

Collective Bargaining Agreement

Between

Brinnon School District #46

&

Brinnon School Employees - Classified

Bargaining Members

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William Barnet, Brinnon School Board
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Pam Fields, Classified Staff Member
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9/1/2023
to
8/31/2025

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ARTICLE I
THE AGREEMENT

Section 1
Preamble

This Agreement is entered into by and between the Brinnon School District, acting through its Board of Directors, and the Brinnon School Employees (BSP). Hereinafter, the Brinnon School District shall be referred to as "the District." The Board of Directors shall be referred to as "the Board," and the Brinnon School Employees as "the Association." The District, Board and Association shall collectively be referred to as "the Parties."

Section 2
Recognition

A. The Board recognizes the Association as the sole and exclusive bargaining representative for all employees included in the bargaining units as described hereinafter.

B. Representation shall cover all non-administrative classified employees District and those who are on approved leave.

C. The Association is recognized as the exclusive bargaining representative for substitutes as required by the Public Employees Relations Commission (PERC) precedent; however, the provisions of this agreement shall not be applicable to such substitutes. It is agreed that the Parties to this agreement shall meet annually to establish the rate of pay for substitutes represented by the Association.

D. Within one hundred and eighty (180) days following execution of this agreement, the District will provide the Association with complete job descriptions for all employees subject to this agreement. The District will provide the Association with such amendments, changes and additions to job descriptions as they may from time to time occur.

Section 3
Status of the Agreement

The Agreement shall be amended only with mutual consent of the Parties, subject to the terms of this Agreement.

The administration of this Agreement may be discussed on a monthly basis with the superintendent or his/her designee.

Section 4
Conformity Law

If any provision of this Agreement shall be found contrary to law, such provision shall have effect to the extent permitted by law, but the remainder of the Agreement shall continue in effect for the duration of this Agreement.

Section 5 **Distribution of Agreement**

Within thirty (30) working days following the ratification of the Agreement by both Parties, the District shall make the Agreement digitally available to all employees. A copy of the Agreement shall be available for review to all applicants for vacant positions. All employees new to the District shall have access to a copy of the Agreement by the District subsequent to ratification.

The cost of copying and distributing the Agreement as well as that of any amendments shall be divided equally between the District and the Association. Both Parties to the Agreement shall mutually determine the format utilized. The Association shall be given two (2) additional copies of the Agreement.

Article II **Rights**

Section 1 **Employer Rights**

It is agreed that the customary and usual rights, powers, functions, and authority of management official of the District. Included in these rights in accordance with and subject to applicable laws, regulations, and the provisions of this agreement, is the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reason. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted.

Section 2 **Association Rights**

A. The Association has the right and the responsibility to represent the interests of all employees in the unit, and to present its views to the District on matters of concern, either orally or in writing.

B. The Association may use school building facilities for meetings outside of school hours when such facilities are not in use. In all cases, the Association shall request permission from the superintendent or designee.

C. The Association may post notices of activities and matters of association business:

- On a designated bulletin board at each work site.
- Through the use of District mail service.
- Through the use of District email.

D. Association posting privileges are subject to the following:

- The Association will not post messages within the workplace that are knowingly untrue about any particular individual or group, including the District.
- The Association will not use the privilege for religious purposes.

E. The Association may use the District's computers, duplication and audio-visual equipment, when otherwise not in use, provided that the Association shall reimburse the District for costs incurred.

F. The District shall make available to the Association the names of all new employees within ten (10) working days from the date on which the employee was hired.

- G. The Association shall have access to annual financial reports, audits, budget documents, agendas and minutes of all Board meetings, and student enrollment data, provided however, the Association requests such information.
- H. Representatives of the Association, upon making their presence known to the District, shall have access to the District premises during business hours, provided that conferences or meetings between employees and Association representatives will occur during duty free time.

Section 3

Rights of the Employee

- A. It is agreed that all employees subject to this agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participate in the management of the Association, including presentation of views by the Association to the Board of Directors of the District or any other governmental body, group or individual. The District shall take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.
- B. Each employee shall have the right to bring matters of personal concern to the attention of appropriate officials of the District.

- C. Employees have the right to a safe working environment in keeping with the guidelines in District Policy 3240 Student Conduct Expectations and Reasonable Sanctions and District Policy 3241 Student Discipline. (Exhibit Policies will be updated by school board approval as suggested by WSSDA legal review.

- D. Neither the District, nor the Association, shall discriminate against any employee subject to this agreement on the basis of sex, race, creed, religion, color, national origin, honorably discharged veteran or military status, sexual orientation, gender expression, the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability.

Section 4

Personnel Files/Working Files

- A. One (1) personnel file shall be maintained in the District for each employee. Contents of the file may include, but not be limited to, evaluation reports. Copies of annual contracts, copies of teaching certificates, and transcripts. A working file may be kept by the District.
- B. Material placed in the employee's permanent personnel file shall be available for review, provided that the employee shall arrange for an appointment with the superintendent or designee. Such review may be conducted in the presence of a District administrator. The employee may choose to have a witness during inspection of personnel files.
- C. Employees shall be notified within ten (10) working days of materials derogatory to an employee's conduct, service, character or personality placed in the file. The employee shall have the right to rebut any such information in writing with such a rebuttal to be attached to the document to which it is addressed. Any such rebuttal shall become part of the employee's personnel file. If the employee finds such material in his/her personnel file that was placed there without the opportunity of response, that material will be removed upon request of that employee.
- D. If an employee believes that material should be removed from the personnel file, such a request must be made in writing, to the superintendent. The request must include a statement by the employee as to why the material in question is no longer appropriate for inclusion in the file. The superintendent shall respond in writing to the employees request and state his/her rationale for approving or denying employee's request.

- E. Working files are not subject to inspection. Any documentation noted in any working file directly relating to employee discipline or adverse effect to contract status shall be called to the attention of the employee within ten (10) working days. The employee shall have the right to attach his or her own written comments. All material shall be removed from the working file after two (2) years.

Section 5 **Due Process**

- A. An employee may not be disciplined without due process. Progressive discipline steps include verbal reprimand, written reprimand, suspension without pay, or termination. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates the action. Disciplinary steps may be skipped when appropriate, depending on the nature of the issue. Any disciplinary action shall occur within a timely manner.
- B. An employee shall be entitled to have present a representative of the Association during any meeting which the employee believes could result in discipline or when the employee believes the representative may be of assistance in problem solving. This would include any meeting where pre-disciplinary action such as a warning or letter of expectation is being discussed. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present.
- C. It is agreed that all disciplinary matters pursuant to this Article shall be subject to the Grievance Procedure contained in this Agreement.

Section 6 **Liability Insurance**

Liability Insurance coverage for employees shall be provided to the extent required by law.

Section 7 **Facilities**

The building shall have the following facilities and equipment for employee use:

1. Space in each classroom to safely store instructional materials and supplies.
2. Access to a telephone.
3. A storage area for belongings.
4. Clean, lighted rest rooms.
5. Access to staff room.
6. Parking lot for parking.
7. Keys to building and rooms/s as deemed necessary by the Administration.
8. Computer Access

Article III
Leaves

Section 1
Sick Leave

- A. Twelve (12) days leave for disability arising out of illness, injury, childbirth complications, or illness in the immediate family shall be given each employee per year. Immediate family as defined by State law.
- B. For each absence due to the aforementioned disabilities, a deduction of hour for hour shall be made from the individual's accumulated sick leave.
- C. When an employee must be absent due to illness, injury, medical appointments or childbirth, the employee shall notify the district secretary as soon as possible to secure a substitute and/or coverage of duties. In any event, such notification shall be given to the district secretary at least two (2) hours if possible prior to the commencement of the employee's workday.
- D. Leave for routine childbirth of an immediate family member shall be limited to three (3) working days per school year.
- E. The District reserves the right to request a physician's certificate as proof of disability for any absence of more than five (5) consecutive days.
- F. By July 3rd of the school year, the District shall provide each employee with an accounting of their accumulated sick leave.
- G. Upon return to employment with the District, any former employee shall be credited with the balance of unused sick leave accumulated at the time of termination with the District.
- H. An employee who is unable to perform District responsibilities due to extended personal illness or other disability may request temporary disability leave with pay to the extent of accumulated sick leave days. Provided, further, that exhaustion of sick leave may result in the granting of temporary disability without pay or leave share.
- I. When an employee takes leave as a result of an on the job injury, the District shall be notified as soon as possible. Copies of any claims for employment compensation under workman's compensation or industrial accident plans shall be made to the District.
1. If additional workers' compensation from the State is paid to an employee who is receiving district pay for any injury, the employee shall immediately remit such compensation to the District.
 2. A full written report of any disabling accidents or injuries to any employee shall be given to the District within ten (10) calendar days of the injury by the injured employee or his/her doctor.
 3. No workers' compensation shall be paid by the District to any employee who is injured while employed by any employer other than the District, self-employed, or off-duty.
 4. An Employee may be required to complete a Department of Transportation or other physical before return to work after surgery or injury. The District will be responsible for the cost of this physical.
- J. An employee who has more than 165 hours of accumulated sick leave may choose to have the District transfer a specified amount of sick leave to other members of the bargaining unit. Transfer cannot result in accumulated sick leave of less than 165 hours. Such transfer of sick leave is voluntary. Request to donate or transfer leave must be made in writing and for the benefit of a specific employee.

1. To be eligible for transferred leave, an employee, relative or household member must suffer from an illness, impairment, or physical or mental condition which is likely to cause the employee to go on leave without pay or to terminate employment.

2. If more than one (1) employee is offering to transfer sick leave to another employee, the leave transfer shall be made in a fair and equal manner. Sick leave days will be drawn from contributors on a rotation schedule, one day at a time, from each contributor. The District and the Association shall draw the rotation on a random basis.

- K. The district will pay sick leave cash out as authorized by the state law. Should the state rescind sick leave cash out, this provision will become immediately null and void.

- L. If there is a federal, state, or county mandate requiring bargaining unit members to stay home, the district will provide up to 5 days of additional sick leave.

Section 2 Childbirth

- A. Employees may use sick leave for their own period of disability, care of a spouse who is disabled due to childbirth, or to care for the child's health condition. Paid Family Medical Leave (PFML) is available according to the guidelines of the program.

- B. Employees returning from such leave to full-time employment shall have all previously accrued benefits reinstated at the time of return. Employees shall have the option of maintaining the District medical insurance coverage at the employee's expense, provided, however, that such option(s) is approved by the carrier.

- C. A request for childbirth leave shall be made at least thirty (30) calendar days prior to the expected birth. The request shall specify:

1. The anticipated date of birth.
2. Date leave is to commence and end.
3. Number of sick leave days to be applied to childbirth leave.

- D. At the time leave is requested, the duration of the leave shall be established, subject to modification for unforeseen circumstances and if based on medical reasons verified in writing by the employee's health care provider.

- E. Employees on leave shall be entitled to return to the same or a comparable position held prior to the commencement of leave.

- F. Employees may use sick leave for their own period of disability, care of a spouse who is disabled due to childbirth, or to care for the child's health condition.

Section 3 Professional Visitation

The District shall make available no less than one (1) day per year for each employee to attend an away-from-school in-service or observation opportunity of his/her choice. The District shall pay for substitute cost and such leave shall be non-accumulative. The employee shall pay costs of travel and any fees for attending leave activities, unless otherwise agreed in writing with the Superintendent. Additional professional leave days may be granted at the discretion of District administration.

