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PURPOSE

It is the purpose of this Agreement to prescribe certain rights and obligations of the Evergreen Education Association, the members of the bargaining unit, and Evergreen School District No. 114, and to establish procedures governing the relationships between the Evergreen School District, the Evergreen Education Association, and members of the Evergreen Education Association bargaining unit in accordance with the provisions of the Educational Employment Relations Act of 1975, 41.59 RCW.

PREAMBLE

This Agreement made and entered into by and between the Board of Directors of the Evergreen School District, County of Clark, Washington, hereinafter referred to as the "District" or "Board," and the Evergreen Education Association, hereinafter referred to as the "Association," includes all of the following articles and provisions.

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Evergreen School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the educators' service, and

WHEREAS, certificated employees are particularly qualified to advise as to the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the Board has an obligation, pursuant to the Educational Employment Relations Act, 41.59 RCW, to bargain with the Association as the representative of employees hereinafter designated, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:
A  ARTICLE I - ADMINISTRATION

SECTION A - EXCLUSIVE RECOGNITION

The District recognizes the Evergreen Education Association, pursuant to Chapter 41.59 RCW as the exclusive bargaining representative for certificated personnel employed or to be employed by the District, whether on contract or on District approved leave, in the following job titles: classroom teachers; counselors; library-media specialists; teacher specialists in music, physical education, art, reading, and communications disorders; psychologists; vocational teachers; driver education teachers; special education teachers; nurses; grade level and subject chairpersons; vocational skill center employees; occupational therapists; physical therapists; student assistance specialists; and substance abuse coordinators; substitutes (as defined in this section) and all other certificated employees determined by PERC to be in the bargaining unit. Excluded from the Evergreen Education Association unit shall be the Superintendent, Central Office administrators, building principals, associate building principals, homebound teachers, and supervisory and confidential employees.

Substitute teachers employed by the District for more than 30 days of work within the current, or preceding school year, who continue to be available for employment as substitute teachers are regular part-time employees of the District and are included in the bargaining unit for which the Evergreen Education Association is recognized as the exclusive bargaining representative.

Substitute teachers employed by the District for 16 consecutive work days in the same assignment are regular part-time employees of the District and are included in the bargaining unit for which the Evergreen Education Association is recognized as the exclusive bargaining representative.

The District will not bargain with, or recognize, any "employee organization" other than the Association as representing the certificated employees of the District in the unit designated in this section.

Any challenges to this recognition shall be pursuant to the provisions set forth in applicable laws and Washington Administrative Regulations of the PERC.

DEFINITIONS

When used herein, the following terms shall have the following meanings:

Employee—A certificated employee of the District as defined in the Exclusive Recognition-provision of this Agreement.
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Board's designated negotiators, Board's designated representatives—Those individuals who shall actively participate in the collective bargaining process provided for in Washington State law.

Association representatives, consultants—Those individuals who are brought in by the Association as negotiators or consultants.

Board--The Board of Directors of the Evergreen School District.

District--The Evergreen School District No. 114.

Association--The Evergreen Education Association.

SECTION B - STATUS OF THE AGREEMENT

Throughout this Agreement certain rights and functions are accorded and ascribed to the Association which are in addition to the rights and functions provided for in the rules, regulations, policies, resolutions and practices of the District. These rights and functions are afforded to the Association as the legal representative for all employees under this Agreement. Said rights and functions are not common to any other employee organization within the District. Other privileges afforded the Association and its constituent organizations shall not be granted to a minority organization seeking to represent employees officially represented by the Association. Payroll deduction for organization dues, and the right to participate as an organization officially representing employees in grievance processing, shall be an exclusive right of the Association.

This Agreement shall become effective when ratified by the Association and the Board, and then signed by authorized representatives of the Association and the District.

The Agreement shall supersede any rules, regulations, policies, resolutions or practices of the District which shall be contrary to or inconsistent with its terms. The District reserves the right at any time to make, adopt, and implement rules, regulations, policies and practices not in conflict with this Agreement.

SECTION C - AGREEMENT COMPLIANCE

All individual employee contracts shall be subject to and consistent with Washington State law and the terms and conditions of this Agreement. The District will not solicit execution of any individual employee contract in violation of Washington State law.

If any individual employee contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.
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SECTION D - WORKING RELATIONSHIP BETWEEN EVERGREEN EDUCATION ASSOCIATION AND EVERGREEN SCHOOL DISTRICT

The EEA and ESD are committed to continued joint efforts to resolve problems during the term of this collective bargaining agreement. The following framework for such cooperative efforts will be utilized:

The EEA President and the Personnel Director for Certified Personnel will meet regularly to attempt to resolve problems involving individuals and/or small groups of teachers.

Association representatives chosen and designated by the Association President shall meet with the Superintendent and the Superintendent's representatives at regularly scheduled monthly meetings during the months of September to May to review and discuss current school problems, district programs and plans, actions, or non-actions of the Board, administration and/or the Association and the administration of the Agreement.

The Association and the Superintendent will present to each other a written list of suggested topics at least three working days prior to each regularly scheduled meeting whenever possible, but other topics may be brought up by either party.

Special meetings may be scheduled as the need arises.

SECTION E - CONFORMITY TO LAW

This Agreement shall be governed and construed according to the Constitution and laws of the State of Washington as interpreted by the Supreme Court. If any provision of this Agreement, or any application of this Agreement to any covered employee or groups of employees covered hereby shall be found contrary to law by a tribunal of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect.

If any provision of this Agreement is found to be contrary to law, the Board and Association agree to commence bargaining on such provision as soon as reasonably possible.

