school calendar in March.

These days shall not impact employee access to Section 6.11 Training Pay.

3.11 Hours of Work/Overtime

- 3.11.1** The normal workweek shall consist of five (5) consecutive days, Monday through Friday. Each shift of five (5) or more hours per day shall include a thirty (30) minute duty free lunch period. Such lunch period shall be as near the middle of the shift as practical. Employees are free to leave the work site with notification to the Building Administrator.
- 3.11.2** Each shift of five (5) or more hours shall include a fifteen (15) minute first half and fifteen (15) minute second half rest period, both of which rest periods shall occur as near to the middle of the shift as practical. Employees working less than five (5) hours per day shall receive a fifteen (15) minute break for each two and one-half (2 ½) hours worked.
- 3.11.3** Hours worked which total more than forty (40) hours per week shall be compensated at the rate of one and one-half (1 ½) the employee's hourly rate. Sundays and Holidays shall be at two (2) times the hourly rate. Overtime must be approved in advance by the supervisor or the superintendent/designee. (Custodians, Maintenance and Grounds shall receive overtime compensation after eight (8) hours per day. All employees are paid two and one-half (2 ½) times the hourly rate on Sundays and Holidays.)

- 3.11.4** The senior custodian assigned to the building will be offered the first opportunity to receive the overtime in his/her building for normal custodial duties (excluding maintenance and alarm callouts). Should the senior employee not want the overtime or if he/she is not immediately available, the District will assign the overtime hours.
- 3.11.5** Any employee, after having completed their regular shift, who has left their assigned work site and is directed to return to work, shall receive a minimum of two (2) hours pay at their regular rate.
- 3.11.6** Each employee shall be assigned to a definite and regular shift and work week, which will not be changed without prior notice to the employees of one calendar week; provided, however, this notice may be waived by the employee. The employer may immediately assign a shift or work week change in the event of unusual circumstances or an emergency.
- 3.11.7** Employees shall have the right to choose between overtime pay and compensatory time. Compensatory time may be accrued to twenty-four (24) hours. The District must insure that employees have the opportunity to use compensatory time within forty-five District business days, if chosen as an option. Compensatory time shall be accrued at the rate of one-and-one-half (1 ½) hours worked. If the employee is not released to take compensatory time, he/she shall be paid for the time within the pay period and in no case later than the next pay period provided that the employee may choose at his/her option to carry twenty-four (24) hours of compensatory time for no longer than one (1) year. After one (1) year the employee shall be paid for the compensatory time not used.
- 3.11.8 Voluntary work/workers:** Voluntary work and voluntary workers shall not be paid for by District funds. Voluntary work shall be formally approved by the School District Administration. Volunteer work shall be of limited duration. A discussion shall be held with the Association president prior to the District granting approval for such work.
- 3.11.9** In the event an employee is required to extend a work shift due to an activity or absence of another employee, compensation will be paid at the appropriate rate.
- 3.11.10** To accommodate leaving at the end of the student day on half-days and other days with a modified schedule, employees may, with supervisor permission, flex their schedules, including the banking of hours, or use compensatory time (Section 3.11.7).
- 3.11.11** Classified personnel will be provided a reasonable amount of time within their daily schedule for the purpose of checking and responding to email. The district will be responsible for providing access to computers for this purpose at each work site.

3.12 Dispensing Student Medication

Secretaries/clerks, para-educators, professional technical

Employees shall not be required to dispense medicine or perform medical procedures on students except in accordance with District policy and State law. Employees who are

required to dispense medication to students shall be trained at the District's expense. Unless listed as a job duty in the original posting, the employee shall have the right to decline to dispense medication to students without losing his/her position.

3.13 Notification of Job Assignment

Employees shall be notified of their job assignment for the following year as soon as the District's personnel needs are determined, but not later than June 5 of each year.

3.14 Seniority/Probation

3.14.1 Seniority shall consist of continuing service of the employee with the employer. The first sixty (60) days of employment shall be a probationary period during which time an employee shall not have seniority standing. The probationary employee date of hire will be his/her date for computing seniority upon the successful completion of the probationary period.

3.14.2 An employee shall lose seniority upon termination, resignation, retirement or transfer to a non-bargaining unit position.

3.14.3 The employee shall hold seniority by classification. In case of a layoff, employees laid off in one classification will be able to bump into prior classification in which they hold seniority.

3.14.4 Following is the list of conditions under which employees lose seniority:

- Discharge for cause
- Voluntary resignation
- After one (1) year in the layoff pool
- Transfer to non-bargaining unit work

3.14.5 The District shall provide the Association with a seniority list of employees by December 1 of each year, and the seniority list will be organized by straight seniority and by seniority by classification.

3.14.6 The District will provide, upon request, notification to the Association President of each new hire as soon as possible after initial employment.

3.15 Inclement Weather

3.15.1 In the event snow or hazardous weather or emergency forces school to close, classified employees who work directly with students and whose work depends on the presence of students are not required to report for work and will make up the day on the student make up day. All employees working twelve (12) months and those who work for more than one hundred eighty (180) days in the work year are expected to work. Employees who are unable to report to work because of hazardous conditions will meet with their immediate supervisor to determine when the snow days will be made up, or if the day(s) cannot be made up, which leave, personal leave or vacation, the day(s) will be charged to.

3.15.2 If schools operate on a delayed schedule, the delay is for students and does not affect employee reporting times. Employees who are unable to report to work on

time because of hazardous conditions will meet with their immediate supervisor to determine when the hours will be made up. School delay/closure procedures will be announced each year and practiced to ensure the procedure works correctly.

3.16 Workload

3.16.1 The District agrees to provide job descriptions for positions covered by this agreement to the president of the Association. Job descriptions that are modified by the District which reflect changes impacting the hours, wages, and working conditions of the employee and new job descriptions that are created by the District covering employees under the Agreement will be sent to the Association president and the employee. Additionally, the employees shall receive a copy of any changes in his/her job description two (2) weeks prior to the implementation of the changes. Employees shall be provided copies of their job description if requested. Employees shall receive a copy of his/her job description at the date of hire.

ARTICLE IV: GRIEVANCE PROCEDURE

4.1 Definition

4.1.1 A grievance is an alleged misinterpretation of, misapplication of, or violation of terms and/or provisions of this agreement. A grievant shall mean an individual, a group of individuals and/or the Association.

4.1.2 Nothing contained herein shall be construed as to limiting the right of any employee having a complaint to discuss the matter informally with his/her immediate supervisor.

4.2 Procedure for Processing Grievances

4.2.1 Step One – Informal Process: The employee shall first discuss the grievance with his/her immediate supervisor. If the employee wishes, he/she may be accompanied by an Association representative at such discussion.

4.2.2 Step Two - Immediate Supervisor: If the grievance is not settled in Step One, a written statement of grievance shall be presented to the immediate supervisor within thirty (30) working days after the occurrence of the grievance. (Grievance Form, Attachment 3). The immediate supervisor shall answer the grievance in writing. The immediate supervisor shall include the reasons upon which the decision was based, and shall respond within (7) working days of receiving the grievance. A copy of the decision shall be sent to the grievant and the Association president.