Section 4 Bereavement Leave

Employees shall be entitled to five (5) non-accumulative days, with pay, per occurrence for the death of a relative. For the purposes of this agreement, a relative shall be defined as a spouse, child, fetus, mother, sister, brother, father, father-in-

law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, grandparents, and others approved by the superintendent. Leave without pay may be taken for the death of a close friend.

Section 5 **Judicial Leave**

In the event an employee is summoned to serve as a juror or appear as a witness in court, except as a witness averse to the District, or is named as a co-defendant with the District, such employee shall receive his/her per diem pay for each day of required presence in court. In order for assigned jury duty not to be deducted from any leaves, the employee shall surrender his/her reimbursement for jury duty to the District upon receipt.

Section 6 **Unpaid/Other Leave**

All other leaves shall be considered on an individual basis, and shall be uncompensated. All requests for leave shall be submitted to the Superintendent. In any event, the granting of, or disapproval of, leaves shall not be considered as precedent setting nor subject to the grievance procedure of this Agreement.

Section 7 **Emergency Leave**

No more than two (2) days emergency leave shall be granted by the District in any one year; however, additional days of leave may be granted at the discretion of the superintendent. Emergency leave is non-accumulative and is not to be deducted from sick leave.

Section 8 **Personal Leave**

The District shall grant five (5) days personal leave per year (deducted from sick leave), subject to the following restrictions:

1. May be used immediately adjacent to (either before or after) vacations or holidays subject to the following criteria;
 - a. Personal leave is deducted from the yearly sick leave allotment.
 - b. Be requested minimum 20 calendar days in advance;
 - c. Be subject to substitute availability;
 - d. Drawing by lot on the 19th day before the requested leave date;
 - e. No more than one classified employee may be granted personal leave on any one day.
 - f. The superintendent may waive the above requirement due to unusual or emergency circumstances beyond the employee's control.
2. Non adjacent holiday/vacation leave requests must be requested at least twenty-four (24) hours in advance;
 - a. Must be approved by the employee's immediate supervisor;
 - b. No more than one (1) classified employee may be granted personal leave on any one day;
 - c. Cannot be used to fail to report to work due to snow or other inclement weather conditions;
 - d. Cannot be used during the first or last week of the school year;

e. Must be taken in full or half-day increments;

Section 9 Association Leave

The District shall grant up to four (4) days Association leave per year. Such leave shall be non-accumulative. The Brinnon School Employees President or one designee of the Association can take such leave on any given day. The Association shall pay the costs of the substitute for Association leave.

Section 10 Long-Term leave

A leave of one (1) year without pay may be granted upon application to the Board by an employee on the following basis:

1. Employees must have been employed by the District for four (4) consecutive years prior to the year in which the leave is requested.

2. Employees on this leave shall spend time in an accredited college program or in other work experiences, or in travel, or for child care, or reasons of health, or any other reason the district deems acceptable.

3. Employees requesting a long-term leave shall apply by April 1 to the superintendent. The superintendent shall make a recommendation to the Board. The Board shall make the final determination by May 15. A leave of one (1) year shall be granted an employee, providing a satisfactory replacement is available for the time period specified. Only one (1) long-term leave per year may be granted to employees covered by this Agreement. The Board may extend the leave for an additional year if requested by the employee.

4. An employee on a professional leave may return to the Brinnon School District to a comparable position for which he/she is qualified, provided notice of intent to return has been received by the Board by April 1 of the school year prior to his/her intended return.

5. Employees on long-term leave shall retain all previously accumulated leave, but shall not accrue additional leave during the period of long-term leave.

ARTICLE IV EMPLOYEE EVALUATION PROCEDURE

Annual evaluations shall be presented to each employee no later than the last scheduled day of instruction. A copy will be provided the employee upon presentation. Employees shall have the right to attach a written response to any evaluation which is placed in the employee's official personnel file (Exhibit B)

Article V Seniority, Probation and Reduction in Force (RIF) Procedures

Section 1 Seniority

The seniority of an employee within a job classification shall be established as of the date on which the employee began continuous daily employment (hereinafter "hire date" unless such seniority shall be lost as hereinafter provided. Seniority rights shall be effective within the general job classification. As used in this agreement, general job classifications are those set forth on the wage rate schedule.

The seniority rights of an employee shall be lost for the following reasons:

- Resignation

- Discharge for justifiable cause;
- Retirement; or Change in job classification within the bargaining unit, as hereinafter provided.

Seniority rights shall not be lost for the following reasons without limitation:

- Time lost by reason of industrial accident, industrial illness or judicial leave;
- Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States;
- Time spent on other authorized unpaid leaves; or
- Time spent on layoff status as hereinafter provided.

Employees who change job classifications within the bargaining unit shall retain their hire date in the previous classification for a period of five (5) years, notwithstanding that they have acquired a new hire date in a different classification, either hire date shall be lost a stated above in this section and former hire date may not be utilized unless the employee has been subject to a reduction in force in his/her classification.

Section 2 **Probation**

Each new hire shall remain in a probationary status for a period of not more than ninety (90) calendar days following the hire date. During this probationary period the District may discharge such employee at its discretion.

Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this agreement retroactive to the hire date.

Section 3

Reduction in Force (RIF)

In the event the District determines there is cause for a reduction in the employment force of the District, such reductions shall be made in writing on the basis of the following criteria which are listed in order of priority.

1. Needs of the District
2. Seniority
3. Qualifications

Employees whose employment status has been reduced shall be placed in an employment pool for one (1) year and recalled on the basis of the aforementioned criteria. Those employees placed in the employment pool shall receive first priority for the substitution needs of the District and shall be considered along with current employees for any open positions for which they are qualified.

Employees on RIF status shall file their addresses in writing with the District and shall thereafter promptly advise the District in writing of any change of address.

An employee shall forfeit rights to reemployment if they do not notify the District of their correct address or do not respond to the offer of reemployment within fifteen (15) calendar days.

An employee on RIF status who rejects an offer of reemployment forfeits seniority and all other accrued benefits; provided, that such employee is offered a position substantially equal to that held prior to RIF.

Article VI
Vacancies and Increase or Reduction in Hours

Section 1
Vacancies

- A. The District shall publicize within the bargaining unit for five (5) working days the availability of open positions as soon as possible after the District is apprised of the opening. A copy of the job posting shall be forwarded to the president of the Association.
- B. The employee with the earliest hire date shall have preferential rights regarding shift selections and special services (including overtime). The employee with the earliest hire date shall have preferential rights regarding promotions, assignment to new or open jobs or positions, and layoffs when ability and performance are substantially equal with junior employees. If the District determines that seniority rights should not govern because a junior employee possesses ability and performance substantially greater than a senior employee/s, then upon request by the Association, the District shall set forth in writing to the employee/s and the Association president its reasons why the senior employee/s have been bypassed.
- C. When current employees do not possess the necessary qualification/skills the district may post and hire externally.

Section 2
Increase/Reduction in Hours

- A. If the District has additional work of not more than two (2) hours per day, per school year, per employee, the time will be offered to the most senior, qualified employee who is available to perform the work when it does not create an overtime situation or it does not conflict with their current work schedule.
- B. If the District needs to reduce hours of not more than two (2) hours, per day, per school year, per employee, the time will be decreased from the least senior employee in the affected job classification.

Section 3
Substitutes

In the event a substitute is required, consideration will first be granted to current qualified employees by seniority listing selection. Consistency in program implementation will be considered in determining the final substitute.

Article VII
Hours of Work, Expectations and Overtime

Section 1
Workweek

The normal workweek shall consist of not more than five (5) consecutive work days, Monday through Friday, or as defined by the District job position when a position is for less than five (5) consecutive days. Each employee shall be assigned to a definite shift with designated times of beginning and ending. The shift shall not be changed without communication between the employee and supervisor. Said work weeks shall be reflected on a mutually agreed upon monthly time sheet.

Section 2
Required Extra Hours

Staff will leave at 11:30 on the day before Thanksgiving, Winter Holiday, Spring Break, and the last day of school. This allows for some trade time for four after school events for most classified employees, if not previously paid.

Section 3
Duty-Free Time

All employees working more than four (4) consecutive hours shall be granted an uncompensated, duty-free lunch period not to exceed thirty (30) minutes. In the event the district requires an employee to work during a scheduled lunch period, the employee shall be compensated for the extra time worked, or the lunch may be rescheduled. A duty-free rest period fifteen (15) minutes shall be granted and scheduled for each four (4) hours of work during the work day.

Section 4 Overtime

All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1½) times the employee's regular rate of pay.

Section 5 Building Closure

- A. In the event of unusual school closure due to inclement weather, plant in-operation or other emergency, the District agrees to work with the Association regarding the effect on the wages, hours and working conditions of bargaining unit employees.
- B. Lost time due to unexpected school closure must be made up within thirty (30) calendar days of the school closure or request a leave without pay for said time. Exceptions must be documented and approved in writing by the Superintendent.

Section 6 Student Discipline

In the maintenance of a sound learning environment, the District shall expect each employee to maintain acceptable behavior on the part of all students. Employees shall be required to enforce discipline fairly and consistently. Such discipline shall be consistent with applicable federal and state law, District policies, District Handbook, and in the interests of students. The District shall support employees in their efforts to maintain discipline and shall give response to all employee's requests regarding discipline problems. Employees shall have access to all Board policies, laws, and regulations relevant to student discipline.

Section 7 Meetings

Employees will receive their regular hourly rate for required meetings attended beyond regular work hours.

Section 8 Temporary Shift

Employees who are assigned a temporary (less than 10 working days) shift in a position with a higher rate of pay shall be compensated all hours worked at the higher rate of pay at the employee's normal seniority step on the pay scale.

Article VIII Grievance Procedure

- A. Purpose
The purpose of this grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to problems with regard to the expressed terms of this Agreement.

B. Definitions
A grievance is a claim based upon an alleged violation of the collective bargaining agreement and district policy. The claims must, in all cases, be filed within twenty (20) working days in which the employee was affected or had knowledge of the alleged violation.

C. Procedure
Grievances shall be processed as rapidly as possible. The number of days in each step shall be considered as a maximum, and effort shall be made to expedite the process. Time limits under unusual circumstances may be extended with mutual agreement. If at the end of the twenty (20) work days following either the occurrence out of which the agreement arose, or the first date which the grievant should have had knowledge of such occurrence, the grievance shall not have been pursued to have been waived.

1. Step One
An employee with a grievance shall discuss the grievance first with the superintendent. Every effort shall be made to solve the grievance at this level in an informal manner. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor (Exhibits C & D). Within five (5) working days after the written grievance is presented, the superintendent shall render a decision thereon, in writing, to the grievant. (Exhibit G)

2. Step Two
If no settlement is reached at Step Two within the specified or agreed time limits, the grievant may, through the superintendent, request that the grievance be heard before the Board of Directors of the Brinnon School District. In any event, such hearing shall be held within thirty (30) working days from the date on which the superintendent received the request for a hearing before the Board. The Board of Directors shall, within ten (10) working days after the hearing, render a written decision to the grievant.

3. Step Three
If the grievant is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance, only at the option of the Association may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the superintendent written notice of its intention to arbitrate within twenty (20) days of receipt of the written disposition from the Board.

D. Arbitration Costs
Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator, if any, shall be shared equally by the Parties.

E. Jurisdiction of the Arbitrator
The arbitrator shall have no power to alter, add to, or subtract from, the terms of this Agreement. The arbitrator shall confine his inquiry and decision to the specific area of the contract as cited in the grievance form. The arbitrator shall have no power or authority to rule on any of the following:

Any matter involving employee probation procedures, discharge, non-renewal or reduction-in-force.