SECTION F - DISTRIBUTION OF AGREEMENT

The most current edition of the negotiated agreement will be posted on the Evergreen School District internet page which will allow all employees to access the agreement from their school computers. In addition, a revisable printed copy will be given to each member of the bargaining unit. Contract revisions will be posted on the internet page and contract revision copies will be made available to bargaining unit members through the Association.

The Agreement shall be made available for review by all applicants for certificated personnel positions by the Personnel Office during their interview for that position. The cost of printing and
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distribution of the Agreement shall be borne equally by the District and the Association.

Prior to general publication and not later than fifteen days after ratification by both the Association membership and Board, the District and the Association shall sit down together and proofread changes made to the Agreement. The Association and the District shall be responsible for accurate wording. Any errors discovered after distribution shall be corrected within five days after each party finds the error and notifies the other party of such error.

SECTION G - INSTRUCTIONAL WORK ASSIGNMENT OF EMPLOYEES

Instructional work assignments customarily performed by employees of the District in its own facilities shall continue to be performed by the District and its employees. Under this provision, however, educational programs may be added to the curriculum of the District. This provision shall not limit voluntary participation in inservice training.

Nothing herein shall be construed to limit the District from cooperative planning, development and implementing of programs in Special Education or other categorical programs with any agency, individual school district, or private school.

SECTION H - DURATION

DURATION

This collective bargaining Agreement shall be effective on September 1, 2003, and shall continue in force and effect for 24 months until August 31, 2005.

There is no automatic renewal or continuation of this Agreement nor any part thereof, except as may be mutually extended and ratified by the parties in accordance with Washington law and Washington Administrative Code Regulations. If pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by written agreement of the parties.

RENEGOTIATION:

In the event that the limitations on compensation increases imposed by Chapter 16, Laws of 1981 (SHB166) and/or by the State Appropriations Act are struck down or substantially altered by the legislature or by a final order of a court of competent jurisdiction, the Association shall have the option to reopen negotiations on Article IV, Section A of this Agreement, by giving written notice to the District within 90 days following the date on which the court decision becomes final.

Should the Evergreen School District establish year round schools, the parties agree to reopen
Article I - Administration

negotiations on the items affected in the Agreement.

This Agreement can be altered, changed, added to, deleted from or modified during its term only through the voluntary and mutual consent of the District and the Association. Requests for renegotiation must be in writing.

The parties shall enter into negotiations for a successor Agreement as soon as possible after such a request.

ATTEST:

FOR THE ASSOCIATION

James B. Schaefer  
President

Lucia Stump
Chief Negotiator

ATTEST:

FOR THE BOARD

Victoria Bradford  
President

Richard Weidner
Board Secretary
SECTION A - PAYROLL DEDUCTIONS

The District shall show on the monthly pay warrant stub the record of current deductions for membership dues, representation fees, mutually agreed upon insurance programs as shown in the insurance provisions of this Agreement, Clark County School Employees Credit Union Deferred Compensation tax sheltered annuity programs in which five or more employees have enrolled, retirement contributions, United Way, and Credit Union.

The District and the Association shall cooperate to rectify errors in payroll deductions.

SECTION B - DUES DEDUCTIONS AND REPRESENTATION FEES

The Association and its affiliates (WEA and NEA) shall have the exclusive right of automatic payroll deduction of membership dues and representation fees for employees in the bargaining unit. WEA and NEA are referred to in this article only for the purpose of computing membership dues.

On or before August 25 of each year, the Association shall give written notice to the Board of: a) the dollar amount of dues of the Association, including the National Education Association and the Washington Education Association, which are to be deducted in the coming school year under all payroll deductions, b) a prorated hourly dues schedule to be used for dues deductions for less than full-time employees, and c) the name of the designated charitable organization(s). The total for these deductions shall not be subject to change during the school year.

The deductions authorized above shall be made in twelve (12) payments from each paycheck beginning with the pay period in September through the pay period in August of each year. Employees who commence employment after September or terminate employment before June, shall have their deductions prorated at 1/12 of the total annual amount for each month the teacher is employed. Less than full-time employees shall have deducted each month that amount based upon the number of hours worked and shown on the prorated hourly schedule. The Board agrees promptly to remit directly to the Washington Education Association all monies so deducted, accompanied by a list of employees from whom the deductions have been made. A duplicate list shall be promptly provided the Association as receipt for said transaction. The Board will provide the Association with a copy of the personnel report with each Board packet or with an updated version after each meeting.

The Association agrees to reimburse any employee who had dues or representation fees deducted, those sums in excess of the total amount due the Association at that time, provided the Association or its affiliate actually received the excessive amount.
Article II - Business - Continued

Membership in the Association is not compulsory. Employees have the right to join, not to join, maintain or drop their membership in the Association as they see fit. Neither party shall exert any pressure on, or discriminate against, any employee regarding such matters.

MEMBERSHIP DEDUCTIONS

Within ten (10) days of the commencement of employment, the employee may sign, and the Association shall deliver to the Payroll Office, a Dues Authorization Form which is attached hereto and incorporated in this Agreement as Appendix A (1), which shall authorize deduction of membership dues of the Association. Such authorization shall continue in effect from year to year unless a request of revocation is submitted to the Board and the Association, signed by the employee, and received between August 1 and August 31, preceding the designated school year for which the revocation is to take effect. Each month during the school year, the Association agrees to provide the Board with the names of those employees who have joined the Association and paid its dues and assessments by means other than through payroll deductions.