4.2.3 Step Three - Superintendent:

4.2.3.1 If no satisfactory settlement is reached at Step Two, the grievance may be appealed to Step Three, Superintendent, or his/her designated representative, within seven (7) working days of receipt of the decision rendered in Step Two.

4.2.3.2 The Superintendent or his designated representative shall arrange for a grievance meeting with the grievant(s) and/or Association representative and such meeting shall be scheduled within seven (7) working days of the receipt of the Step Three Appeal. The purpose of this meeting shall be to affect a resolution of the grievance.

4.2.3.3 The Superintendent, or his designated representative, shall provide a written decision, incorporating the reasons upon which the decision was based to the grievant(s), Association representative and immediate supervisor within seven (7) working days from the conclusion of the meeting.

4.3 Arbitration

4.3.1 If no satisfactory settlement is reached at Step Three, the Association, within fifteen (15) working days of the receipt of the Step Three decision, may appeal the final decision of the employer to the American Arbitration Association for arbitration. Any grievance arising out of or relating to terms, interpretation and/or application of the provisions of this Agreement may be submitted to arbitration unless specifically and expressly excluded from this Article. The Arbitrator shall hold a hearing within twenty (20) working days of his/her appointment. Ten (10) working days' notice shall be given to both parties of the time and place of the hearing. The Arbitrator will issue his/her decision within twenty (20) days from the date final written briefs have been submitted or if revised by both Parties, twenty (20) days after completion of the hearing.

4.3.2 The Arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted to him/her. The decision of the Arbitrator shall be final and binding upon the Employer, the Association, and the Grievant(s).

4.4 Jurisdiction of the Arbitrator

The Arbitrator shall be without power or authority to add to, subtract from, or alter any of the terms of this Agreement, or award damages. (Make whole remedies shall not be considered damages.) The Arbitrator shall have no power or authority to rule on the following: any matter involving Employee evaluation or Reduction in Force, provided however that the Evaluation and Reduction in Force Procedures shall be subject to the Arbitrator's review. The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by Law.

4.5 Time Limits

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

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

4.5.3 Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved in accordance with the Employer's answer at the previous step.

4.6 Accelerated Grievance Filing

In order to expedite grievance adjudication, the Parties agree that any Association grievances or class action grievances may be lodged at Step Three of this procedure. In any case, the grievance must be filed within thirty (30) working days after the occurrence of the grievance. Any grievance that has been filed prior to the termination date of this Contract may be processed to conclusion even if the Contract has expired.

4.7 Reprisals

No reprisals of any kind will be taken by any Party against any Party because of participation in any grievance.

4.8 Costs

The fees and expenses of the Arbitrator shall be shared equally by the Parties. All other expenses shall be borne by the Party incurring them.

ARTICLE V: EVALUATION

5.1 All classified personnel shall be evaluated annually, such evaluations to be completed and presented to the employee in person no later than June 1 of the school year in which the evaluation takes place. The intent of this language is for the supervisor to meet with the employee in all cases.

5.1.1 His/her immediate supervisor shall evaluate each employee.

5.1.2 An employee shall be given a draft copy of any evaluation form prepared by his/her evaluator before any conference is held to discuss it. No evaluation form shall be submitted to the district office, placed in the employee's personnel file or otherwise acted upon, without prior conference with the employee.

5.1.3 Employees shall be notified of any deficiencies. When a supervisor has a concern about the employee's performance, the supervisor shall notify the employee in a timely manner. If deficiencies continue, the supervisor shall provide the employee a specific plan for improvement which includes a written notice and a minimum of two (2) months for the employee to improve. The employee will have an opportunity to write a rebuttal to his/her evaluation.

5.2 Each employee shall be evaluated on the evaluation form. (Performance Evaluation, Attachment 4.)

ARTICLE VI: ECONOMIC PROVISIONS

6.1 Salary

- 6.1.1** For the 2018-19 school year the wage rates on Attachment 5 shall be increased by the previous year's annual average consumer price index, using the official current base compiled by the Bureau of Labor Statistics, United States Department of Labor, for the City of Seattle.
- 6.1.2** The rate of pay for classified substitutes shall be equal to eight-five percent (85%) of Step 1 of the position being filled.
- 6.2** All employees shall be paid over a twelve (12) month period. Paychecks shall be issued on the last District business day of each month. If the employee works less than three (3) hours per day, basic salaries shall be made in ten (10) monthly installments. In December, pay warrants will be made available on the District's last business day.
- 6.2.1** Pay warrant stubs shall include the following information:
- Base salaries
 - Individual payroll deductions
 - Overtime pay
 - Sick leave accumulations and amount used
 - Personal leave
 - Vacation accumulations and amount used
- 6.3** The Association and the District shall form a joint committee to research and develop a Training Stipend Program. The intent of this committee shall be to develop a program for paying stipends to employees for job appropriate training, licenses, or conferences.
- 6.4** Employees may request the monthly warrant/check be deposited to his/her bank account or forwarded to a specific address. The District may require specific authorization.
- 6.5** Employees assigned by the District to work on a job regularly filled by a higher classification employee shall receive compensation equal to the employee in the higher classification based on the experienced step of the substitute employee after three (3) days. Any employee substituting in a position at a lower rate of pay shall receive their current rate of pay for the time spent substituting in the lower paid position.
- 6.5.1** In the event that an employee is assigned as a certificated substitute, the employee will receive his/her regular rate of pay plus three dollars (\$3.00) per hour or the certificated substitute rate of pay, whichever is higher, for the time spent substituting. The employee will submit the hours on a timesheet. Willingness to serve as a certificated substitute will not be negatively referenced on an employee's classified evaluation.
- 6.6** When acting in accordance with assigned duties or when requested by the District to travel when using his/her own private vehicle, an employee shall be reimbursed for such travel at the current IRS rate.
- 6.7** Insurance coverage for employees who use their own vehicle at the direction of the District

shall be insured in accordance with the current District policy in effect at that time.

6.8 If so directed by the District, employees will fill out daily time records. Mileage forms will be provided to each employee who travels to perform their job responsibilities.

6.9 All compensations owed to an employee who is leaving the District shall, upon request, be paid on the next regular pay day after the final day of employment and in no case later than the following payday.

6.10 Longevity Pay

Longevity Steps: Employees are eligible to be placed on step 5 upon completion of four (4) years employment within the bargaining unit. Employees are eligible to be placed at step 10 upon completion of nine (9) years within the bargaining unit. Employees are eligible to be placed at step 15 upon completion of fourteen (14) years within the bargaining unit. Employees are eligible to be placed at step 20 upon completion of nineteen (19) years within the bargaining unit.

Longevity payments will be made at the start of each year in which an employee earns the benefit.

6.11 Training Pay

Each annual employee may participate in building-approved training equal to three (3) of their regular work days, to be paid at their regularly hourly rate and in accordance with FLSA and MWA (i.e. 8 hour employees will be entitled to 24 hours of training; 4 hour employees will be entitled to 12 hours of training). School year employees may participate in two (2) days of building-approved training opportunities. Training may be claimed in hourly increments. Should an employee choose not to attend non-mandatory training, they will not be compensated.