F. Time Limits
The time limits provided in this Article shall be strictly observed unless extended by written agreement of the Parties. Failure of the grievant to proceed with her/his grievance within the time limits herein provided, shall result in the dismissal of the grievance.

Failure of the board or its representatives to take the required action within the time limits provided herein, shall entitle the grievant to proceed to the next step on the grievance process.

G. Scope of Procedure

Absent mutual agreement of the Parties within ten (10) days on the source of an arbitrator and the rules under which she/he will function, the arbitrator shall be chosen from the Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA) panel.

Article IX Notification of Employment

Section 1 Reasonable Assurance

The District shall give employees a letter of "Reasonable Assurance of Employment" for the following school year no later than the last day of the current school year. Employees not receiving a letter of reasonable assurance have no assurance of continued employment with the District and will receive written notification.

Section 2 Resignation

An employee shall give the District at least two (2) weeks written notice of resignation or retirement.

Article X General Provisions

- A. Employees shall be compensated in accordance with the provision of the agreement for all hours worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours worked and rates paid with each paycheck.
 - i. For extra pay an average of an employee's regular pay rates shall be paid to said employee when no specific job duty is defined.
 - ii. If an employee's extra pay is generated by a specific job duty, then that defines their rate of pay.
 - iii. Disputes shall be resolved by mutual agreement between the Association and the District.
- B. Wages for employees subject to this agreement, during the term of this agreement, are contained in Exhibit F.
- C. Internally filled substitutes will be paid at their highest earned wage rate or the established substitute rate of pay, whichever is higher.
- D. Externally filled substitutes will be paid at step 1, on Exhibit F.
- E. A temporary substitute with exceptional qualifications may be paid at a higher rate on the pay scale at the discretion of the superintendent.
- F. Long-term substitute rate of pay will be mutually agreed upon by the District and the Association. Long-term shall be defined 30 or more working days.
- G. All new employees must work for at least ninety (90) calendar days excluding winter break in a school year to be considered having completed a full year for wage step movement.
- H. Bus drivers will be paid their regular rate of pay during field trip and other off-campus driving assignments. Drivers will be expected to perform other duties as directed by the District during non-driving times.
- I. Medical physicals that are currently required by the Washington State law for bus drivers shall be paid/reimbursed for said employees not covered by the employee's medical program, up to three hundred dollars (\$300) per employee. Sub drivers may apply to the superintendent for reimbursement for said physicals.
- J. When a payroll contract is in place, one-twelfth (1/12) of the employee's annual salary shall be paid on or before the last weekday of each month or prorated from the date of hire.
- K. Should an employee contract be terminated by mutual consent during the school year, the employee will receive a full wage which bears the same ratio to the whole wage, provided the number of days of service performed by the employee bears to the total number of contractual days in the employee's work year as established by the Board of Directors.

- L. Employees utilizing their private automobile to travel on authorized preapproved school business shall be compensated at the Washington State rate.
- M. State, OSPI, or Professional Educator Standards Board training requirements must be complete by new and existing employees before the start of the school year and/ or employment.
- N. Classified staff members shall not be asked to supervise more than 25 students TK-grade 4 at recess at one time.

Article XI Wages and Insurance

- A. The wages, insurance and any other benefits in this Agreement are entered into, subject to the limitations and funding of Washington State law and the Appropriations Act in effect when the wages, insurance and other benefits are payable.
- B. The superintendent shall have the flexibility and authority to assign wages for summer hires commensurate with work history or skill level.

- C. It is the intent of the Employer and the Association to comply with the limitations imposed by Washington State law and the Appropriations act in effect when the wage is payable. No provisions of this Agreement shall be interpreted or applied so as to place the employer out of compliance with the wage limitations imposed by state law or to cause a wage increase to be paid in excess of the increase funded by the state.

- D. In the event a state agency determines that the District is out of compliance with state law or the State Appropriations Act in effect when the wage is payable, or if the District makes payments there under in excess of the wage increase funded by the state, then the District may reduce the increase on the base wage to bring the district in compliance.

- E. IPD percentage determined by the state of Washington and funded by OSPI will automatically be applied to the salary schedule each year.

- F. For the 2023-24 school year, the wage rates on the Brinnon Classified salary schedule have been increased by 10%, and will not be further impacted by the percentage of the state's inflationary adjustment index included in the state budget (currently the implicit price deflator). For the 2024-25 school year, the wage rates on the Brinnon Classified salary schedule shall be increased by 6%, and will not be further impacted by the percentage of the state's inflationary adjustment index included in the state budget (currently the implicit price deflator).

Article XII Benefits

Benefits will be provided to employees through the school employees' benefits board program (SEBB). SEBB rules and regulations will be used in administering staff benefits.

Article XIII Reimbursement for Approved Professional Development

The District hereby establishes a program of reimbursement for approved professional development in accordance with the following criteria:

1. Funds not already prepaid by the District may be reimbursed to an employee during any contract year for the cost of preapproved registration/tuition for professional conferences, workshops, in-services or college courses.
2. All requests for reimbursement must be approved prior to enrollment in the development activity. In determining whether or not to approve a request for reimbursement, the administration shall consider whether the request being made would help the applicant better meet District goals and/or be directly related to the courses being taught by the applicant, and/or would help the applicant to better achieve goals established in the applicant's professional growth plan.
3. Verification of attendance and successful completion of the development activity and receipts of payment must be presented to the District before the end of the contract year in which reimbursement was requested.

Article XIV

Finality of Agreement

- A. It is agreed between the Parties that this Agreement constitutes the entire Agreement between the Parties hereto and no settlement, promise, past practices, or inducement which are not contained herein shall be binding or acknowledged. Provided, further, that this Agreement may not be enlarged, modified or altered except with written consent of all Parties. Further, this Agreement may be reopened only at the mutual approval of the Parties and after written notice has been received.

ARTICLE XV DURATION

- B. This Agreement will become effective upon ratification by the Association and followed by the Board of Directors. The Agreement shall remain in effect from September 1, 2021 through August 31, 2023. Negotiation for a successor Agreement shall commence in 2023, ninety (90) calendar days prior to the termination of this Agreement.

Article XVI Exhibits

Exhibit A – Policy 3240 & 3241

Exhibit B – Evaluation Form

Exhibit C – Grievance Complaint

Exhibit D – Grievance Decision of Superintendent

Exhibit E – Wage Rate Scale

Exhibit F – Administrative Flow Chart

Exhibit G – School Calendar

Article XVII
Ratification of the Agreement
Approved and ratified by the Board of Directors, Brinnon School District, as recorded in the minutes of the Board's meeting on 8/23/23
and by the Brinnon School Employees - Classified as agreed to by the associations representatives on 8/23/23

Policy: 3240

Section: 3000 - Students

polices subject to updates

Student Conduct Expectations and Reasonable Sanctions

The board acknowledges that conduct and behavior is closely associated with learning. An effective instructional program requires a wholesome and orderly school environment. The board requires that each student adhere to the rules of conduct and submit to corrective action taken as a result of conduct violations. The rules of conduct are applicable during the school day as well as during any school activity conducted on or off campus. Special rules are also applicable while riding on a school bus.

Students are expected to:

- A. Respect the rights, person and property of others;
- B. Pursue the required course of study;
- C. Preserve the degree of order necessary for a positive climate for learning; and
- D. Comply with district rules and regulations;
- E. Submit to the authority of staff and reasonable discipline imposed by school employees and respond accordingly and respond accordingly.

The superintendent will develop written rules of conduct which will carry out the intent of the board and establish procedures necessary to implement this policy.

Cross References:

3241 - Classroom Management, Discipline and Corrective Action
6605 - Student Safety Walking, Biking and Riding Buses

Legal References:

RCW 28A.210.310 Prohibition on use of tobacco products on school property
RCW 28A.320.128 Notice and disclosure policies - Threats of violence—Student conduct - Immunity for good faith notice -- Penalty
RCW 28A.400.110 Principal to assure appropriate student discipline - Building discipline standards - Classes to improve classroom management skills
RCW 28A.600.040 Pupils to comply with rules and regulations
RCW 28A.635.060 Defacing or injuring school property - Liability of pupil, parent, or guardian - Withholding grades, diploma, or transcripts - Suspension and restitution - Voluntary work program as alternative - Rights protected
RCW 28A.635.090 Interference by force or violence -- Penalty
RCW 28A.635.100 Intimidating any administrator, teacher, classified employee, or student by threat of force or violence unlawful—Penalty
RCW 4.24.190 Action against parent for willful injury to

property by minor — Monetary limitation — Common law
liability preserved

RCW 9.41 Firearms and dangerous weapons

RCW 9.91.160 Personal protection spray devices

RCW 9A.16.020 Use of force — When lawful

20 U.S.C. 7101 et seq. Safe and Drug-Free Schools and
Committees Act

WAC 392-400-205 Definitions

WAC 392-400-210 Student responsibilities and duties

WAC 392-400-215 Student rights

WAC 392-400-225 School district rules defining misconduct —
Distribution of rules

WAC 392-400-226 School district rules defining harassment,
intimidation and bullying prevention policies and procedures —

Distribution of rules

WAC 392-400-227 School district rules defining students'
religious rights

WAC 392-400-233 Unexcused absences and tardiness

Management Resources:

2014 - August Issue

2013 - September Issue

Adoption Date: **08.00**

Re Adoption Date: **02.15**

Brinnon School District

Classification: **Priority**

Revised Dates: **12.06; 12.11; 09.13; 08.14**

Student Conduct Expectations and Reasonable Sanctions

Student Conduct Expectations

As authorized by chapter 28A.600 RCW, the following procedure sets forth rights and conduct expectations for students, along with the sanctions that may be imposed for violations of such expectations. At all times, this procedure will be read consistent with federal statutes and regulations, state statutes, common law, and rules promulgated by the Washington Office of the Superintendent of Public Instruction.

Respect for the Law and the Rights of Others

The student is responsible as a citizen to observe the laws of the United States, the state of Washington, and local ordinances and laws. The student will respect the rights of others while in school, on school property, at all school activities, on district provided transportation or otherwise under school authority.

Compliance with Rules

All Students will obey the written rules and regulations established for the orderly operations of the district and the reasonable requests, instructions, and directives of district personnel. For purposes of Policy 3240 and this procedure, the term "district personnel" includes all adults, including contractors and volunteers, authorized to supervise student activities. Failure to do so will be cause for disciplinary action. All students will submit to reasonable discipline by the school district and its representatives for violations of policies, regulations and rules.