REPRESENTATION FEE DEDUCTIONS

In the event that any employee fails to sign and the Association fails to deliver to the Payroll Office an Assignment of Wages Form as described herein, the Board agrees to deduct from the salary of such employee a representation fee in an amount equal to membership dues; provided, however, that employees who have joined the Association and paid by means other than payroll deduction, as verified by the monthly Association list, shall not be subject to this deduction. Representation fee deductions shall be handled and transmitted by the Board in the same fashion as membership deductions as provided for in this Article.

CHARITABLE ORGANIZATION DEDUCTIONS

Any employee claiming a bona fide religious objection shall notify the Association and the Board of such objection in writing within ten (10) days of commencement of employment.

Pending determination of any bona fide religious objection, the Board agrees to deduct from the salary of the employee claiming such objection, an amount equivalent to the Association dues and assessments; provided, however, that said monies shall not be transmitted until such time as the Board is notified that a final determination pursuant to the Act has been made. In the event that it is finally determined that the employee does not have a bona fide religious objection, the Board agrees promptly to remit to the Association all monies being held.

In the event that an employee has been determined to have a bona fide religious objection to the payment of a representation fee or agency shop fee, said employee shall pay an amount of money equivalent to regular dues and fees to a designated charitable organization as established by the Association. Within ten (10) days of the commencement of employment or determination of bona fide religious objection, whichever occurs later, said employee may sign and the Association shall
Article II - Business - Continued

deliver to the Payroll Office an Assignment of Wages Form which is attached hereto and incorporated in the Agreement as Appendix A (2), which shall authorize the deduction of an amount equal to the dues of the Association including the National Education Association and the Washington Education Association and payment in installments as herein above provided, including any deductions made but not previously transmitted to said designated charitable organization. The Board agrees to remit to the Association each month a list of employees on behalf of whom charitable deductions have been made.

AGREEMENT TO DEFEND AND INDEMNIFY

The Association agrees to defend, indemnify, and hold the District (suits by the District excepted) harmless against the District as a result of any action taken or not taken by the District pursuant to proper implementation of the Article contingent upon: (1) the District's agreement that the EEA shall be authorized to defend such suit through an attorney of EEA's choosing and (2) The District's agreement to provide full cooperation and information to the EEA in defending any suit which may be brought against it as a result of this agreement.

SECTION C - ASSOCIATION RIGHTS AND PRIVILEGES

The Association and its representatives shall have the right to post notices of their activities and matters of organization concern on a bulletin board to be provided in each school building by the District.

The Association and its representatives may use intra-District mail service and employee school mailboxes for communications to employees. This shall include freedom from any censorship or screening by District representatives prior to distribution. The Association and/or its officers and representatives shall have the responsibility to ensure that all materials disseminated through the intra-District mail service, placed in mailboxes, or posted on bulletin boards by representatives of the Association, are not politically partisan, conform to legal requirements, and are not slanderous, derogatory or defamatory of a particular individual.

Any concern regarding the Association's use of the intra-District mail service mailboxes and bulletin boards shall be a matter for discussion at the next monthly meeting between the Association representatives and the District. The Association agrees not to use the intra-District mail service as provided for in the two preceding paragraphs, until such time as the United States Supreme Court's ruling in Regents of the University of California v. Public Employment Relations Board, in 1988 is modified, changed, or overturned.

The Association may use District school buildings for meetings and to transact official business on school property at all reasonable times provided that this shall not interfere with nor interrupt normal school operations or other scheduled building activities as determined by checking with the principal or designee.
Any officer or authorized representative of the Association, designated by the Association and identified by prior written notice to the Superintendent, shall have the right to visit District buildings, and individual groups of employees represented by the Association at all reasonable times when employees are not on duty, such as before and after work hours and at lunch time, or by special arrangement through the principal at other times such as preparation time. Upon entering a building, the Association representative(s) shall go to the building office and inform the principal, or designee, or in his/her absence, the building secretary, that they are in the building. All such visits must not interfere with any employee's activities while on duty.

The District shall furnish upon request of officers or authorized representatives of the Association, any and all information, statistics, and records which the Association and the District mutually agree are relevant to negotiations and to Association business as it relates to this Agreement.

The District shall furnish to the Association information concerning the District, including but not limited to: Two (2) copies of the Preliminary and Final Budgets, annual and monthly financial reports, annual audits, data regarding known and projected financial resources, known budget requirements and allocation information regarding the preliminary budget prior to its adoption, three copies of the annual Directory of Certificated Personnel, agendas and minutes of all Board meetings, monthly student enrollment data reports, and upon written request, available information which is necessary for the Association to process a grievance. Any reproduction costs not provided for above shall be paid by the Association at the current and usual rates.

The District shall provide to the Association a monthly updated list of new employees as shown on the Monthly Personnel Report to the Board.

SECTION D - MANAGEMENT RIGHTS AND RESPONSIBILITIES

It is recognized that the District and Board have and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties, and activities of its employees in accordance with policies and procedures adopted pursuant to the laws and State regulations and as limited by the provisions of the Collective Bargaining Agreement.
C ARTICLE III - PERSONNEL

SECTION A - INDIVIDUAL RIGHTS

Pursuant to the Washington Educational Employment Relations Act, RCW 41.59, hereinafter referred to as the Act, the Board hereby agrees that every employee as herein defined shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation, or the right not to join the Association. The Board and the Association agree that they will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Washington or Constitutions of Washington and the United States and that they will not discriminate against any employee with respect to hours, wages, and terms and conditions of employment.