6.12 Fringe Benefits

6.12.1 Each employee shall receive the State allocated amount for insurance, except that the retired employees carve-out shall be remitted to the State. The District shall pay one hundred (100) percent of the retiree subsidy (carve out) for each employee for each year of this agreement. Part Time employees shall receive a pro-rated share of the retiree subsidy. The District shall provide all insurance money funded by the State each year based on 1440 hours per year. Employees less than 1440 hours will receive a pro rata share of the FTE contributions based on their FTE percentage.

6.12.2 The monthly premium shall be used to provide the programs listed below:

Primary plans

- Steilacoom Historical School District self-funded Dental and Vision: Administered by Trusteed Plans Services Corp.
- Willamette Dental
- WEA Select Group Life Insurance (mandatory)
- Hartford (Long-term Disability)

Medical Options:

- Premera Blue Cross Medical Plans
- Kaiser Permanente

Voluntary Plans:

- Optional Voluntary Term Life
- American Fidelity Salary Insurance
- Section 125: Flexible spending accounts
- Other voluntary benefits

6.13 Employer Liability Policy

For the term of the insurance policy currently in effect, the District will provide excess liability coverage for an employee's vehicle while it is being used in the scope and course of the employee's assigned duties. The limits of liability insurance carried by the individual employee must be exhausted in order to trigger insurance coverage. District insurance will not provide coverage for physical damage to employee's vehicles.

6.14 Premium Reduction Fund

6.14.1 After all premiums are paid in compliance with the above provisions, any balance remaining of the State funded amount per month per FTE shall be called a Premium Reduction Fund and shall be retained by the District and used in the following month(s) to decrease the payroll deduction experienced by bargaining unit members. During the month of September the parties to this Agreement shall meet to determine how much additional money, if any, is available for this Premium Reduction Fund and what shall be an equitable manner in which to distribute such money.

6.14.2 The employer agrees to expend the entire aggregate amount of money generated by the Premium Reduction Fund. The District and the Association shall meet again in February to review pooling expenditures and make adjustments if necessary.

6.15 Payroll Deductions

6.15.1 Employees may request payroll deductions for the following:

- United Way
- Credit Union loan payments
- Educational Employees Credit Union
- Washington School Employees Credit Union
- Tax Sheltered Annuities
- Deferred Compensation Plans

6.15.2 Other payroll deductions may be discussed at the Payroll Office.

Article VII: HOLIDAYS AND VACATIONS

7.1 Vacations

7.1.1 Annual employees will earn vacation days according to the following schedule:

- 7.1.1.1** Ten (10) days' vacation can be earned annually during the first three (3) years of continuous employment.
- 7.1.1.2** After the third (3rd) year of continuous employment, the employee will be entitled to fifteen (15) days of annual vacation per year through five (5) years of continuous employment.
- 7.1.1.3** The employee will earn one (1) additional day of annual leave each year from six (6) to ten (10) years of employment.
- 7.1.1.4** Twenty (20) days' vacation leave is the maximum earned in a year.
- 7.1.2** Employees may accumulate vacation time to the limit of twenty-five (25) days.
- 7.1.3** An employee who leaves the District shall receive their pro-rated vacation benefits at the time of termination of employment. Twenty-five (25) days of accrued vacation is the maximum that will be paid to an employee terminating employment.
- 7.1.4** Employees shall consult with their immediate supervisor to ensure adequate coverage of job responsibilities when scheduling vacations greater than five (5) days in length. Such consultation shall occur at least five (5) days prior to the start of the vacation, except in cases of emergency.
- 7.1.5** Employees are encouraged, when foreseeable, to schedule vacation leave in a manner that avoids critical usage periods, including days immediately preceding or following school breaks.

7.2 Paid Holidays

All employees shall receive the following paid holidays which fall within their work year:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- Independence Day (Independence Day shall be paid to all regular employees who work the day before the holiday)

To accommodate leaving at the end of the student day prior to Thanksgiving, employees may flex their schedule as agreed to with their supervisor.

7.3 Un-worked Holidays

Eligible employees shall receive pay equal to their normal work shift at their base rate in

effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked his/her last shift preceding and following the holiday, and is not on unpaid leave of absence, shall be eligible for pay for such un-worked holiday.

7.4 Worked Holidays

Employees who are requested to work on the above described holidays and who do work, shall receive two (2) times their base rate of pay for all hours worked on such holidays. (Two and one-half (2 ½) times the base rate of pay for custodians, maintenance and grounds.)

ARTICLE VIII: LEAVES

8.1 Sick Leave

8.1.1 In the case of absences caused or necessitated by personal illness, temporary disability or injury of employee or family member, or because of quarantine in the immediate family, this sick leave provision shall apply. Disabilities immediately related to childbearing shall be considered temporary disabilities.

8.1.2 At the beginning of each work year, each employee shall be credited with an advance sick leave allowance of up to twelve (12) days in accordance with their FTE allowance.

8.1.3 Employees shall be allowed to accumulate unused sick leave to the legal maximum limit.

8.1.4 At the end of each calendar year, the District will provide each employee with an accounting of their accumulated sick leave and all transactions concerning their sick leave days within that time period.

8.1.5 An employee who is unable to perform his/her duties because of personal illness, maternity or other disability may, upon request, be granted a leave of absence without pay at the exhaustion of sick leave. Leaves for these conditions may be renewed annually at the District's determination, if requested.

8.1.6 Whenever an Employee is absent from employment and unable to perform duties as a result of personal injury sustained in the course of employment, the employee may choose between using sick leave benefits or State Worker's Compensation.

8.1.7 In the event the Employee chooses to use State benefits, the time absent will not be charged against annual or accumulated sick leave.

8.2 Annual Sick Leave Cash-Out

Employees are allowed to cash in unused sick leave days above an accumulation of sixty (60) full days at a ratio of one full day of monetary compensation for four (4) accumulated sick leave days. At the employee's option, they can cash-out their unused sick leave days in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued sick leave in excess

of sixty (60) days. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated.

8.3 Sick Leave Cash-Out at Retirement or Death

At the time of separation from school district employment due to retirement or death, an eligible employee, or the employee's estate, shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued sick leave.

8.4 Family and Medical Leave Act

Employees shall be allowed to use available sick leave when needed to care for a child with a health condition needing treatment or supervision, and for a serious or emergency health condition of the employee's spouse, parent, parent-in-law, or grandparent. (Family Medical Leave Act - Attachment 6.)

8.5 Family Care Leave

Employees shall be allowed to use all available sick leave or other paid time off to care for the employee's spouse, parent, parent-in-law, or grandparent, in addition to a sick child.

8.6 Maternity Leave

This leave shall begin at a time agreed upon by the employee and her physician. A written request for maternity leave should include a statement as to the expected date of return to employment. Employees may be granted additional leave, if there are circumstances altering the expected date of return to work. Any employee who uses up sick leave under this section may apply for a leave of absence without pay.