Student Rights

In addition to individual rights established by law and district policies, students served by or on behalf of the district will have the right to:

- High educational standards in a safe and sanitary building;
- Education consistent with stated district goals;
- Equal educational opportunity and in all aspects of the educational process freedom from discrimination based on economic status, pregnancy, marital status, sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental or physical disability, or the use of trained dog guide or service animal by a person with a disability;
- Access to their own education records at reasonable school times upon request;
- Fair and just treatment from school authorities and freedom from mistreatment and physical abuse;
- Freedom from unlawful interference in their pursuit of an education while in the custody of the district;
- Security against unreasonable searches and seizures;
- The substantive constitutional rights listed in WAC 392-400-215, subject to reasonable limitations upon the time, place, and manner of exercising such rights consistent with the maintenance of an orderly and efficient educational process within limitations set by law, including the right to:

- Freedom of speech and press,
 - Peaceably assemble
 - Petition the government and its representatives for a redress of grievances,
 - The free exercise of religion and to have their schools free from sectarian control or influence, and
 - Participate in the development of rules and regulations to which they are subject and to be instructed on rules and regulations that affect them;
 - Establish appropriate channels to voice their opinions in the development of curriculum;
 - Representation on advisory committees affecting students and student rights;
 - Present petitions, complaints, or grievances to school authorities and the right to prompt replies;
 - Consult with teachers, counselors, administrators and other school personnel at reasonable times;
 - Be involved in school activities, provided they meet the reasonable qualifications of the sponsoring organization;
 - Free election of their peers in student government and the right to hold office;
 - Know the requirements of the course of study, be informed about and know upon what basis grades will be determined;
 - Citizenship privileges as determined by the United States and Washington State Constitution and its amendments; and
 - Annual information pertaining to the district's rules and regulations regarding students, discipline and rights.
- Scope of District Authority**
- Students who involve themselves in acts that have a detrimental effect on the maintenance and operation of the school or the school district; criminal acts; and/or violations of school rules and regulations, may be subject to disciplinary action by the school and prosecution under the law. The rules will be enforced by school officials:
- On school grounds during and immediately before or immediately after school hours;
 - On school grounds at any other time when school is being used by a school group(s) or for a school activity;
 - Off school grounds at a school activity, function, or event;
 - Off the school grounds if the actions of the student materially or substantially affects or interferes with the educational process; or
 - In school-provided transportation, or any other place while under the authority of school personnel.
- Disruptive Conduct**
- A student will not intentionally cause substantial and/or material disruption of any school operations. The following illustrate the kinds of offenses that are prohibited:
- Intentionally obstructing normal pedestrian or vehicular traffic on a school campus;
 - Intentionally obstructing the entrance or exit of any school building or room in order to deprive others of passing through;
 - Causing a disturbance or disruption on school grounds, at school activities, or on district-provided transportation, including substantially interfering with any class or activity;
 - Cheating or disclosure of exams;
 - Defiance of school personnel by;
 - Disobedience of reasonable requests, instruction, and directives of school personnel;
 - Refusal to leave an area when instructed to do so by school personnel;

- Refusing a reasonable request to identify oneself to district personnel (including law enforcement officers) while under the supervision of the school; and
- Refusal to cease prohibited behavior;
- Disruptive and/or dangerous use of motor vehicles or conduct on a school bus that endangers students;
- Extortion, theft, forgery;
- Fighting: Fighting and instigating, promoting, or escalating a fight, as well as failure to disperse. Engaging in any form of fighting where blows are exchanged is prohibited, regardless of who initiated the fight. This prohibition includes hitting, slapping, pulling hair, biting, kicking, and scratching or any other acts in which a student intentionally inflicts or attempts to inflict injury on another;
- Gambling or encouraging other students to gamble;
- Gang-related behavior, and/or affiliation see Policy 3240;
- Harassment of others;
- Inappropriate dress or appearance Policy 3224;
- Trespassing on school property or school transportation at a time or place the student's presence is not permitted;
- Occupying a school building or school grounds in order to deprive others of its use;
- Preventing students from attending class or school activities;
- Use or possession of tobacco;
- Using any object in a dangerous manner;
- Intentionally defacing or destroying the property of another.

Exceptional Misconduct

Exceptional misconduct is a violation of rules so serious in nature and/or so disruptive as to warrant an immediate short-term or long-term suspension. Exceptional misconduct includes the following:

- Arson;
- Assault, if the assault involves
- Injury to another;
- Bodily fluids; or
- A weapon;
- Commission of any crime on school grounds, or the commission of a crime or other dangerous conduct anywhere that indicates the student's presence on school grounds poses a danger to other students or staff;
- Cumulative violations;
- Causing intentional, substantial damage or destruction to school property or the property of another on school grounds or at school activities;
- Dangerous use of motor vehicles on school grounds or at school activities, or endangering students on a school bus;
- Disruption of the school program by bomb scares, false fire alarms, firecrackers, etc.;
- Extortion;
- Fighting: Fighting and instigating, promoting, or escalating a fight, as well as failure to disperse. Engaging in any form of fighting where physical blows are exchanged is prohibited, regardless of who initiated the fight. This prohibition includes hitting, slapping, pulling hair, biting, kicking, choking, and scratching or any other acts in which a student intentionally inflicts or attempts to inflict injury on another;
- Harassment/intimidation/bullying of others;
- Knowingly possessing stolen property;
- Possession, use, sale, or delivery of illegal or controlled chemical substances, including marijuana or substances containing marijuana and alcoholic beverages, as

- well as possession of items reasonably determined to be drug paraphernalia as used or possessed;
- Presence on school property or at a school activity following the consumption or use elsewhere of an alcoholic beverage or a controlled substance, including marijuana;
- Sexual misconduct on school grounds, at school activities, or on school provided transportation;
- Theft on school grounds, at school activities, on school provided transportation, or of school property at any time;
- Threats of violence to other students or staff;
- Use or possession of dangerous weapons, including firearms, airguns, knives, nunchaku sticks, throwing stars, stun guns, explosives and other weapons prohibited by state law and Policy 4210

Guidelines for Sanctions

Chapter 392-400 WAC contains the following restrictions for suspensions:

- Kindergarten through grade four - No student in grades kindergarten through four shall be subject to short-term suspensions for more than a total of ten school days during any single semester or trimester as the case may be, and no loss of academic grades or credit shall be imposed by reason of the suspension of such a student.
- Grades five and above program - No student in grade five and above program shall be subjected to short-term suspension for more than a total of fifteen school days during any single semester or ten school days during any single trimester, as the case may be.

In all cases where sanctions are imposed, a reasonable effort to contact parents or guardians will occur prior to, or contemporaneous with, the imposition of the sanction, in addition to any written notice required by law. When a school administrator has good and sufficient reason to believe that a student's presence poses an immediate and continuing danger to the student, other students or school staff, or an immediate and continuing threat of substantial disruption of the educational process, immediate emergency removal or emergency expulsion may be appropriate. (See Policy 3241, Classroom Management, Discipline and Corrective Action)

In conjunction with the following sanction guidelines, administrators may also consider any alternative form of corrective action—including programs intended to lessen the time of exclusion from class attendance—which has been approved by the Board of Directors and/or Superintendent. The district encourages the use of alternative forms of correction action when possible and practicable in light of the duty to maintain safe and orderly school environments conducive to student learning.

In addition to school sanctions, administrators should determine whether restitution for damage or injury should be considered.

Implementing the Guidelines for Sanctions

It is presumed that school administrators will sanction a student for the following offenses within each listed standard range, beginning at the presumptive sanction and determining whether mitigating or aggravating factors warrant a sanction higher or lower within the standard range. School administrators are expected to use their professional judgment and experience when assigning students sanctions and will, to the best of their abilities, attempt to apply these sanctions to all similarly-situated students in a fair and equitable manner. The administrator's judgment and discretion will carefully balance the duty to maintain order and discipline in a safe school environment, the appropriate corrective action

needed to address the student's misconduct, and the student's long-term educational success.

The sanctions below do not prohibit administrators from considering approved alternatives to out-of-school suspension or expulsion, including in-school suspension.

The standard range for each offense does not prohibit a school administrator from exceeding the range, up to and including expulsion, if sufficient aggravating factors warrant such corrective action or if the threat of danger or substantial disruption supports an emergency expulsion under WAC 392-400-295.

ARSON:

For purposes of school discipline, "arson" means any intentional or reckless setting of a fire or other burning of personal or public property. "Reckless" means that the student understood, but acted with disregard for, the consequences of his or her conduct.

STANDARD RANGE: 0-20 Day Suspension

PRESUMPTIVE STANDARD SANCTION:

Elementary: Short-Term Suspension of 1 Day

Secondary: Short-Term Suspension of 5 Days

MITIGATING FACTORS:

- No prior documented misconduct
- Minimal damage
- Little potential of harm
- Student's intent or purpose
- Student's age and/or inability to understand potential consequences of the conduct
- Admitted or self-reported conduct
- Student attempted, but failed to or was prevented from, carrying out the conduct

AGGRAVATING FACTORS:

- Significant damage
- Potential of serious harm
- Intent or purpose in setting fire
- Previous discipline record of student warranting progressive sanctions
- The student's presence on campus is determined to be a threat to the safety of others.

ASSAULT:

For purposes of school discipline, "assault" means actual or attempted hitting or other wrongful physical contact inflicted on another either directly or indirectly through an object. For verbal threats, see Harassment, Intimidation, and Bullying.

STANDARD RANGE: 0-10 Day Suspension

PRESUMPTIVE STANDARD SANCTION:

Elementary: 0 Days

Secondary: Short-Term Suspension of 5 Days

MITIGATING FACTORS:

- No prior documented misconduct

- Minimal injury or damage
- Student was primarily acting defensively, but facts do not support a conclusion that the student's conduct was clearly reasonable self-defense as set forth below
- Student's age and/or inability to understand potential consequences of the conduct
- Admitted or self-reported conduct

AGGRAVATING FACTORS:

- Serious actual or potential injury
- Use of an object or weapon
- Premeditated conduct
- Multiple students assaulting a single student
- Prior assault(s), threat(s), harassment, or bullying by the student against the same victim
- Exceptional severity or cruelty
- Conduct is motivated by perceived race, color, national origin, gender, sexual orientation, gender expression, disability, or any similar actual or perceived characteristic of the victim
- Conduct is motivated by actual or perceived gang rivalry or affiliation
- Previous discipline record or student warranting progressive sanctions

REASONABLE SELF-DEFENSE:

It is expected that a student must always first retreat from any threat of harm and/or contact an adult staff member for assistance before engaging in any type of physical response to an assault. However, an administrator may decide not to subject a student to discipline if, following a reasonable investigation, the administrator determines that all of the following are true:

- A student who is being assaulted or witnesses another student being assaulted acts only in a manner that is defensive and protective of himself/herself or others;
- The student is acting in a manner that a building administrator determines is reasonable and necessary in light of the circumstances; and
- The student did not instigate, provoke, or promote the violence by his or her words or conduct immediately prior to the assault.

A reasonable physical response to an assault may include holding the assailant's hands or arms to prevent the assault, or pulling two fighting students apart and holding them until adult staff can arrive and intervene.

DEFACING OR DESTRUCTION OF PROPERTY:

For school discipline purposes, means the unauthorized, intentional damage to district property or the property of others (other than arson, above).

STANDARD RANGE: 0-10 Day Suspension

PRESUMPTIVE STANDARD SANCTION:

Elementary: Discipline other than Suspension

Secondary: Short-Term Suspension of 3 Days

Restitution will usually be required.

MITIGATING FACTORS:

- No prior documented misconduct

- Minimal damage
- Student's age and/or inability to understand potential consequences of the conduct
- Admitted or self-reported conduct
- Subsequent remedial steps, including restitution to district or victim of misconduct

AGGRAVATING FACTORS:

- Significant damage in extent or cost
- Similar previous conduct
- Previous discipline record of student warranting progressive sanctions
- Property defaced with:

- Lewd or obscene words or imagery
- Words or imagery containing slurs or negative reference to the race, color, national origin, gender, sexual orientation, gender expression, or disability of others
- Gang words or imagery

Note: Under RCW 28A.635.060 (1), the school district may withhold the grades, diploma, and transcripts of a pupil responsible for intentional damage or loss to the property of the district, a contractor of the district, an employee, or another student until the pupil or the pupil's parent or guardian has paid for the damages. If a student has been suspended or expelled, the student may not be readmitted until the student or parents or legal guardian has made payment in full, or until the superintendent directs otherwise. If the property damaged is a school bus owned and operated by the district, a student suspended for the damage may not be permitted to enter or ride any school bus until the student or parent or legal guardian has made payment in full or until directed otherwise by the superintendent.