Complaints concerning employees will be presented to the Board only in executive session by the Superintendent. The Board will take no action but will refer the matter back to the Superintendent. The Superintendent will not investigate or help resolve a problem unless the problem has been first reported to the appropriate building or Central Office administrator. Exceptional cases may be handled by the Superintendent at his/her discretion. The employee complained about shall be informed in writing of the complaint, the name of the complainant(s), the substance of the complaint, and notified that he/she is entitled to Association representation. The Superintendent will investigate the complaint and report back to the Board in executive session. Part of the Superintendent's investigation will be an interview with the employee, who will have been provided with a full explanation in writing of the specific complaint at least twenty-four (24) hours prior to the meeting. The administration and Association recognize the need for sensitivity in dealing with confidentiality during the investigation of complaints. The Board, after reviewing the information and receiving a recommendation from the Superintendent, will make its decision and report that decision and the reason for it to the complaining party and employee.

Employees shall be entitled to full rights of citizenship and no employee will be discriminated against or denied any equal protection rights under the statutes.

The private and personal life of any employee(s) is not within the appropriate concern or attention of the Board. An employee's sexual preference is not within the appropriate concern or attention of the Board except where it is displayed or expressed at work or at school related activities and functions.

Nothing contained herein shall be construed to deny or restrict to any employees such rights as they may have under applicable laws and regulations provided that nothing shall be in violation of any affirmative action law or ruling.
Article III - Personnel - Continued

SECTION B - RIGHT TO DUE PROCESS AND REPRESENTATION

All employees shall have the right of full due process under the 1st and 14th Amendments of the United States Constitution.

Whenever an employee is questioned by an administrator for the specific purpose of seeking information which may be used as the basis of a disciplinary, dismissal or non-renewal action, the employee shall have the right to select a representative of the Association or legal representative of his/her choice to be present at any meeting with the principal or supervisor; provided that in a disciplinary situation, the representative will normally be the Association's building representative or some other Association representative available the same day so as to not delay the investigatory meeting. This right to representation may be exercised whenever any meeting with a supervisor takes on the purpose of seeking information which may be used as the basis of a disciplinary, dismissal, or non-renewal action. Should the employee choose to waive the right to representation during the meeting, the employee will sign a waiver form.

If a supervisor calls a meeting for the purpose of taking any disciplinary action beyond a verbal warning, the supervisor shall inform the employee of the right to have a representative present. Supervisors shall annually inform their staffs of the rights to representation, as provided above.

No employee shall be disciplined except in private.

The Board agrees to follow a policy of progressive discipline which minimally shall include a verbal warning, a written reprimand, a suspension with pay, and a suspension without pay and, as a final action, non-renewal or discharge. No employee shall be disciplined by a verbal warning, a written reprimand, or suspension without just cause. These enumerated forms of discipline and any procedural errors only in an evaluation of an employee's performance, shall be subject to the grievance procedure hereafter set forth; provided, however, any employee receiving a notice of probable cause for discharge or adverse effect of contract status pursuant to RCW 28A 405.300 or receiving a notice of probable cause for non-renewal of contract pursuant to RCW 28A 405.210 or pursuant to RCW 28A 405.220 as amended, shall only have the statutory rights set forth in RCW 28A 58.455 and/or RCW 28A 405.310 as amended, and not the contractual rights specified in this paragraph; provided, however, this paragraph does not apply to the non-renewal of duties of employees covered by a supplemental contract not subject to the continuing contract provisions of 28A RCW, as amended.

All information forming the basis for any discipline beyond a verbal warning shall be made available in writing to the employee prior to any disciplinary action. A copy shall be provided to the Association unless the employee requests in writing that the Association not be informed.

A request for representation in the due process described in this section shall be in writing and shall specify the nature of the representation (legal or Association). The principal or supervisor shall have the right to have representation at any due process conferences.
SECTION C - ACADEMIC FREEDOM

1. The Board hereby respects the professional rights and judgments of the employees covered by this Agreement, including protection from personal attack or violation of the rights of inquiry and academic freedom to teach. The principles of academic freedom shall apply to all bargaining unit members. The professional judgment of employees shall be respected when exercised in accordance with the law, District Policy 2331, and the guidelines expressed below:

2. Academic Freedom in the school is defined as:

   a. The right to teach and learn about controversial issues which have economic, political, scientific or social significance, and which are relevant to the District's curricular subject matter for the course or teaching assignment and the levels of ability and maturity of the students.

   b. The right to use materials which are relevant to the levels of ability and maturity of the students and the purposes of the school system.

   c. The right to maintain a classroom environment which is conducive to the free exchange and examination of ideas which have economic, political, scientific, or social significance where students are not discouraged from exploring conflicting and divergent viewpoints.

   d. Students shall have the right to express divergent ideas as long as their expression is within the guidelines of debate and discussion in a normal, organized, purposeful classroom environment.

3. Any challenged materials shall remain for use in the school pending final resolution of the challenge, except when it is needed by the Instructional Materials Committee for review. Reasonable efforts will be made to meet the IMC's needs in a manner that will have the least impact on the availability of the challenged material. All instructional materials will be selected according to Board Policy 2311 and 2311P. Challenged materials shall be reviewed according to the same policy.