8.7 Adoption Leave

Adoption leave with pay shall be granted upon prior application to the District by a parent in order to complete the adoption process, providing such leave does not exceed an aggregate of three (3) days in any given year. Such leave may be used for court legal procedures, home study and evaluation, and required home visitations by the adoption agent not possible to schedule outside of the regular working hours.

8.8 Bereavement Leave

Absence owing to death in the immediate family shall be granted with full pay for up to five (5) consecutive days. Immediate family shall be defined as the following family relationships to either the employee or their spouse/domestic partner: father and mother, parent surrogate, spouse/domestic partner, children, siblings, grandparents, grandchildren, aunts and uncles, nephews and nieces, and any relative or significant other residing in the employee's household. One (1) day of bereavement leave will be allowed for a close friend. At the discretion of the superintendent, two (2) additional days of bereavement leave may be granted for close friends for the purposes of extended travel and or extenuating circumstances.

8.9 Judicial Leave

An employee who is summoned to serve as a juror or is obliged to appear in court as a party of subpoenaed witness shall notify his/her immediate supervisor immediately upon learning of the need for leave. For jury duty, the employee shall receive normal pay, provided that any jury duty pay will be paid to the District. An employee who must be absent for judicial proceedings as a party will be entitled to leave without pay. An

employee who is subpoenaed as a witness shall be granted leave with normal pay, with any witness fees remitted to the District.

In the event the Association, or other party financially supported by the Association, brings suit against the District, the Association shall reimburse the district the per diem pay of any employee covered by this Agreement.

8.10 Military Leave

Employees shall be granted military leaves of absence in accordance with law.

8.11 Personal Leave

Personal leave shall not exceed two (2) days annually, accumulative to four.

8.12 Association Leave

The Association shall be allowed up to eighteen (18) days of absence per year for professional meetings and business of the Association. The Association shall give the District five (5) days advance notice, whenever possible, of the proposed absence.

The Association shall reimburse the District for the cost of a substitute if a substitute is required.

8.13 Other Leaves

Leaves of absence up to one (1) year without pay may be granted to employees for child care, child rearing, health reasons, professional development or such other reason as agreed to by the District.

The employee, if granted such leave, upon return, may be placed in a similar position as determined by the District. Such leaves shall not extend beyond one year.

8.14 Leave Sharing

8.14.1 Employees are granted the right to donate sick leave to come to the aid of another employee who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment.

8.14.2 An employee who has an accrued sick leave balance of more than sixty (60) days is allowed to transfer sick leave to another employee as specified in 8.14.1.

8.14.3 Employees are allowed to donate up to six (6) days during any twelve (12) month period.

8.14.4 An employee cannot donate sick leave days that would result in his/her sick leave account going below sixty (60) days.

8.14.5 Sick leave includes leave accrued pursuant to the RCWs with compensation for illness, injury and emergencies.

- 8.14.6** While an employee is on leave, he/she shall be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued personal leave or sick leave.

ARTICLE IX: LAY OFF AND RECALL

- 9.1** In the event the District reduces classified staffing by reason of program need, financial necessity, such as levy failure and/or decreased State or Federal support, the least senior employee within the impacted job classification(s) shall lose hours or be subject to layoff. The term "layoff" used herein refers to action by the Board reducing the number of employees in the bargaining unit, owing to financial restriction or program change.
- 9.2** In the event that layoff becomes necessary, the District shall first determine which employees will be retained because of special skills and/or qualifications relating to District programs. The District shall provide the Association with a list of the positions that will be impacted by no later than June 5. The District will work with the Association to minimize the impact. The District and Association shall review the seniority list of employees in each classification.
- 9.3** The District will make all reasonable attempts to assure that no new employee will be employed by the District while there are laid off employees who are qualified for the vacant or newly created position. The District will provide notification, prior to the posting, of any new position, to the Association at labor management meetings of any vacant position that could result in the hiring of a new employee.
- 9.4 Reduction In Force Procedure:**
- 9.4.1** Employees will be laid off on the basis of seniority by classification.
- 9.4.2** Seniority shall be defined as the length of service within the District as a member of the bargaining unit.
- 9.4.3** Senior employees whose positions have been eliminated due to reductions in force or who have lost hours as a result of a reduction in force shall be identified as displaced and shall have the right to assume any vacant position within their classification for which they have seniority, and qualifications. All displaced employees must be placed when possible.
- 9.4.4** Any temporary hours that are created or added subsequent to a reduction in force are to be offered to Association members by seniority, and qualification who have lost hours as a result of reduction in force prior to hiring of any temporary employees.
- 9.4.5** Positions that have become vacant due to attrition (new positions, positions vacated by transfer, separation from the District, or retirement) will then be open to all current Association employees including recently displaced employees following the process stated in Section 3.6 Assignment, Transfer, and Vacancies.

- 9.4.6** Employees shall hold seniority by classification. In case of a layoff, employees laid off in one classification will be able to bump into a prior classification in which they hold seniority. The employee retains their seniority in the former classification for two (2) years.
- 9.4.7** Unused sick leave shall be restored to the RIF'd employee upon return to active employment. Other benefits will be reinstated as appropriate to the position held. The employee will be reinstated at the same step on the salary schedule.
- 9.4.8** Employees shall not be bumped or reduced in hours by school employees who are not represented by the bargaining unit.
- 9.5** In the event that individuals have the same seniority ranking, the employees so affected shall participate in a drawing by lot to determine seniority position. The Association and all employees so affected shall be notified in writing of the date, time, and place for the drawing. The drawing shall be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance.
- 9.6** The parties shall meet annually, no later than December 1, to update the bargaining unit seniority list.
- 9.7** Employees to be laid off shall receive advance written notice of no less than fifteen (15) calendar days.
- 9.8** Employees having additional skills and/or qualifications may report such skills and/or qualifications in writing to the personnel office by March 1. Written verification of skills and qualifications is required annually.
- 9.9** Employees who are laid off shall be placed in a re-employment pool for two (2) years. Recall shall first be based on seniority and by qualifications relating to the District position to be filled. The District shall give employees written notice of recall from layoff by sending a registered or certified letter to the recalled employee at his/her last known address. If the employee does not respond within ten (10) business days of such notice of recall, the employee shall forfeit right of recall. The employee's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to employees.
- 9.10** While in the employment pool, a person may continue in the District fringe benefit programs for which they are legally qualified. Such continuance shall require reimbursement to the District of the District's costs of the program(s), in advance, by the first day of each month. Failure to reimburse the District by the first day of the month shall result in being dropped from the program(s).

ARTICLE X: DURATION

10.1 The terms and agreements set forth in this contract will be in effect from September 1, 2017 until August 31, 2019, or until such time as a new contract is collaboratively bargained between the Association and District.

Attest:

ASSOCIATION

DISTRICT

Chair

Board Chair

Date

Date

Superintendent

Date

Attachment 1 – Seven Test of Just Cause

Just Cause/Seven Key Tests

The basic elements of just cause, which different arbitrators have emphasized, have been reduced by Arbitrator Carrol R. Daugherty to seven tests. These tests, in the form of questions, represent the most specifically articulated analysis of the just cause standard as well as an extremely practical approach.