When the pupil and parent or guardian are unable to pay for the damages, the school district will provide a program of voluntary work for the pupil in lieu of the payment of monetary damages. Upon completion of the voluntary work the grades, diploma, and transcripts of the pupil shall be released. The parent or guardian of the pupil is liable for damages as otherwise provided by Washington state law.

DEFIANCE OF SCHOOL AUTHORITY:

Refusal to obey reasonable requests, instructions, and directives of any school personnel, including volunteers or contractors working for the school. Defiance includes dress or appearance in violation of Policy 3224 that the student either refuses to correct at the directive of a school administrator, or that is a persistent and repeated violation of Policy 3224. Defiance of school authority can also include intentional disruptive behavior.

STANDARD RANGE: 0-10 Day Suspension

PRESUMPTIVE STANDARD SANCTION:

Elementary: Discipline other than Suspension
Secondary: Discipline other than Suspension

MITIGATING FACTORS:

- No prior documented misconduct
- Student's age and/or inability to understand potential consequences of the conduct
- Subsequent action taken by student to make amends for misconduct with school personnel

AGGRAVATING FACTORS:

- Part of a pattern of similar misconduct
- Previous discipline record of student warranting progressive sanctions
- Substantial disruption to learning of others caused by student's defiance
- Student attempts to solicit or incite others to engage in defiant behavior
- Use of lewd, obscene, or profane language directed towards supervising school personnel
- Conduct is motivated by perceived race, color, national origin, gender, sexual orientation, gender expression, disability, or any similar actual or perceived characteristic of school personnel

DRUGS/ALCOHOL AND OTHER PROHIBITED CHEMICAL SUBSTANCES:

- The possession, consumption, use, storage, or distribution of drugs (including marijuana/cannabis), alcohol, and other similar chemical substances on school grounds, at school activities, or on district-provided transportation is prohibited. For purposes of student conduct expectations:
- This section applies to any controlled substance, medication, stimulant, depressant, or mood altering compound, including simulated compounds intended to produce intoxication or euphoria, whether or not such compounds have been designated a controlled substance by state or federal law;
 - This section applies to marijuana or substances containing marijuana;
 - This section applies to legally-prescribed drugs which a student is nevertheless not lawfully authorized to possess on school grounds, at school activities, or on district-provided transportation;
 - This section applies to students who enter school grounds, school activities, or district-provided transportation following the unlawful use or consumption of drugs, alcohol, and other similar chemical substances, including students who appear to be under the influence of such substances; and
 - This section applies equally to the possession or use of paraphernalia or other items used to possess, consume, store, or distribute drugs, alcohol, and/or other illegal chemical substances, including marijuana or substances containing marijuana.

STANDARD RANGE Elementary: 0-10 Day Suspension
STANDARD RANGE Secondary: 3-20 Day Suspension

PRESUMPTIVE STANDARD SANCTION FOR POSSESSION OR USE:

Elementary: Short-Term Suspension of 1 Day
Secondary: Short-Term Suspension of 10 Days

PRESUMPTIVE STANDARD SANCTION FOR DISTRIBUTION:

Elementary: Short-Term Suspension of 5 Days
Secondary: Long-Term Suspension of 20 Days

MITIGATING FACTORS:

- Little or no prior documented misconduct
- A significantly small amount of substance
- Student's age and/or inability to understand potential consequences of the conduct
- Momentary or transient handling of the item
- Admitted or self-reported conduct

- Student believed that he or she was authorized to possess a lawfully-prescribed drug on campus
- Evidence that there was no intent to use, consume, or distribute the substance on school grounds, district-provided transportation, or at school activities.

AGGRAVATING FACTORS:

- Previous discipline record of student warranting progressive sanctions
- A relatively large amount of substance that would reasonably exceed anticipated single use
- Evidence of sophistication or pre-planning
- Evidence of distribution or intent to distribute prohibited substances
- The substance is heroin or another similar opiate (including methadone, oxycodone, etc.), cocaine, methamphetamine, or a similar substance designated as a level one or level two controlled substance with the potential for significant harm and addiction
- Distribution has been to multiple students
- Conduct is related to gang affiliation

Generally, a suspension for possession, use, or consumption should not exceed ten (10) days, and a suspension for distribution should not exceed twenty (20) days. A suspension for secondary students in either case should not fall below three (3) days.

An expulsion may be imposed for such conduct when sufficient aggravating circumstances are present and in consultation with the superintendent or the superintendent's designee. Emergency expulsion may be imposed when the student's conduct meets the requirements of WAC 392-400-295.

An administrator may draw up a contract with a student serving a suspension, and a maximum of fifty percent (50%) of the suspension may be held in abeyance when the student successfully complies with the terms and conditions of the contract.

In all cases in which a student possesses or is distributing on school grounds, at school activities, or on district-provided transportation a substance prohibited under this section that is also a violation of the law, a report will be made by school officials to law enforcement.

FIGHTING OR FIGHTING INVOLVEMENT:

Includes instigating, promoting (including promotion by presence as a spectator), and escalating a fight, as well as the failure to disperse at the scene of a fight.

SANCTIONS: See Assault

GANG CONDUCT:

For school discipline purposes includes:

- The creation, display, or communication of gestures, language, imagery, or symbols as defined below commonly associated with gang culture
- The promotion of gang culture and/or gang violence, and/or
- The solicitation or recruitment of gang members.

Gang imagery and symbols include, but are not limited to:

- Apparel (including shoelaces, bandanas, belts, or hats) which by virtue of color, arrangement, trademark, symbol, or any other attributes indicate or imply gang membership or affiliation
- Displays of gang affiliation on personal belongings including clothing, school assignments, notebooks, body, etc.

STANDARD RANGE: 0-10 Day Suspension
PRESUMPTIVE STANDARD SANCTION:

Elementary: Discipline other than Suspension
 Secondary: Discipline other than Suspension

MITIGATING FACTORS:

- No prior documented misconduct
- Student's age and/or inability to understand potential consequences of the conduct
- Admitted or self-reported conduct
- Subsequent remedial steps, including restitution for property damaged or defaced with gang imagery, symbols, or language

AGGRAVATING FACTORS:

- Similar previous conduct
- Concerted action with other students or non-students
- Gang conduct in connection with other misconduct prohibited elsewhere by this procedure, including but not limited to assault, harassment, intimidation, bullying, theft, and the possession of weapons
- Previous discipline record of student warranting progressive sanctions

Expulsion or Long-term suspension for gang conduct alone, absent any other misconduct, may only occur under extraordinary circumstances following consultation with the Superintendent or Superintendent's designee.

HARASSMENT, INTIMIDATION OR BULLYING:

For school discipline purposes, "harassment, intimidation and bullying" includes:

- Intentional hurtful, threatening, or intimidating verbal and/or physical conduct in violation of district policy 3207 and procedure 3207P;
- Unsolicited or unwelcome verbal or physical conduct that is harassing or intimidating that can be of a sexual, religious, racial or ethnic nature, or based on disability;
- A threat to cause bodily injury, property damage, or to cause the physical confinement or restraint of the person threatened, or any other act causing substantial harm to the physical or mental health of the person threatened.

STANDARD RANGE Elementary: 0-10 Day Suspension
STANDARD RANGE: Secondary: 3-20 Day Suspension
PRESUMPTIVE STANDARD SANCTION:

Elementary: Discipline other than Suspension
 Secondary: 3 Day Suspension

MITIGATING FACTORS:

- No prior documented misconduct
- Student's age and/or inability to understand potential consequences of the conduct
- Admitted or self-reported conduct

- Subsequent action taken by student to make amends for misconduct with the victim

AGGRAVATING FACTORS:

- Threat of serious injury
- Use of an object or weapon
- Premeditated conduct
- Part of a pattern of similar misconduct against the same victim
- Prior assault(s) threat(s), harassment, or bullying by the student against the same victim
- Exceptional severity or cruelty
- Conduct is motivated by perceived race, color, national origin, gender, sexual orientation, gender expression, disability, or any similar actual or perceived characteristic of the victim
- Conduct is motivated by actual or perceived gang rivalry or affiliation
- Previous discipline record of student warranting progressive sanctions

LEWD, OBSCENE, OR PROFANE LANGUAGE, GESTURES OR MATERIALS:

For purposes of school discipline, this includes, but is not limited to, lewd, obscene or profane language, gestures or materials that are unrelated to authorized school curriculum. Prohibited "materials" includes digital or electronic text, images, or sounds that are possessed, displayed, or transmitted while under the supervision of school authorities.

STANDARD RANGE: 0-10 Day Suspension

PRESUMPTIVE STANDARD SANCTION:

Elementary: Discipline other than Suspension
Secondary: Discipline other than Suspension

MITIGATING FACTORS:

- No prior documented misconduct
- Student's age and/or inability to understand potential consequences of the conduct
- Subsequent action taken by student to make amends for misconduct

AGGRAVATING FACTORS:

- Part of a pattern of similar misconduct
- Previous discipline record of student warranting progressive sanctions
- Substantial disruption to learning of others caused by student's defiance
- Student attempts to solicit or incite others to engage in behavior
- Conduct is motivated by perceived race, color, national origin, gender, sexual orientation, gender expression, disability, or any similar actual or perceived characteristic of school personnel

Any conduct under this section that could constitute a criminal act will be reported to law enforcement. Any conduct under this section that involves the use of district resources or equipment may result in the loss or restriction of a student's use of district systems, resources, or equipment.

TARDINESS:

Schedule a conference or conferences with the custodial parent or guardian and student, at a time reasonably convenient for all, for the purpose of analyzing the causes of the

student's tardiness. Take steps to eliminate the tardies, including adjusting the student's school program, or school/course assignment.

THEFT/STEALING:

Possession of another person's or district property, regardless of value, without the person's permission with the intent to deprive the owner of such property. As part of the sanction, restitution will usually be required.

STANDARD RANGE: 0-10 Day Suspension

PRESUMPTIVE STANDARD SANCTION:

Elementary: Discipline other than Suspension

Secondary: Short-Term Suspension of 2 Days

Restitution will usually be required if property is not recovered and returned.

MITIGATING FACTORS:

- No prior documented misconduct
- Property returned to victim
- Student's age and/or inability to understand potential consequences of the conduct
- Admitted or self-reported conduct
- Subsequent remedial steps, including restitution to district or victim of misconduct

AGGRAVATING FACTORS:

- Significant damage in extent or cost
- Similar previous conduct
- Previous discipline record of student warranting progressive sanctions
- Conduct is motivated by perceived race, color, national origin, gender, sexual orientation, gender expression, disability, or any similar actual or perceived characteristic of the victim
- Conduct is motivated by gang affiliation

Note: Under RCW 28A.635.060 (1), the school district may withhold the grades, diploma, and transcripts of a pupil responsible for intentional damage or loss to the property of the district, a contractor of the district, an employee, or another student until the pupil or the pupil's parent or guardian has paid for the damages. If a student has been suspended or expelled, the student may not be readmitted until the student or parents or legal guardian has made payment in full, or until the superintendent directs otherwise. If the property damaged is a school bus owned and operated by the district, a student suspended for the damage may not be permitted to enter or ride any school bus until the student or parent or legal guardian has made payment in full or until directed otherwise by the superintendent. When the pupil and parent or guardian are unable to pay for the damages, the school district will provide a program of voluntary work for the pupil in lieu of the payment of monetary damages. Upon completion of the voluntary work the grades, diploma, and transcripts of the pupil shall be released. The parent or guardian of the pupil is liable for damages as otherwise provided by Washington state law.