4. This provision shall be subject to Steps I and II of the Grievance Procedures.

SECTION D - PERSONNEL/MEDICAL FILE

Employees and former employees shall, upon request, have the right to inspect all contents of their complete personnel and medical file(s) kept within the District, as well as employment references originating in the Evergreen School District that are sent from the District, in accordance with Washington law. Confidential credentials shall not be open to inspection and shall be kept in a separate pocket of the personnel file. No other personnel or medical file shall be kept anywhere in the District, provided that any file for student due process hearings and any file for the disposition of grievances shall be maintained separately from the employee's personnel file. The principal or supervisor, however, may maintain a "working" file for use in the formation of evaluation reports, in accordance with Article III, Section E., 2., c., d., and e. Any contents of the working file not
transferred to the official personnel file at the end of the school year, (except observation reports, see Article III, Sec E.2.h.(5)) shall be given to the employee. All disposition of grievances shall be destroyed one year after the date the decision was rendered. The employee personnel file shall be reviewed in a private place provided in the District Personnel Office. Anyone, at the employee's or personnel administrator's request, may be present at this review.

Each employee's personnel file shall contain the following minimum items of information: all evaluation reports, copies of annual contracts, teaching certificate, a transcript of academic records, and correspondence between the employee and the District.

College or university credentials that are confidential shall be dealt with as directed by the college or university. If the individual wishes the District to hold separately the confidential credentials, the individual shall make written request and provide evidence of concurrence by the college or university.

No material shall be kept in the employee's personnel file without being shown to the employee within ten (10) days of its receipt or creation by the District. The employee and the Personnel Office secretary shall sign an inventory sheet to verify contents of the personnel file prior to each review of the file by the employee. No material may be removed from the file except as provided for below. Upon request, a single copy of any document(s) except confidential credentials in the file shall be provided to the employee.

Materials from the personnel file reviewed by an employee and judged by the employee to be derogatory to his/her conduct, service, character, or personality may be answered and/or refuted in writing. Such written response shall become a part of the written personnel records and kept in the file. Disagreement by an employee with the appropriateness of the content of materials filed in the employee's personnel file may be pursued through the negotiated Grievance Procedure.

The Association and the District agree that any piece of information over three (3) years old shall be removed from that employee's file at the request of said employee, provided material older than three (3) years which shall remain shall be the items listed in the second paragraph of this Agreement provision.

Written evaluations of employees made in accordance with the evaluation procedures in this Agreement shall be the only evaluations placed in any employee's personnel file.

Any material not shown to an employee by the District shall not be allowed in any disciplinary action against the employee.

Information about an employee’s medical condition or history will be maintained in a separate medical file in the personnel office. All medical related information will be kept confidential, with the following exceptions:

Supervisors and managers may be informed about necessary restrictions on the work or duties of an employee and necessary accommodations.
Article III - Personnel - Continued

First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment or if any specific procedures are needed in the case of fire or other evacuations.

Government officials investigating compliance with the Americans with Disabilities Act and other Federal and state laws prohibiting discrimination on the basis of disability or handicap should be provided relevant information on request. (Other Federal laws and regulations also may require disclosure of relevant medical information).

Relevant information may be provided to state workers' compensation offices or "second injury" funds, in accordance with state workers' compensation laws.

Relevant information may be provided to insurance companies, with the employee's permission, where the company requires a medical examination to provide health or life insurance for employees.

SECTION E - EMPLOYEE EVALUATION AND PROBATIONARY PROCEDURES

1. GENERAL
   a. The evaluation procedure shall recognize high levels of performance and encourage improvement in specific, identifiable areas through the systematic assessment of the instructional program. It is based upon our commitment to life-long learning and a culture that encourages constant reflection on best practices and professional skills. It shall be understood by the parties that the primary purpose of this evaluation procedure is to improve the instructional program being offered by the District. Consistent with that general purpose, it is more specifically the purpose of these evaluation procedures:

   (1) To identify areas in which the professional performance of an employee is satisfactory or distinguished, and particular areas in which the employee needs to improve his or her performance.

   (2) To assist employees who have identified areas needing improvement to make those improvements.

   (3) To identify employees whose professional performance is unsatisfactory and for whom remediation is needed.

   b. Certificated classroom teachers and certificated support personnel holding non-administrative positions (collectively referred to as "employees") shall be evaluated during each school year in accordance with the procedures and criteria set forth in this article. Non professional certification candidates may choose to be evaluated on either the professional certification forms or the traditional forms. Every employee (other than those who are "provisional" employees), pursuant to RCW 28A.405.220 whose work is judged unsatisfactory based upon the evaluation criteria and process shall be placed in a probationary status no sooner than October 15 and no later than January 15 and shall be given sixty (60) school days
Article III – Personnel - Continued

from the first day of probation to demonstrate sufficient improvements in areas of deficiency. If deficiencies which might lead to non-renewal of a provisional teacher in his/her second year of Evergreen employment become known to the evaluator, such deficiencies shall be brought to the teacher's attention within a reasonable period of time to provide an opportunity for remediation whenever possible.

2. EVALUATION

a. Responsibility for Evaluation: Within each school the principal or the principal’s designee shall be responsible for the evaluation of employees assigned to that school. An employee assigned to more than one school shall be evaluated by an administrator appointed by the Superintendent or designee. The employee may choose a different one of his/her supervising administrator(s) for a second evaluator, but must do so in writing directed to the director of personnel no later than October 15. The District may thereupon decide that the employee's choice shall become the primary evaluator. The administrative organization plan of the District shall be used to determine lines of responsibility for evaluation for any employee who is not regularly assigned to any school. Any principal or other supervisor may designate other supervisory employees to assist in the observation and evaluation process.