A “no” answer to one or more of the questions may mean that just cause either was not satisfied or at least was seriously weakened in that some arbitrary, capricious or discriminatory element was present.

Notice: “Did the employer give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee’s disciplinary conduct?”

Reasonable Rule or Order: “Was the employer’s rules or managerial order reasonably related to a) the orderly, efficient, and safe operation of the employer’s business and b) the performance that the employer might properly expect of the employee?”

Investigation: “Did the employer before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?”

Fair Investigation: “Was the employer’s investigation conducted fairly and objectively?”

Proof: “at the investigation, did the ‘judge’ obtain substantial evidence or proof that the employee was guilty as charged?”

Equal Treatment: “Has the employer applied its rules, order, and penalties even-handedly and without discrimination to all employees?”

Penalty: “Was the degree of discipline administered by the employer in a particular case reasonable related to the following?:

- a) the seriousness of the employee’s proven offense, and
- b) the record of the employee in his service with the Employer?”

Attachment 2 – Grievance Form

STEILACOOM HISTORICAL SCHOOL DISTRICT NO. 1

511 Chambers

Steilacoom, WA 98388

This form is to be used by a classified employee when filing a grievance review according to ARTICLE IV of the current Collective Bargaining Agreement. This same form must be used at each step and submitted in duplicate.

TO: _____
Name Title

FROM: _____
Grievant's Name Position

LOCATION: _____
Building Department

1. State the specific grievance. (Include Article and Section of the Collective Bargaining Agreement.)
2. State the grievance. (Include time, place, parties involved, witnesses.)
3. The relief sought.

Grievant's signature _____ Date _____

Supervisor's signature _____ Date _____

Supportive documents may be attached

Attachment 3 – Evaluation Form

STEILACOOM HISTORICAL SCHOOL DISTRICT **CLASSIFIED EMPLOYEE EVALUATION REPORT**

Name _____

Last First MI

☐ Secretary ☒ Paraeducator ☐ Custodian ☐ Other: _____

Evaluator
(Supervisor) _____

Title _____

Evaluation Period: From _____ To _____

Date(s) of Conference(s) _____

<u>EVALUATION AREA</u>	CHECK ONE			<u>COMMENTS</u>
	EXCEEDS EXPECTATIONS	SATISFACTORY	UNSATISFACTORY	
NOTE: Consider listed key words and other pertinent descriptors. Checking "Unsatisfactory" must include comments.				ENTER: Improvements, suggestions, goals, potential, etc.
INITIATIVE: Consider the employee's ability to perform a job with minimum direction. Does the employee make suggestions for improvement in his/her area or undertake new work when the job at hand is complete? Is the employee a self-starter?				
PROBLEM-SOLVER: Consider the employee's problem solving skills used in making decisions. Does the employee demonstrate the ability to think and act calmly, logically, and rapidly under stress?				
ATTITUDE OF COLLABORATION: Consider how well the employee fits into his/her work environment. Does the employee work in harmony and collaborate with others? Is the employee a team player?				
KNOWLEDGE AND QUALITY OF JOB: Consider the employee's understanding of all phases of his/her job responsibilities that are necessary for complete job performance. Consider professionalism, skill, thoroughness, and accuracy in completing job assignments as outlined in the job description. Does the employee's performance meet the standards of quality?				
TIME MANAGEMENT: Consider the amount and promptness of work produced based on specific job requirements. Does the employee use time wisely?				
DEPENDABILITY AND RESPONSIBILITY: Consider the employee's reliability in following instructions and carrying out assigned tasks with minimum direct supervision. Will the job be done on time and correctly? Does employee have a sense of responsibility and willingness to carry out assigned duties?				

Original: District Office
 Copies: Evaluator, Employee

Attachment 3 – Evaluation Form

STEILACOOM HISTORICAL SCHOOL DISTRICT CLASSIFIED EMPLOYEE EVALUATION REPORT

<u>OVERALL EFFECTIVENESS</u>	<u>CHECK ONE</u>		<u>COMMENTS</u> ENTER: Improvements, suggestions, goals, potential, etc.
	S	U	
Overall Job Effectiveness: Consider the ratings and comments above and provide an overall job effectiveness rating for the employee.			

A signature on this Classified Employee Performance Report does not necessarily mean that the employee agrees with the opinions expressed, but merely indicates that the employee has received a copy of the report and has been given the opportunity for discussion, comments and written reaction.

	Employee Comments:
Employee Signature	Date
I have provided an opportunity for comments and written reaction to this Annual Performance Report by the employee.	
Supervisor Signature	Date

Original: District Office
Copies: Evaluator, Employee

Attachment 4 – Family Medical Leave Act

Employee Eligibility

To be eligible for FMLA leave, an employee must:

- Have worked for that employer for at least 12 months; and
- Have worked at least 1,250 hours during the 12 months prior to the start of the FMLA leave

Leave Entitlement

A covered employer must grant an eligible employee up to a total of 12 workweeks of unpaid leave in a 12 month period for one or more of the following reasons:

- For the birth of a son or daughter, and to care for the newborn child;
- For the placement with the employee of a child for adoption or foster care, and to care for the newly placed child;
- To care for an immediate family member (spouse, child, or parent – but not a parent “in-law”) with a serious health condition;
- When the employee is unable to work because of a serious health condition.

Leave to care for a newborn child or for a newly placed child must conclude within 12 months after the birth or placement. (See CFR Section 825.201)

Spouses employed by the same employer may be limited to a combined total of 12 workweeks of family leave for the following reasons:

- Birth and care of a child;
- For the placement of a child for adoption or foster care, and to care for the newly placed child;
- To care for an employee’s parent who has a serious health condition.

Intermittent/Reduced Schedule Leave – The FMLA permits employees to take leave on an intermittent basis or to work a reduced schedule under certain circumstances. (CFR Section 203) Intermittent/reduced schedule leave may be taken when medically necessary to care for a seriously ill family member, or because of the employee’s serious health condition. Intermittent/reduced schedule leave may be taken to care for a newborn or newly placed adopted or foster care child only with the employer’s approval.

Employees needing intermittent/reduced schedule leave for foreseeable medical treatment must work with their employers to schedule the leave so as not to unduly disrupt the employer’s operations, subject to the approval of the employee’s health care provider. In such cases, the employer may transfer the employee temporarily to an alternative job with equivalent pay and benefits that accommodates recurring periods of leave better than the employee’s regular job.

Substitution of Paid Leave – Employees may choose to use accrued paid leave to cover some or all of the FMLA leave taken

Serious Health Condition – “Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves either:

- Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care; or
- Continuing treatment by health care provider which includes any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities).

This could include, but is not limited to, pregnancy, prenatal care, chronic health conditions such as asthma or diabetes, and permanent or long-term conditions such as Alzheimer's, stroke or cancer.

Medical Certification – An employer may require that the need for leave for a serious health condition of the employee or the employee's immediate family member be supported by a certification issued by a health care provider. The employer must allow the employee at least 15 calendar days to obtain the medical certification. An employer may, at its own expense, require the employee to obtain a second medical certification from a health care provider.