TOBACCO/NICOTINE PRODUCTS - USE OR POSSESSION:

Students may not participate in smoking, use of tobacco products or products containing nicotine, or possess tobacco products on the school premises or at school-sponsored functions.

Elementary Students
See sanctions for Defiance of School Authorities

Secondary Students
First Offense: Complete Tobacco Intervention Packet. [Refusal or failure to complete Tobacco Intervention Packet shall be considered to be a tobacco related offense for which students may receive school discipline sanctions as set forth in Defiance of School Authorities]

Second Offense: Complete Tobacco Intervention Packet and attend extended after school detention. [Refusal to complete Tobacco intervention Packet shall be considered to be a tobacco related offense for which students may receive school discipline that includes short-term suspension with days that may be held in held in abeyance for community service].

Third Offense: Complete Tobacco Intervention Packet and attend extended after school detention. [Refusal to complete Tobacco Intervention Packet shall be considered to be a tobacco related offense for which students may receive school discipline that includes short-term suspension with days that may be held in held in abeyance for community service].

TRUANCY:
See Policy and Procedure 3122.

WEAPONS:
This section addresses the possession or use of actual weapons in violation of district policy 4210 including firearms, dangerous weapons, and other items listed within that policy. This includes when a student acts with malice as defined under RCW 9A.04.110 and displays a device that appears to be a firearm. Objects and conduct that fall outside of Policy 4210 should be addressed under other sections, as appropriate.

STANDARD RANGE: 0-20 Day Suspension
PRESUMPTIVE STANDARD SANCTION:

Elementary: Short-Term Suspension of 3 Days
Secondary: Long-Term Suspension of 11 Days
SANCTION FOR FIREARM AT SCHOOL: Emergency Expulsion (see below)

MITIGATING FACTORS:

- No prior documented misconduct
- No injury or damage caused
- No evidence that student intended to display or use the weapon
- The weapon is a small pocketknife with a blade 3 inches or less
- Student's age and/or inability to understand potential consequences of the conduct
- Admitted or self-reported conduct
- Student offers credible evidence that he or she had the weapon for legitimate purposes away from school and unintentionally brought the object to school

AGGRAVATING FACTORS:

- Previous discipline record of student warranting progressive sanctions
- Student used the weapon in furtherance of an assault, to intimidate another, cause injury, and/or to cause physical damage to property
- Student displayed, activated or discharged the weapon in a reckless manner
- Evidence of premeditation
- Display or use of the weapon was motivated by perceived race, color, national origin, gender, sexual orientation, gender expression, disability, or any similar actual or perceived characteristic of a person intimidated or assaulted
- Conduct is motivated by actual or perceived gang rivalry or affiliation
- The weapon is an airgun or firearm.
- The object appears to be a firearm and the student displaying or using the object does so with malice

Any student who is determined to have carried a firearm or to have possessed a firearm on school premises, school-provided transportation, or school sponsored activities at any facility shall be expelled from school for not less than one year (12 months) under RCW 28A.600.420, with notification to parents and law enforcement. The district superintendent or the superintendent's designee is authorized to modify the expulsion of a student on a case-by-case basis.

The school district may also suspend or expel a student for up to one year if the student acts with malice as defined under RCW 9A.04.110 and displays a device that appears to be a firearm.

Expulsion may result based upon the administrator's judgment of the seriousness of the act or circumstances surrounding the act, and/or the previous record of the student.

Management Resources: 2014 - August Issue

Adoption Date: **08.00**

Re Adoption Date: **02.15**

Brinnon School District

Classification: **Priority**

Revised Dates: **12.11; 09.13; 12.13; 08.14**

Student Discipline

"Discipline" means any action taken by the school district in response to behavioral violations. Discipline is not necessarily punitive, but can take positive and supportive forms. Data show that a supportive response to behavioral violation is more effective and increases equitable educational opportunities. The purposes of this policy and accompanying procedure include:

- Engaging with families and the community and striving to understand and be responsive to cultural context
- Supporting students in meeting behavioral expectations, including providing for early involvement of parents
- Administering discipline in ways that respond to the needs and strengths of students and keep students in the classroom to the maximum extent possible
- Providing educational services that students need during suspension and expulsion
- Facilitating collaboration between school personnel, students, and parents, and thereby supporting successful reentry into the classroom following a suspension or expulsion
- Ensuring fairness, equity, and due process in the administration of discipline
- Providing every student with the opportunity to achieve personal and academic success
- Providing a safe environment for all students and for district employees

The Superintendent shall establish and make available rules of student conduct, designed to provide students with a safe, healthy, and educationally sound environment. Students are expected to be aware of the district's rules of student conduct, including behavior standards that respect the rights, person, and property of others. Students and staff are expected to work together to develop a positive climate for learning.

Minimizing exclusion, engaging with families, and supporting students

Unless a student's presence poses an immediate and continuing danger to others or an immediate and continuing threat to the educational process, staff members must first attempt one or more forms of other forms of discipline to support students in meeting behavioral expectations before imposing classroom exclusion, short-term suspension, or in-school suspension. Before imposing a long-term suspension or expulsion, the district must first consider other forms of discipline.

These other forms of discipline may involve the use of best practices and strategies included in the state menu for behavior developed under RCW 28A.165.035. The accompanying procedure will identify a list of other forms of discipline for staff use. However, staff members are not restricted to that list and may use any other form of discipline compliant with WAC 392-400-025(9).

School personnel must make every reasonable attempt to involve parents and students to resolve behavioral violations. The district must ensure that associated notices, hearings, conferences, meetings, plans, proceedings, agreements, petitions, and decisions are in a language the student and parents understand; this may require language assistance. Language assistance includes oral and written communication and further includes assistance to understand written communication, even if parents cannot read any language. The district's use of suspension and expulsion will have a real and substantial relationship to the lawful maintenance and operation of the school district, including but not limited to, the preservation of the health and safety of students and employees and the preservation of an educational process that is conducive to learning.

As described in the procedures, the district will offer educational services to students during suspension or expulsion. When the district administers a long-term suspension or expulsion, the district will timely hold a reengagement meeting and collaborate with parents and students to develop a reengagement plan that is tailored to the student's individual circumstances, in order to return the student to school successfully. Additionally, any student who has been suspended or expelled may apply for readmission at any time.

Staff authority

District staff members are responsible for supervising students during the school day, during school activities, whether on or off campus, and on the school bus. Staff members will seek early involvement of parents in efforts to support students in meeting behavioral expectations. The Superintendent will identify other authority to administer discipline, including all exclusionary discipline. The Superintendent has designated disciplinary authority. After attempting at least one other form of discipline, teachers have statutory authority to impose classroom exclusion for behaviors that disrupt the educational process. Because perceptions of subjective behaviors vary and include implicit or unconscious bias, the accompanying procedures will seek to identify the types of behaviors for which the identified district staff may administer discipline.

Ensuring fairness, providing notice, and an opportunity for a hearing

When administering discipline, the district will observe all of the student's constitutional rights. The district will notify parents as soon as reasonably possible about classroom exclusion and before administering any suspension or expulsion. The district will provide opportunities for parent participation during an initial hearing with the student. The district will provide parents with written notice, consistent with WAC 392-400-455, of a suspension or expulsion no later than one school business day following the initial hearing. As stated above, language assistance includes oral and written communication and further includes assistance to understand written communication, even if parents cannot read any language. The district has established procedures for review and appeal of suspensions, expulsions, and emergency expulsions, consistent with WAC 392-400-430 through 392-400-530.

The district has also established procedures to address grievances of parents or students related to other forms of discipline, classroom exclusion, and exclusion from transportation or extra-curricular activity. The grievance procedures include an opportunity for the student to share his or her perspective and explanation regarding the behavioral violation.

Development and review

Accurate and complete reporting of all disciplinary actions, including the behavioral violations that led to them, is essential for effective review of this policy; therefore, the district will ensure such reporting. The district will periodically collect and review data on disciplinary actions taken against students in each school. The data will be disaggregated into subgroups as required by RCW 28A.300.042, including students who qualify for special education or Section 504. The data review will include classroom exclusion, in-school and short-term suspensions, and long-term suspensions and expulsions. The district will invite school personnel, students, parents, families, and the community to participate in the data review. The purpose of the data review is to determine if disproportionality exists; if disproportionality is found the district will take action to ensure that it is not the result of discrimination and may update this policy and procedure to improve fairness and equity regarding discipline.

Distribution of policies and procedures

The school district will make its discipline policies and procedures available to families and the community. The district will annually provide its discipline policies and procedures to all district personnel, students, and parents, which may require language assistance for students and parents with limited-English proficiency under Title VI of the Civil Rights Act of 1964. The school district will ensure district employees and contractors are knowledgeable of the discipline policies and procedures.

Cross References:

- 2121 - Substance Abuse Program
- 2161 - Special Education and Related Services for Eligible Students
- 2162 - Education of Students With Disabilities Under Section 504 of the Rehabilitation Act of 1973
- 3122 - Excused and Unexcused Absences
- 3200 - Rights and Responsibilities
- 3210 - Nondiscrimination
- 3244 - Prohibition of Corporal Punishment
- 3520 - Student Fees, Fines, or Charges

4210 - Regulation of Dangerous Weapons on School Premises
4218 - Language Access Plan

Legal References:

42 U.S.C. 2000d et seq. Civil Rights Act of 1964
34 CFR Part 100.3 Regulations implementing Civil Rights Act of 1964
Chapter 392-400, WAC Pupils
WAC 392-190-048 Access to course offerings - Student discipline
Chapter 28A.600 RCW, Students
RCW 28A.400.110 Principal to assure appropriate student discipline - Building discipline standards - Classes to improve classroom management skills
RCW 28A.400.100 Principals and vice principals - Employment of - Qualifications - Duties
Chapter 28A.320, RCW Provisions applicable to all districts
Chapter 28A.225, RCW Compulsory school attendance and admission
RCW 28A.150.240 Certificated teaching and administrative staff as accountable for classroom teaching - Scope - Responsibilities - Penalty
RCW 9.41.280 Possessing dangerous weapons on school facilities - Penalty - Exceptions
RCW 9A.16.100 Use of force on children - Policy - Actions presumed unreasonable

Management Resources:

2019 - April April Policy Alert
2010 - June Issue
2014 - August Issue
2014 - December Issue
2016 - July Policy Issue
2018 - August 2018 - August Policy Issue

Adoption Date: 10.20
Brinnon School District
Classification: Essential
Revised Dates:04.19

Policy: 3241P
Section: 3000 - Students

Procedure Classroom Management, Discipline and
Corrective Action

A. Exceptional Misconduct

The following guidelines are in effect for students to establish a range of corrective actions which may be imposed as a consequence of exceptional misconduct. An ad hoc committee and/or P.T.A. officers have met to define the areas of misconduct and the range of action to be taken. The appeal process for short and long-term suspensions shall remain in effect for short and long range suspensions imposed as a result of this procedure.