Prior to the beginning of the evaluation process, the administrators of each building shall meet with the staff to review and discuss the evaluation procedure and criteria.

b. Evaluation Criteria: All employees shall be evaluated in accordance with the criteria set forth in Chapter 392-191 WAC, and in the Evaluation Handbook, which is incorporated by this reference and which is hereby made a part of this Article. Evaluations required or permitted shall be documented on the Evaluation Report forms in the Evaluation Handbook.

c. Definitions: The following definitions shall be applicable to this article:

(1) Evaluator: The evaluator is the person who is responsible for the evaluation of a particular employee, as indicated in paragraph 2.a.

(2) Evaluation: An evaluation is the annual or interim appraisal of overall employee performance written up on the Evaluation Report forms found in the Evaluation Handbook.

(3) Observation: An observation includes any observation by an evaluator of an employee in the performance of his or her responsibilities.

d. Evaluations:

(1) All employees, including new employees, shall be evaluated annually. Such evaluations are to be completed by not later than June 1 of the year in which the evaluation takes place. Evaluations may be made more frequently than once a year, at the discretion of the evaluator.

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(2) At the time that an employee is transferred to another position which would lead to a change in the employee's evaluator, an evaluation may be requested by the transferred employee or prepared at the discretion of the evaluator.

(3) If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.

(4) If the evaluator contemplates recommending that an employee be placed on probation, an evaluation shall be made on or before January 15.

e. **Additional Evaluation:** In addition to the evaluations required under paragraph 2.d.(1), evaluators may make interim evaluations at any time during the school year.

f. **Constraining Factors:** Each Evaluation Report shall note if there are any constraining factors present in the evaluation setting.

g. **Complaint Procedure:** As relevant information is received from complainants, it shall be shared with the employee to allow a chance for improvement. Evaluator conclusions and professional judgments regarding the complaints, if included in an evaluation, will be in summary form written by the evaluator.

h. **Observation Procedures:** (1) Observations: During each school year each employee shall be observed for the purpose of evaluation at least twice in the performance of assigned duties. Total observation time for each employee for each school year shall not be less than sixty (60) minutes. All employees newly employed by the District shall be observed at least once for a total observation time of thirty (30) minutes within the first ninety (90) calendar days following the commencement of their employment.

(2) Prior to any observation required under paragraph 2.h.(1), the evaluator and the employee shall meet to discuss the intent of the observation, possible constraining factors, the goals and objectives of the employee to be observed during the observation, and to establish the date for the observation.

(3) Following each observation, or series of observations under paragraph 2.c. which exceeds thirty minutes each in length, (except in cases in which short form evaluation is utilized), the evaluator shall promptly document the results, shall provide the employee with a copy of the observation report within three (3) days of its preparation, and shall meet with the employee to discuss the observation report. There is no required form or format for observation reports. The employee shall sign the District's copy of the observation report to indicate receipt of a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the observation report. Employees who disagree with the content of their observation reports or any other evaluation documents shall have the right to attach their own written explanation.
(4) Observations of less than thirty minutes duration shall be written up and/or discussed with the employee at the discretion of the evaluator. A copy of the notes taken by the evaluator shall be given to the employee.

(5) Observation reports shall not be filed in the employee's personnel file unless either the evaluator or the employee elects to the contrary. Observation reports will otherwise be retained in the working file through the end of the following school year.

I. Improvement Plan: In the event that any evaluation (other than an evaluation which forms the basis for placing an employee on probation) indicates that the employee has performance deficiencies in one or more areas defined in the evaluation criteria, the evaluator and the employee shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the areas of deficiency. In connection with the development of such a plan, consideration should be given to utilizing the services of available supervisory resource persons to observe the employee's performance and make recommendations for improvement. If the evaluator and employee are unable to agree upon a mutually acceptable plan, the evaluator shall prepare and deliver an improvement plan to the employee. In the event that the employee is to be placed on probation, the provisions of Section 4, (Probation) shall supersede this paragraph.

3. SHORT FORM EVALUATION/PROFESSIONAL GROWTH OPTION

A short form evaluation process and a professional growth evaluation process, as separate discrete options that meet the requirements of RCW 28A.405.100(5) shall be available to any employee who had four (4) consecutive years of satisfactory evaluations [if the employee is returning from a long-term leave of absence, the previous four (4) annual evaluations, including the immediate previous year, must be satisfactory] if the employee and the current evaluator mutually agree. Even though the evaluator and the employee have agreed to use the short form or the professional growth option, the evaluator may at any time switch to the regular evaluation format, with notice to the employee.

The short form evaluation can be accomplished by a minimum of thirty (30) minutes of observation on or before June 1. A written summary indicating satisfactory performance on the Evaluation Form will be prepared for the employee no later than fifteen (15) days after the observation. The final annual written evaluation using the Evaluation Form shall be placed in the employee's personnel file. Pre- and/or post-conferencing may be waived with the agreement of both parties. Also, the current traditional long form evaluation process must be followed and completed at least once every three (3) years unless the employee is on the Professional Growth Option.

Prior to May 1, an eligible employee who wishes to be on the professional growth option for the following year, shall notify his/her evaluator of his/her desire to be considered for or continue the professional growth option. Evaluators and employee will meet to discuss the professional growth option. Prior to June 1, applicants for the professional growth option will be notified of their status. The professional growth option plan will be mutually developed by the employee and evaluator. By October 1 the employee and evaluator will meet to review the completed professional growth plan.
Article III – Personnel - Continued

During the year the plan will be implemented and the annual evaluation will be based upon the evaluation of the plan.

a. The Professional Growth Option shall encourage professional growth through goal setting. Employees will be encouraged to utilize collegial interaction for the planning and accomplishment of goals.

b. As provided in RCW 41.59 and RCW 28A.405.100, the Professional Growth Option may be continued beyond a two-year period.

c. When a teacher changes building location, the PGO may be continued by mutual agreement between the employee and the new supervisor.

d. The PGO process does not supersede statutes, district policies, and contractual agreements concerning job performance.

e. All materials shall remain the property of the employee throughout the process. The supervisor may maintain a working file. Working files will become the property of the employee at the end of the process.

f. A listing of employees who are on the PGO shall be retained by the immediate supervisor and one copy sent to personnel.

g. If the employee is on a PGO option the "PGO box" must be checked on the evaluation form and the completed form placed in the employee's personnel file.