Maintenance of Health Benefits

A covered employer is required to maintain group health insurance coverage, including family coverage, for an employee on FMLA leave on the same terms as if the employee continued to work.

Job Restoration

Upon return from FMLA leave, an employee must be restored to his or her original job, or to an "equivalent" job, which means virtually identical to the original job in terms of pay, benefits, and other employment terms and conditions.

Notice

Employee Notice – Eligible employees seeking to use FMLA leave should request leave as soon as possible.

Other Provisions

Teacher may not be able to take intermittent or reduced-scheduled leave for planned medical treatment that may take them out of the classroom for more than 20% of the time. In such cases, the employee may be required to take continuous leave for the entire treatment period depending on the nature of the medical condition and classroom needs.

Teachers and educational assistants also may not be able to return from leave near the end of the school term. Depending on the timing and the reason for the leave, the district can require the employee to extend their leave and return at the beginning of the next term, rather than in the closing days of the current term.

Attachment 5 – 2017-18 Salary Schedule

Steilacoom Historical School District No. 01 Classified Salary Schedule 2017-18

JOB CLASSIFICATION	Step 1	Step 2	Step 3	Longevity Step 5-9	Longevity Step 10-14	Longevity Step 15-19	Longevity Step 20
Paraprofessional							
Educational Asst. Title 1/LAP Asst. Spec Ed Asst.	\$17.22	\$17.97	\$18.29	\$18.81	\$19.50	\$20.87	\$22.56
Campus Supervisor Library Tech	\$19.73	\$20.11	\$20.38	\$21.11	\$21.94	\$23.95	\$26.00
Office Professional							
Secretary Substitute Coordinator Career Center Coord	\$18.69	\$19.06	\$19.43	\$20.02	\$20.76	\$22.26	\$24.08
Office Coordinator SHS Registrar Dept. Specialist Fiscal Specialist	\$20.75	\$21.12	\$21.40	\$22.07	\$22.90	\$23.79	\$26.32
Accounting Analyst Student Services Analyst	\$23.03	\$23.44	\$23.75	\$24.50	\$25.41	\$26.40	\$29.21
Custodial							
Custodian	\$18.07	\$19.02	\$19.41	\$19.99	\$20.74	\$22.23	\$24.05
Custodian Lead	\$20.48	\$20.85	\$21.13	\$21.81	\$22.63	\$24.32	\$26.32
Maintenance							
Maintenance Technician I	\$20.59	\$20.94	\$21.21	\$21.90	\$22.88	\$24.79	\$26.87
Maintenance Technician II	\$23.30	\$24.08	\$24.52	\$25.39	\$26.42	\$28.86	\$31.35
Grounds							
Grounds I	\$18.07	\$19.02	\$19.41	\$19.99	\$20.74	\$22.23	\$24.05
Grounds II	\$20.48	\$20.85	\$21.13	\$21.81	\$22.63	\$24.32	\$26.32
Professional/Technical							
Licensed Practical Nurse	\$21.71	\$22.06	\$22.33	\$23.08	\$24.00	\$26.08	\$28.21
Brailist	\$18.52	\$18.89	\$19.28	\$19.86	\$20.60	\$22.08	\$23.88
SLPA	\$18.52	\$18.89	\$19.28	\$19.86	\$20.60	\$22.08	\$23.88
Computer Tech	\$21.00	\$21.31	\$21.55	\$22.13	\$22.88	\$24.37	\$26.19
Network/Communications	\$23.26	\$23.61	\$23.88	\$24.58	\$25.44	\$27.20	\$29.28

Substitute rate is 85% of Step 1

STEILACOOM HISTORICAL SCHOOL DISTRICT NO. 1

BOARD OF DIRECTORS

Board Meeting Date: 9/27/2017

Strategic Focus Area

- ☐ Teaching and Learning
- ☒ Safety, Service and Support
- ☐ Family & Community Involvement
- ☐ Resource Management

BACKGROUND INFORMATION

First Reading of Policy 3115 Homeless Students: Enrollment Rights and Services

WSSDA policy update includes two new sections:

1. Facilitating on-time grade level progression which includes:
 - a. Waive courses required for graduation if similar coursework has been satisfactorily completed in another district
 - b. Consolidate partial credit, unresolved and incomplete coursework
 - c. Opportunities to accrue credit
 - d. Granting of partial credits
 - e. Graduation alternatives
2. Informed consent for healthcare may be obtained from school nurse, school counselor, homeless student liaison, as:
 - a. Consent is necessary for non-emergency, outpatient, exams, etc.
 - b. The student is not under the supervision or control of a parent, DSHS, etc.
 - c. No authorized to consent employees will be subject to administrative sanctions of civil damages

No sections of this policy are being deleted.

RECOMMENDED ACTION:

It is the recommendation of the Superintendent to move Policy 3115 to a second reading.

Report prepared by:
Nancy McClure, Executive Director of Assessment and Intervention

HOMELESS STUDENTS: ENROLLMENT RIGHTS AND SERVICES

To the extent practical and as required by law, the district will work with homeless students and their families to provide them with equal access to the same free, appropriate education (including public preschool education) provided to other students. Special attention will be given to ensuring the identification, enrollment and attendance of homeless students not currently attending school, as well as mitigating educational barriers to their academic success. Additionally, the district will take reasonable steps to ensure that homeless students are not stigmatized or segregated in a separate school or in a separate program within a school on the basis of their homeless status.

Homeless students will be provided district services for which they are eligible, including Head Start and comparable pre-school programs, Title I, similar state programs, special education, bilingual education, vocational and technical education programs, gifted and talented programs and school nutrition programs.

Homeless students are defined as lacking a fixed, regular and adequate nighttime residence, including those students who are:

- A. Sharing the housing of other persons due to loss of housing or economic hardship, or a similar reason;
- B. Living in motels, hotels, trailer parks or camping grounds due to the lack of alternative adequate accommodations;
- C. Living in emergency or transitional shelters;
- D. Abandoned in hospitals;
- E. Living in public or private places not designed for or ordinarily used as regular sleeping accommodation;
- F. Living in cars, parks, public spaces, abandoned buildings, substandard housing, transportation stations or similar settings; or

~~G.~~ Migratory children living in conditions described in the previous examples.

G.

The superintendent will designate an appropriate staff person to be the district's McKinney-Vento liaison for homeless students and their families. The liaison may simultaneously serve as a coordinator for other federal programs, provided that they are able to carry out the duties listed in the procedure that accompanies this policy.

If the district has identified more than ten unaccompanied youth, meaning youth not in the physical custody of a parent or guardian and including youth living on their own in any of the homeless situations described in the McKinney-Vento Homeless Education Act, the principal of each middle and high school building will establish a point of contact for such youth. The point of contact is responsible for identifying homeless and unaccompanied youth and connecting them with the district's homeless student liaison. The district's homeless student liaison is responsible for training the building points of contact.

Best interest determination

In making a determination as to which school is in the homeless student's best interest to attend, the district will presume that it is in the student's best interest to remain enrolled in their school of origin unless such enrollment is against the wishes of a parent, guardian or unaccompanied youth.