Exceptional Misconduct	Range of Corrective Action	Action That May Be Taken
Possessing and/or using alcohol, illegal chemical substances	Minimum	Short-term suspension, prosecution referral
	Maximum	Expulsion (90 days), prosecution referral
Threatening or verbal abuse, fighting or fighting words	Minimum	Short-term suspension
	Maximum	Long-term suspension (90 days)
Setting fire or damaging school property devices	Minimum	Short-term suspension
	Maximum	Long-term suspension (90 days)
Possessing and/or using weapons or explosive devices	Minimum	Expulsion for one calendar year, notification to law enforcement
	Maximum	Indefinite expulsion, notification to law enforcement
Possessing/Using Tobacco products	Minimum	Short-term suspension
	Maximum	Long-term suspension (90 days)
Disrupting the educational process	Minimum	Short-term suspension
	Maximum	Long-term suspension (90 days)
Refusing to follow reasonable directions of staff	Minimum	Short-term suspension
	Maximum	Long-term suspension (90 days)

B. In-School Suspension

Guidelines for the in-school suspension program are as follows:

1. A student who is afforded the opportunity to be assigned to the in-school suspension program as an option to suspension shall agree to the conditions specified by the school administrator. Unless the student is of majority age, concurrence from the parent or guardian is necessary.

2. The in-school suspension program is designed to encourage learning. Students will be expected to work on their classroom assignments at all times.
3. Any act of inappropriate conduct may result in denial of this alternative to other corrective actions.
4. A student shall remain isolated from other students throughout the school day and will be denied the opportunity of participating in any school activities while in the in-school suspension program.
5. An assignment to the in-school suspension program shall not exceed five days. As such, the appeal process for a short-term suspension shall be in effect.
6. The student shall develop a behavior contract while in the in-school suspension program. The student, his/her parent or guardian and a staff member shall sign the contract which defines the expected future behavior of the student.
7. After a student is placed back into the regular classroom(s), the administrator will monitor the student's progress on a daily basis. The student will be encouraged to maintain a relationship with the administrator as a means of dealing with any problems that arise.
8. Specific rules and building procedures shall be developed by the building administrator.

C. Long-Term Suspension Or Expulsion

- In the event a hearing is requested, the superintendent shall appoint the hearing officer, who may be any certificated staff member who is not involved in the incident giving rise to the hearing. The hearing officer shall:
1. Schedule the hearing for a specified date, time, and place and may postpone the date and time and change the place for good cause or upon the mutual agreement of the parties;
 2. Give written notice of the date, time, and place of the hearing to the administrator, and the parent and student;
 3. Answer any questions that the parent and student or counsel may have about the nature and conduct of the hearing;
 4. Conduct the hearing with full authority to control the conduct of all persons present, subject to the general directions of this procedural code, and to limit questioning that is unproductive or irrelevant. (The hearing officer may not provide testimony.);
 5. Write findings of fact and disposition of the case; and
 6. Transmit the written findings and disposition to the superintendent, the administrator, and the parent and student within 5 school days after the hearing.
- The parent and student may request an open or closed hearing. A closed hearing may be attended only by the hearing officer, administrator, student, parent, and counsel. Witnesses should be present only when they are giving information. At times when the student's psychological or emotional problems are being discussed, he/she may be excluded at the discretion of the hearing officer with the concurrence of the parent and/or counsel. In an open hearing only those persons designated as witnesses shall have the right to speak.

At least 2 days before the hearing the administrator shall make available in his/her office any exhibits, affidavits or the signed statements which are the basis for the alleged misconduct and the penalty suggested by the administrator. These may be examined and copied by the parent and student or counsel. If the administrator later receives any further information that shall be employed at the hearing, he/she shall notify the parties

involved and make copies available before the hearing. The administrator may request a similar opportunity to review exhibits or statements to be used by the parent and student or counsel.

Upon the request of the hearing officer, the parent and student or counsel, the administrator shall submit to the hearing officer the student's cumulative record folder. If the administrator or the hearing officer deems it necessary, the information contained in such records shall be explained and interpreted to the officer by a person trained in their use and interpretation. When the hearing officer determines that the alleged act of misconduct has been committed, the hearing officer shall reach a disposition of the case. The disposition need not be the action recommended by the administrator but shall not exceed the penalty he/she recommends. The disposition should explain the reason for the particular decision. The decision shall be provided to the parent and student or counsel.

If the student is under an emergency expulsion, the hearing officer shall render his/her decision within 1 school business day of the conclusion of the hearing. When students are charged with violating the same rule and have acted in concert and the facts are essentially the same for all students, a single hearing may be conducted for them if the hearing officer believes that the following conditions exist:

1. A single hearing shall not likely result in confusion, and
2. No student shall have his/her interest substantially prejudiced by a group hearing.

If the hearing officer finds that during the hearing a student's interests shall be substantially prejudiced by the group hearing, he/she may order a separate hearing for that student. The parent and student have the right to petition for an individual hearing.

Adoption Date: **02.15**

Brinnon School District

Classification: **Priority**

Revised: **04.99; 12.06; 12.10 ; 1.15**

BRINNON SCHOOL DISTRICT #46

PERFORMANCE APPRAISAL FOR CLASSIFIED EMPLOYEES

Employee:

Evaluation Date:

Job Classification:

School Year:

This employee is being evaluation on the job currently being performed. Appraisal on each category is made independently of the other categories. Comments are encouraged for most categories; required with a NEEDS IMPROVEMENT or UNSATISFACTORY rating.

1. Relates effectively with students, teachers, parents, staff and supervisor.

() Outstanding () Strong () Satisfactory () Needs Improvement () Unsatisfactory

COMMENTS:

2. Demonstrates skill necessary for the successful fulfillment of the position.

() Outstanding () Strong () Satisfactory () Needs Improvement () Unsatisfactory

COMMENTS:

3. Takes appropriate initiative and follows through on tasks independently.

() Outstanding () Strong () Satisfactory () Needs Improvement () Unsatisfactory

COMMENTS:

4. Is punctual and regular in attendance.

() Outstanding () Strong () Satisfactory () Needs Improvement () Unsatisfactory

COMMENTS:

5. Is accurate and consistent.

() Outstanding () Strong () Satisfactory () Needs Improvement () Unsatisfactory

COMMENTS:

6. Responds appropriately to constructive criticism.

() Outstanding () Strong () Satisfactory () Needs Improvement () Unsatisfactory

COMMENTS:

7. Maintains confidentiality on school issues and personal matters pertaining to individuals (students, staff, volunteers, etc.)

() Outstanding () Strong () Satisfactory () Needs Improvement () Unsatisfactory

COMMENTS:

8. Makes good use of opportunities for personal and job related skill development – both district sponsored and individually initiated.

() Outstanding () Strong () Satisfactory () Needs Improvement () Unsatisfactory

COMMENTS:

9. Makes good use of time – sticks to assigned tasks and job description.

() Outstanding () Strong () Satisfactory () Needs Improvement () Unsatisfactory

COMMENTS:

10. Overall performance.

() Outstanding () Strong () Satisfactory () Needs Improvement () Unsatisfactory

COMMENTS:

This report is based upon my observation and knowledge. It represents my best judgment of this employee's performance.

Signature of Evaluator

Title

Date

I have reviewed this report. My signature does not necessarily indicate my agreement with this evaluation.

Signature of Employee

Date

The employee may submit a written comment to be attached to this evaluation.

Complaint by the Aggrieved

Form distribution:
Immediate Supervisor
Brinnon School Education Association President
Grievant

Complaint by the Aggrieved

Grievant Name: _____
Immediate Supervisor: _____
Subject area or grade: _____
Association representative: _____
Date of formal presentation: _____
Phone: _____
Years in school system: _____

Statement of Grievance

Relief Sought

Signature of Grievant

Form: _____
Form distribution: Brinnon Education Association
Decision by Superintendent
Grievant

Decision of Superintendent

(to be completed by the superintendent within 10 days of receipt of grievance)

Grievant Name: _____

Date of oral presentation: _____

Date of appeal received by superintendent: _____

Date of hearing held by superintendent: _____

Subject area or grade: _____
Years in school system: _____

Association representative: _____

Decision of Superintendent and Reasons

Signature of Superintendent

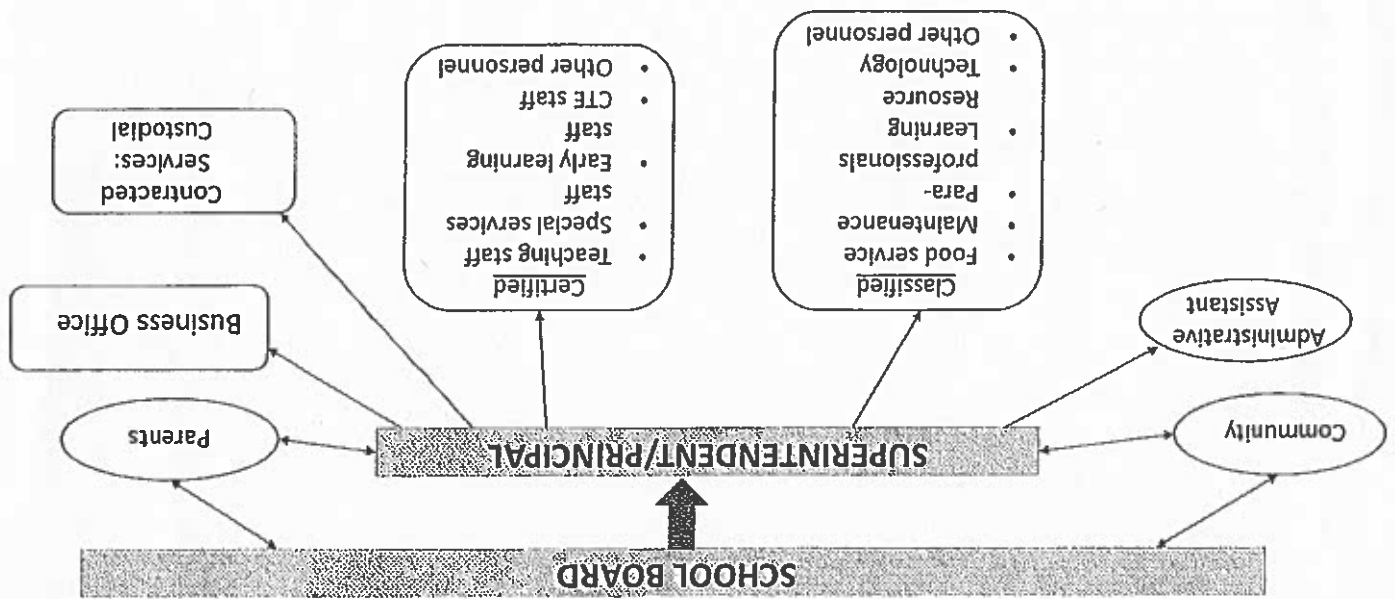
Exhibit E Brinnon School 2023-25 Classified Classified Bargaining Agreement Vage Rate Scale