A short form or professional growth option evaluation may not be used to document an unsatisfactory evaluation, probation or non-renewal.

4. PROBATION

a. Evaluator's Report: In the event that an evaluator determines on the basis of the evaluation criteria that the performance of an employee (other than a provisional employee) is unsatisfactory, the evaluator shall inform the Superintendent in writing on or before January 8. The evaluator's report shall include the following: (1) Specific areas of performance deficiencies; (2) A suggested specific and reasonable program for improvement; (3) A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in the area or areas of deficiency.

b. The probation shall be conducted in accordance with the requirements of RCW 28A.405.100.

c. Employees on probation who are placed on a plan of assistance that includes attendance/enrollment in college courses, workshops, or seminars shall have all costs for tuition and/or fees paid by the District.
d. Right to Representation: An employee shall have the right to request that a representative of the employee's choice be present during one conference each month during the probation. The employee shall inform the evaluator in advance of the conference of the intent to have a representative present.

e. Evaluation during the Probationary Period: By not later than the first week of the probation, the evaluator shall hold a conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. The evaluator may authorize an additional supervisory employee or other appropriate person to evaluate the probationary employee and aid the employee in improving areas of deficiency.

f. Post-Probation Report: Unless the probationary employee has previously been removed from probation, the evaluator shall submit a written post-probation report to the Superintendent at the end of the probationary period which shall identify whether the performance of the probationary employee has improved to a degree that is satisfactory. The report shall set forth one of the following recommendations for further actions:

1. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify continued employment; or

2. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify continued employment, even though there are areas where further improvement is required; or

3. That the employee has not demonstrated sufficient improvement in the stated areas of deficiency and that the Superintendent should consider action to nonrenew the employment contract of the employee.

a) Immediately following the conclusion of a probationary period that does not produce the performance change(s) detailed in the initial notice of deficiencies and improvement program, the employee may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. Such reassignment shall not displace another employee nor shall it adversely affect the probationary employee's compensation or benefits for the remainder of his or her contract year. If such a reassignment is not possible, the district may, at its option, place the employee on paid leave for the balance of the contract term.

g. Action by the Superintendent: Following a review of any report submitted pursuant to paragraph 4.f., the Superintendent shall take appropriate action. In the event that the Superintendent concurs that the employee has not demonstrated sufficient improvement in the stated areas of deficiency during the probation, the Superintendent shall make a determination of probable cause for the non-renewal of the employee's contract and shall provide written notice thereof to the employee, on or before May 15, or within 15 days, whichever comes sooner, pursuant to the requirements of RCW 28A.405.100, and RCW 28A.405.210.
5. EXCLUSIONS

Except for procedural defects, the provisions of Article X of this Agreement relating to grievances shall not be applicable to Article III (E) relative to the evaluation and probation of certificated personnel. Without limiting the generality of the foregoing, the following shall be exempt from grievance procedures of Article X:

   a. The assignment of performance ratings by principals or other supervisors;
   b. Probationary action and evaluation incident thereto; and
   c. Determinations by the Superintendent of the existence of probable cause for non-renewal of the contract of any employee.

SECTION F - CIVIL SUITS AND PERSONAL PROPERTY LOSS

The District shall hold harmless and defend an employee of the District from claims for damages arising from any civil suit caused or alleged to have been caused in whole or in part by the employee while performing duties as an employee in the District under the provisions of the District's insurance, provided the employee was acting within the scope of his or her employment; and further provided that the District shall not be obligated to assume any costs or judgments held against the employee when such damages are proved to be due to the employee's negligence, violation of law, or criminal act as determined by a court of law.

Any case of assault upon an employee shall be promptly reported to the Board or its designated representative. The District will respond promptly and provide assistance in connection with the handling of the incident by law enforcement and judicial authorities and will arrange, upon the employee's request, for a meeting with legal counsel.

Absence due to an injury incurred on or around the District premises in the course of the employee's employment or as a direct result of the employee's performing professional duty shall be compensated as provided under the injury section under Leaves.

The use of an employee's personal equipment for instructional purposes must have the prior written approval of the principal or supervisor. This must be renewed annually using the form [Appendix A(4)] in the contract.

Individual losses or damage to personal equipment approved by the principal or supervisor and listed on the Personal Property Inventory Form [Appendix A(4)], or to personal property for which it can be shown that the loss occurred on school property, shall be reimbursed up to a $300 limit (the usual insurance deductible) based on actual value at the time of the loss as determined by an insurance adjuster and subject to the following conditions:

   a. There must be proof submitted that the employee either has no insurance or that his or her
Article III - Personnel - Continued

insurance does not cover the damage or loss in question. An employee must exhaust his or her own insurance recovery possibilities before being eligible for reimbursement under this provision.

b. A Proof of Loss and Claim for Reimbursement form must be filed with the District Personnel Office within twenty (20) days after the damage or loss.

c. There shall be no reimbursement for loss of cash.

d. Upon District approval of a certified claim, individual losses shall be reimbursed up to a $300 limit (the usual insurance deductible) based on actual value at the time of the loss as determined by an insurance adjuster.