Attendance options will be made available to homeless families on the same terms as families resident in the district, including attendance rights acquired by living in attendance areas, other student assignment policies, and intra and inter-district choice options.

If there is an enrollment dispute, the student will be immediately enrolled in the school in which enrollment is sought, pending resolution of the dispute. The parent or guardian will be informed of the district's decision and the reasons therefor, (or informed if the student does not qualify for McKinney-Vento, if applicable) and their appeal rights in writing and in a language they can understand. The district's liaison will carry out dispute resolution as provided by state policy. Unaccompanied youth will also be enrolled pending resolution of the dispute.

Once the enrollment decision is made, the school will immediately enroll the student, pursuant to district policies. However, enrollment may not be denied or delayed due to the lack of any document normally required for enrollment, including academic records, medical records, proof of residency, mailing address or other documentation, or denied or delayed due to missed application deadlines or fees, fines or absences at a previous school.

If the student does not have immediate access to immunization records, the student will be admitted under a personal exception. Students and families should be encouraged to obtain current immunization records or immunizations as soon as possible, and the district liaison is directed to assist. Records from the student's previous school will be requested from the previous school pursuant to district policies. Emergency contact information is required at the time of enrollment consistent with district policies, and in compliance with the state's Address Confidentiality Program when necessary. However, the district cannot demand emergency contact information in a form or manner that creates a barrier to enrollment and/or attendance at school.

Homeless students are entitled to transportation to their school of origin or the school where they are to be enrolled. If the school of origin is in a different district, or a homeless student is living in another district but will attend his or her school of origin in this district, the districts will coordinate the transportation services necessary for the student, or will divide the costs equally.

The district's liaison for homeless students and their families will coordinate with local social service agencies that provide services to homeless children and youths and their families; other school districts on issues of transportation and records transfers; and state and local housing agencies responsible for comprehensive housing affordability strategies. This coordination includes providing public notice of the educational rights of homeless students where such children and youth receive services under the McKinney-Vento Act, such as schools, family shelters and soup kitchens. The notice must be disseminated in a manner and form that parents,

guardians and unaccompanied youth receiving such services can understand, including, if necessary and to the extent feasible, in their native language. The district's liaison will also review and recommend amendments to district policies that may act as barriers to the enrollment of homeless students and will participate in professional development and other technical assistance activities, as determined by the state-level (OSPI) coordinator for homeless children and youth programs.

The superintendent will:

- Strongly encourage district staff, including substitute and regular bus drivers to annually review the video posted on the OSPI website on identification of student homelessness;
- Strongly encourage every district-designated homeless student liaison to attend trainings provided by the state on identification and serving homeless youth. Ensure that the district includes in materials provided to all students at the beginning of the school year or at enrollment, information about services and support for homeless students (i.e., the brochure posted on the OSPI website).
- Use a variety of communications each year to notify students and families about services and support available to them if they experience homelessness (e.g., distributing and collecting a universal annual housing intake survey, providing parent brochures directly to students and families, announcing the information at school-wide assemblies, posting information on the district's website).

Facilitating on-time grade level progression

The district will: 1) waive specific courses required for graduation for students experiencing homelessness if similar coursework has been satisfactorily completed in another school district; or 2) provide reasonable justification for denial of the waiver. In the event the district denies a waiver and the student would have qualified to graduate from their sending school district, the district will provide an alternative process of obtaining required coursework so that the student may graduate on time.

The district will consolidate partial credit, unresolved, or incomplete coursework and will provide students experiencing homelessness with opportunities to accrue credit in a manner that eliminates academic and nonacademic barriers for the student.

For students who have been unable to complete an academic course and receive full credit due to withdrawal or transfer, the district will grant partial credit for coursework completed before the date of the withdrawal or transfer. When the district receives a transfer student in these circumstances, it will accept the student's partial credits, apply them to the student's academic progress or graduation or both, and allow the student to earn credits regardless of the student's date of enrollment in the district.

In the event a student is transferring at the beginning of or during their junior or senior year of high school and is ineligible to graduate after all alternatives have been considered, the district will work with the sending district to ensure the awarding of a diploma from the sending district if the student meets the graduation requirements of the sending district.

In the event a student enrolled in three or more school districts as a high school student, has met state requirements, has transferred to the district, but is ineligible to graduate from the district after all alternatives have been considered, the district will waive its local requirements and ensure that the student receives a diploma.

Informed consent for healthcare

Informed consent for healthcare of behalf of a student experiencing homelessness may be obtained from a school nurse, school counselor, or homeless student liaison when:

a. Consent is necessary for non-emergency, outpatient, primary care services, including physical examinations, vision examinations and eyeglasses, dental examinations, hearing examinations and hearing aids, immunizations, treatments for illnesses and conditions, and routine follow-up care customarily provided by a health care provider in an outpatient setting, excluding elective surgeries;

b. The student meets the definition of a “homeless child or youth” under the federal McKinney-Vento homeless education assistance improvements act of 2001; and

c. The student is not under the supervision or control of a parent, custodian, or legal guardian, and is not in the care and custody of the department of social and health services.

The District and District employee authorized to consent to care under this policy are not subject to administrative sanctions or civil damages resulting from the consent or non-consent for care or payment for care.

• _____

Cross References:	Board Policy 3116	Students in Foster Care
	Board Policy 3120	Enrollment
	Board Policy 3231	Student Records
	Board Policy 3413	Student Immunization and Life_ - Threatening Conditions
	Board Policy 4218	Language Access Plan
Legal References:	RCW 28A.225.215	Enrollment of children without legal residences
	RCW 28A.320.145	Support for homeless students.
	20 U.S.C. 6301 et seq.	Elementary and Secondary Education Act of 1965 as amended by the Every Student Succeeds Act [ESSA]

42 U.S.C. 11431 et seq.
Chapter 28A.320 RCW

McKinney-Vento Homeless Assistance Act
Provisions applicable to all districts (new
section created by 3SHB 1682, 2016
legislative session)

Management Resources: *Policy News, July 2017*
Policy News, November 2016
Policy News, December 2014
Policy News, October 2004
Policy News, October 2002

Adoption Date: 2.27.08
Steilacoom Historical School District
Revised: 10.23.13; 2.25.15; 12.14.16;

STEILACOOM HISTORICAL SCHOOL DISTRICT NO. 1 BOARD OF DIRECTORS

Board Meeting Date: 9/27/2017

Strategic Focus Area

- ☐ Teaching and Learning
- ☒ Safety, Service and Support
- ☐ Family & Community Involvement
- ☐ Resource Management

BACKGROUND INFORMATION

First Reading of Policy 3116 Students in Foster Care

WSSDA policy update includes new section: Facilitating on-time grade level progression. Specifically, the new section addresses graduation requirements, partial credit, incomplete coursework and provide opportunities to earn credit. Coursework and credits from other district high schools will be accepted; local graduation requirements will be waived to ensure the student receives a diploma.

RECOMMENDED ACTION:

It is the recommendation of the Superintendent to move Policy 3116 to a second reading.