9/7/2023

023-24: 10% increase applied to each cell

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
	Upon Hire	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13*	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Food Service Director	\$ 22.65	\$ 23.33	\$ 23.68	\$ 24.04	\$ 24.40	\$ 24.76	\$ 25.14	\$ 25.51	\$ 25.89	\$ 26.28	\$ 26.68	\$ 27.07	\$ 27.48	\$ 27.89	\$ 28.30	\$ 28.73	\$ 29.16	\$ 29.60	\$ 30.04	\$ 30.4
School Cook	\$ 17.41	\$ 17.93	\$ 18.19	\$ 18.47	\$ 18.74	\$ 19.03	\$ 19.32	\$ 19.60	\$ 19.90	\$ 20.20	\$ 20.50	\$ 20.81	\$ 21.12	\$ 21.44	\$ 21.76	\$ 22.09	\$ 22.42	\$ 22.76	\$ 23.10	\$ 23.4
High School/ Junior High/ Crossing Guard/Paraprofessor	\$ 17.41	\$ 17.93	\$ 18.19	\$ 18.47	\$ 18.74	\$ 19.03	\$ 19.32	\$ 19.60	\$ 19.90	\$ 20.20	\$ 20.50	\$ 20.81	\$ 21.12	\$ 21.44	\$ 21.76	\$ 22.09	\$ 22.42	\$ 22.76	\$ 23.10	\$ 23.4
Maintenance/groundskeeper	\$ 19.66	\$ 20.25	\$ 20.56	\$ 20.87	\$ 21.18	\$ 21.49	\$ 21.81	\$ 22.14	\$ 22.47	\$ 22.81	\$ 23.16	\$ 23.51	\$ 23.86	\$ 24.22	\$ 24.59	\$ 24.96	\$ 25.33	\$ 25.72	\$ 26.10	\$ 26.4
Teacher	\$ 20.80	\$ 21.43	\$ 21.75	\$ 22.08	\$ 22.41	\$ 22.75	\$ 23.09	\$ 23.43	\$ 23.78	\$ 24.13	\$ 24.50	\$ 24.86	\$ 25.23	\$ 25.61	\$ 25.99	\$ 26.38	\$ 26.77	\$ 27.18	\$ 27.59	\$ 28.0
Library/Media Specialist/Technology Instructor	\$ 22.65	\$ 23.33	\$ 23.68	\$ 24.04	\$ 24.40	\$ 24.76	\$ 25.14	\$ 25.51	\$ 25.89	\$ 26.28	\$ 26.68	\$ 27.07	\$ 27.48	\$ 27.89	\$ 28.30	\$ 28.73	\$ 29.16	\$ 29.60	\$ 30.04	\$ 30.4

BRINNON SCHOOL DISTRICT ADMINISTRATIVE FLOW CHART



Subject to revision due to weather or other circumstances. Check <https://www.bsd46.org> for changes.

August 2023 (4)

Su	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

October 2023 (22)						
Su	24	25	26	27	28	29
M	17	18	19	20	21	22
T	10	11	12	13	14	15
W	3	4	5	6	7	8
Th						1
F						2
Sa						

September 2023 (20)						
Su	24	25	26	27	28	29
M	17	18	19	20	21	22
T	10	11	12	13	14	15
W	3	4	5	6	7	8
Th						1
F						2
Sa						

November 2023 (16)											
Su	M	T	W	Th	F	Sa	1	2	3	4	5
							6	7	8	9	10
							11	12	13	14	15
							16	17	18	19	20
							21	22	23	24	25
							26	27	28	29	30
							31				

Su	Mo	Tu	We	Th	Fr	Sa
26	27	28	29	30	December 2023 (16)	
19	20	21	22	23	24	25
12	13	14	15	16	17	18
5	6	7	8	9	10	11
		1	2	3	4	

Su	M	T	W	Th	F	Sa
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Su	M	T	W	Th	F	Sa
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			




Early Release 11:00: Professional Development
 11:00 Early Release Parent/Teacher Conference

11:00 Early Release Parent/Teacher Conferences

Additional days needed to address school closure(s) will be added after June 14, 2024.

August

September
28 First Day of School
22,23,24,25 Teacher Work Day & Professional Development

October
4 Labor Day Holiday (No School)
8, 22 Early Release 11:00: Professional Development

6, 20 Early Release 11:00: Professional Development
27 End of 1st Quarter
November
7 - 9 Parent/Teacher Conferences; Early Release 11:00
10 Veterans Day Holiday; Observed (No School)
17 Early Release 11:00: Thanksgiving Break
20 - 24 Thanksgiving Break (No School)
December

1, 15 Early Release 11:00: Professional Development
22 Early Release 11:00: Winter Break
25 - 29 Winter Break (No School)
January
1 - 5 Winter Break (No School)
15 MLK, Jr. Day Holiday (No School)
19 Early Release 11:00: Professional Development

26 End of 2nd Quarter
29 Snow Make-up Day, if needed
February
2, 16 Early Release 11:00: Prof Dev; Mid-Winter Break
19 Presidents Day Holiday (No School)
20 - 23 Mid-Winter Break (No School)
March

May

19 Early Release 11:00: Professional Development

17 - 18 Parent/Teacher Conferences; Early Release at 11:00

1 - 5 Spring Break (No School)

April

29 Early Release 11:00: Spring Break

29 End of 3rd Quarter

8, 22 Early Release 11:00: Professional Development

10, 24 Early Release 11:00: Professional Development
27 Memorial Day Holiday (No School)
June
7 Early Release 11:00: Professional Development
14 End of 4th Qtr; Early Release 11:00; Last Day
19 Juneteenth

[] End of Quarter

February 2024 (16)

Su	M	T	W	Th	F	Sa
4	5	6	7	8	9	10
11	12	13	14	15	~~16~~	17
18	19	20	21	22	23	24
25	26	27	28	29		

March 2024 (21)						
Su	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
April 2024 (17)						

May 2024 (22)						
Su	M	T	W	Th	F	Sa
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

June 2024 (10)						
Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

July 2024						
Su	30					
M	23	24	25	26	27	28
T	16	17	18	19	20	21
W	9	10	11	12	13	14
Th	2	3	4	5	6	7
F	1					
Sa						

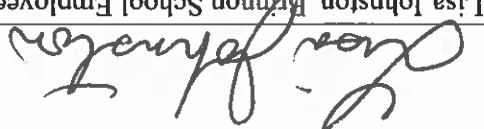
		End of Quarter		No School		Snow Make-up Day	
Su	M	T	W	Th	F	Sa	
28	29	30	31				
21	22	23	24	25	26	27	
14	15	16	17	18	19	20	
7	8	9	10	11	12	13	
	1	2	3	4	5	6	

Snow Make-up Day

Board Approved 4/18/23

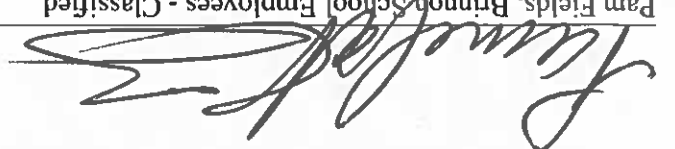
Signature Page

Lisa Johnston, Brinnon School Employees - Certificated



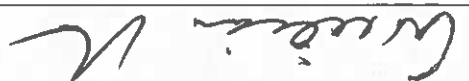
11/15/23
Date

Pam Fields, Brinnon School Employees - Classified



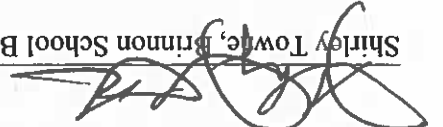
11/15/23
Date

William Barnett, Brinnon School Board Member

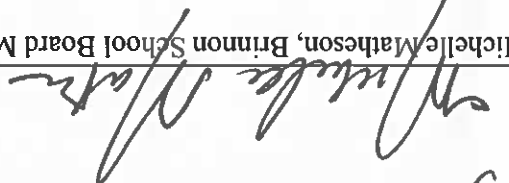


10/24/23
Date

Shirley Towle, Brinnon School Board Member

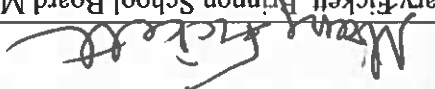


Michelle Matheson, Brinnon School Board Member



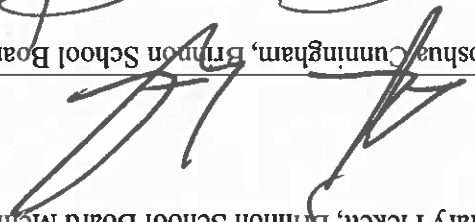
10/24/23
Date

Mary Fickett, Brinnon School Board Member



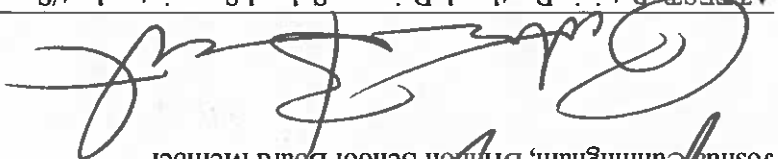
Date

Joshua Cunningham, Brinnon School Board Member



Date

ATTEST: Patricia Beathard, Brinnon School Superintendent/Secretary to the Board



Date

10/24/23

**Memorandum of Understanding
Between the Brinnon School Employees
and the
Brinnon School District #46**

The following proposal is agreed upon by the Association and the District for the 2021-2023 contract years.

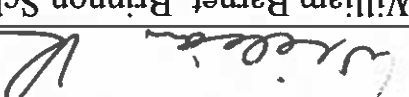
If the Brinnon School District Transportation Department does not have a qualified substitute bus driver for times that a substitute is needed for district use the following protocol will be followed:

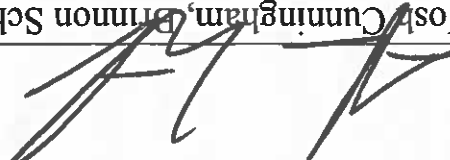
- A. Substitute bus driver(s) may be available from the neighboring school district(s), Quilcene, Chimacum or Port Townsend. If a bus driver from one of the afore mentioned school districts is utilized by the Brinnon School District, their pay rate will reflect the pay rate they are currently receiving in their "home" district, whenever the home district hourly pay rate is higher.
- B. The higher pay rate will be in effect for "student bus runs" and not for "maintenance runs."
- C. The Brinnon School District will continue to make every effort to recruit their own employees for the substitute bus position and should an internal candidate become available, their services will be used first (higher priority) before an "outside the district" employee is used whenever possible.

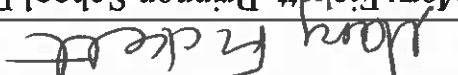

Patricia Beathard, Brinnon School Superintendent, Secretary to the Board
Date 9/24/23


Lisa Johnston, Brinnon School Employees
Date 9/15/23

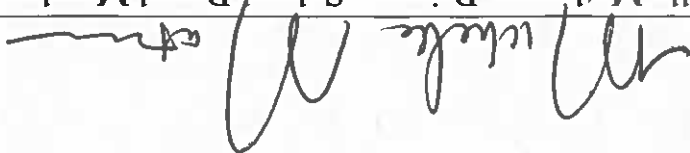

Pam Fields, Brinnon School Employees
Date 9/14/23


William Barnett, Brinnon School Board Chairperson
Date 9/26/23


Josh Cunningham, Brinnon School Board Member
Date 10/24/23


Mary Fickett, Brinnon School Board Member
Date 9/26/23

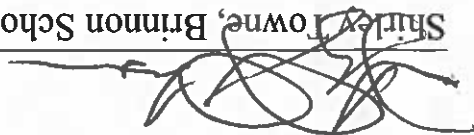
Michelle Matheson, Brinnon School Board Member



Date

9/24/23

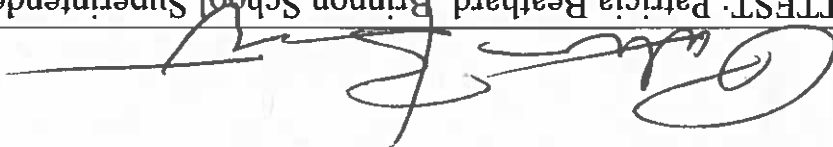
Shirley Towne, Brinnon School Board Member



Date

9/24/2023

ATTEST: Patricia Beathard, Brinnon School Superintendent/Secretary to the Board



10/24/23