Report prepared by:
Nancy McClure, Executive Director of Assessment and Intervention

STUDENTS IN FOSTER CARE

The board recognizes that students in foster care experience mobility in and out of the foster care system and from one home placement to another that disrupts their education, thereby creating barriers to academic success and on-time graduation. Through collaboration with state, local and/or tribal child welfare agencies, the district will strive to minimize or eliminate educational barriers for students in foster care, particularly with regard to enrollment, transfer of student records, and transportation to their school of origin. The superintendent or designee is authorized to establish procedures and/or practices for implementing this policy.

Point of contact

The superintendent or designee will designate ~~a foster care liaison~~ an appropriate staff member to serve as the district's point of contact for local child welfare agencies- if such agencies notify the District in writing that they have designated a point of contact for the District. The ~~liaison~~ point of contact will work with appropriate state, local and/or tribal child welfare agencies to receive notifications and share information regarding the status and progress of students in foster care. The ~~liaison~~ point of contact will also work collaboratively with the district's Title I coordinator to provide supports for students in foster care that are enrolled or seeking to enroll in the district.

Enrollment

Whenever practical and in the best interest of the child, children placed into foster care ~~shall~~ will remain enrolled in the ~~school~~ school they were attending ~~at the time they entered~~ upon entering foster care. When a determination of the student's best interest is necessary, it will take into account a number of factors as described in the procedures that accompany this policy, including concern for the student's safety as well as the availability of supports for the student's educational success. Such a determination should involve a district representative, a representative of the appropriate child welfare agency, the student, and the student's biological and foster families, if reasonably feasible ~~should be involved~~.

If remaining in the school of origin is determined not to be in the student's best interest, the district will immediately enroll that student in their new school. Enrollment may not be denied or delayed based on the fact that documents normally required for enrollment have not been provided.

A school may not prevent a student in foster care from enrolling based on incomplete information of any history of placement in special education, any past, current, or pending disciplinary action, any history of violent behavior, or behavior listed in RCW 13.04.155, any unpaid fines or fees imposed by other schools, or any health conditions affecting the student's educational needs during the ten (10) day period that the Department of Social and Health Services has to obtain that information. Upon enrollment, the district will make reasonable efforts to obtain and assess the child's educational history in order to meet the child's unique needs within two (2) school business days.

Records Transfer

When a student in foster care transfers schools, whether within the district or to another school district, the enrolling school will immediately contact the sending school to obtain academic and other records. The sending school will respond as soon as possible to requests it receives for records of students in foster care.

Additionally, upon receipt of a request for education records of a student in foster care from the Department of Social and Health Services, the district will provide the records to the agency within two (2) school days.

Transportation

By December 10, 2016, the district will collaborate with state, local or tribal child welfare agencies, as appropriate, to implement a written transportation procedure by which prompt, cost-effective transportation will be provided, arranged and funded for students to remain in their school of origin when in their best interest for the duration of their time in foster care.

The written procedure will ensure that if additional costs are incurred in providing transportation, the district will provide transportation to the school of origin if: 1) the child welfare agency agrees to reimburse the transportation; (2) the district agrees to pay for the cost of the transportation; or 3) the district and the child welfare agency agree to share transportation costs.

Dispute resolution

In the event that a caregiver or education decision-maker disputes a district decision regarding the best interest of the student in foster care with regard to enrollment or the provision of any other education-related service, including transportation, the caregiver or education decision-maker may use the three-tiered appeals process outlined in the procedure that accompanies this policy. The district will make all reasonable efforts to collaborate with appropriate agencies and aggrieved parties to resolve the dispute at the local level.

In the event that a dispute occurs between the district and a child welfare agency with regard to issues that do not involve educational placement or the provision of educational services (e.g., transportation reimbursements, failure to collaborate), such disputes may be forwarded to the office of the superintendent of public instruction for resolution.

Review of unexpected or excessive absences

A district representative or school employee will review unexpected or excessive absences of students in foster care and those awaiting placement with the student and adults involved with the student, including their caseworker, educational liaison, attorney if one is appointed, parent, guardian and foster parents. The purpose of the review is to determine the cause of the absences, taking into account: unplanned school transitions, periods of running from care, in-patient treatment, incarceration, school adjustment, educational gaps, psychosocial issues and unavoidable appointments during the school day. The representative or employee will take proactive steps to support the student's school work so the student does not fall behind and to avoid suspension or expulsion based on truancy.

Facilitating on-time grade level progression

The district will: 1) waive specific courses required for graduation for students in foster care if similar coursework has been satisfactorily completed in another school district; or 2) provide reasonable justification for denial of the waiver. In the event the district denies a waiver and the student would have qualified to graduate from their sending school district, the district will ~~make best efforts to~~ provide an alternative process of obtaining required coursework so that the student may graduate on time.

The district ~~encourages consolidation of~~ will consolidate partial credit, unresolved or incomplete coursework and ~~to~~ will provide students in foster care with opportunities to accrue credit ~~through classroom hours, correspondence courses, or portable assisted study sequence units designed in a manner that eliminates academic and nonacademic barriers for migrant high school~~ the students.

For students- who have been unable to complete an academic course and receive full credit due to withdrawal or transfer, the district will grant partial credit for coursework completed before the date of the withdrawal or transfer. When the district receives a transfer student in these circumstances, it will accept the student's partial credits, apply them to the student's academic progress or graduation or both, and allow the student to earn credits regardless of the student's date of enrollment in the district.

In the event a student is transferring at the beginning of or during their junior or senior year of high school and is ineligible to graduate after all alternatives have been considered, the district will work with the sending district to ensure the awarding of a diploma from the sending district if the student meets the graduation requirements of the sending district.

In the event a student enrolled in three or more school districts as a high school student, has met state requirements, has transferred to the district, but is ineligible to graduate from the district after all alternatives have been considered, the district will waive its local requirements and ensure that the student receives a diploma.

Legal References:

RCW 28A.150.510 Transmittal of education records to department of social and health services – Disclosure of educational records – Data-sharing agreements – Comprehensive needs requirement document – Report

RCW 28A.225.023 Youth dependent pursuant to Chapter 13.34 RCW - Review of unexpected or excessive absences – Support for youth's school work

RCW 28A.225.215 Enrollment of children without legal residences

RCW 28A.225.330 Enrolling students from other districts—Requests for information and permanently records—Withheld transcripts—Immunity from liability—Notification to teachers and security personnel—Rules

RCW 28A.320.192 On-time grade level progression and graduation of students who are dependent youth

RCW 74.13.550 Child placement – Policy of educational continuity

Cross References:

20 U.S.C. 6301 et seq. Elementary and Secondary Education Act of 1965 as amended by the Every Student Succeeds Act [ESSA]

2418 - Waiver of High School Graduation Credits

3115 - Homeless Students- Enrollment Rights and Services

3120 - Enrollment

3122 - Excused and Unexcused Absences

3231 - Student Records

6100 - Revenues From Local, State and Federal Sources

Management Resources:

2017 – July Issue

2016 - November Issue

OSPI list of Foster Care Liaisons/DSHS Contacts

Adoption Date: 1.25.17

Revised:

Steilacoom Historical School District No. 1