Individual losses for damage to an employee's personal property which is caused by other District employees acting within the scope of their employment shall be referred to the District's liability insurance carrier for adjustment and payment of claim, if justified.

The District and its insurance carrier agree to take appropriate steps as required by the Federal Occupational Safety and Health Act and the Washington Industrial Safety and Health Act, to correct safety and health hazards and deficiencies relating to school property, activities and procedures. The Association and its members agree that they will support and assist the District and the insurance company in their efforts to be informed of and to correct safety and health hazards and deficiencies.

The District shall provide a locking storage facility in each school building in order that employees covered by this Agreement may secure District or Associated Student Body Funds.

SECTION G - ASSIGNMENT

The assignment of employees covered by this Agreement shall be in compliance with Washington Law. The District shall conform to the requirements of Affirmative Action by not discriminating on the basis of age, domicile, prior personal experience, handicap, marital status, creed, national origin, race, religion, or sex.

Employees will not be involuntarily assigned outside the scope of their teaching certificates or outside the area of the employee's major or minor fields of study. If, upon request from the District, an employee agrees to be assigned outside his/her teaching certificate or outside the employee's major or minor fields of study, the principal and employee shall jointly develop a retraining plan.

Retraining activities, if any, may include but not be limited to: additional course study, inservice training, assistance from building or District administrators or specialists, and provision of materials for reading and study. In addition, retraining activities may include the assistance of other bargaining unit employees, within the scope of those other employees' regularly assigned responsibilities. Further assistance, beyond the regular work day or year of the other employee, will be on a voluntary and/or paid basis.
Article III - Personnel - Continued

If college course work is included in the retraining plan, the District will pay the cost of auditing the course upon proof of completion. The employee may, by paying the remainder of the tuition, receive college credit for the course. Expenses to be reimbursed will be mutually agreed to, and specified in advance as part of the retraining plan.

The District will schedule the employees who are assigned to more than one school so that the employees will not be required to engage in an unreasonable amount of inter-school travel. Employees will not be assigned to more than three (3) school buildings per day, except as follows: (1) elementary instrumental music teachers, and (2) special education staff (who may travel to a fourth school building on a given day, when necessary for IEP conferences).

Employees will be notified of their assignments in writing at least ten working days before the end of the school year. If the assignment is different from the previous year, the employee may, upon written request, meet with the Superintendent or designee and review the assignment.

SECTION H - EMPLOYEE TRANSFER (VOLUNTARY AND INVOLUNTARY)

VACANCIES AND TRANSFERS
The District shall deliver to the Association and shall post on the District intranet and public web page a list of all known vacancies in the District. This list shall be updated at least every two weeks and in the event a posted position is amended.

A vacancy refers to any newly created position or to any position which becomes vacant due to leave, non-renewal, or resignation and positions created by a new school opening.

Vacancies during the school year shall be filled as soon as possible. A position may be reposted if the District does not choose to appoint one of the applicants from the first round of posting. Until a regular certified employee is appointed to the position, it will be filled with a substitute, unless an appropriately certified substitute is not available.

Vacancies shall be filled from among qualified personnel who have filed applicable transfer requests, before the vacancies are filled through involuntary transfer of employees.

When all qualifications of applicants are equal, vacancies shall be filled first by employees already employed by the District. This includes substitutes considered part of the bargaining unit as defined on page one (1) of the Collective Bargaining Agreement.

An employee may be granted more than one transfer request per year if the District determines such reassignment to be in the best interest of the educational process.

In an effort to fill all positions with the best qualified persons, the District agrees not to act in an arbitrary or capricious manner and to fill all positions based on complete consideration of objective factors including but not limited to: skill, ability, qualifications, education, recency of experience, and seniority. All positions shall be filled without regard to race, color, religion, sex, age, domicile, national origin, marital status, or physical or sensory handicap.
Article III – Personnel - Continued

An employee being voluntarily transferred to another school during the school year or involuntarily transferred to another school at any time shall be granted one duty-free day with pay to facilitate such transfer. The District shall provide a substitute to cover the employee’s classes, where applicable. If the transfer move is made on a non-duty day, the employee will be compensated at per diem.

A classroom teacher being moved to another room within the same school at the initiation of administration at any time shall be granted one duty-free day with pay to facilitate such a move. The District shall provide time within the regular work day and a substitute to cover the employee’s classes, where applicable. If the move is made outside the regular work day, the employee will be compensated one day’s pay at the substitute teacher rate. Other employees whose room/home base is being changed at the initiation of administration will be given time necessary to make the move within the work day, up to one full day; if work time cannot be made available, then the employee will be paid at the daily substitute rate, divided by seven, for each hour required to complete the move, up to one full day. An employee whose assignment is changed during a term will be given time necessary to prepare for the change within the work day, up to one full day; if work time cannot be made available, then the employee will be paid at the daily substitute rate for up to one full day, pro-rated for a secondary employee.

GROWTH POSITIONS

“Growth positions” are new openings created by increased enrollment. All other openings created by transfer or attrition will be filled according to the Collective Bargaining Agreement.

During the first three weeks of the school year and the ten (10) days immediately preceding the school year, the following procedures will be followed in order to expeditiously fill “growth positions”:

1. The Agreement requirement for a posting period will be waived.

2. In filling the growth position, the principal shall consider bargaining unit employees (full time, part time, and substitutes) as of the previous school year. The principal may also consider outside applicants.

3. If a contract is not offered within a five-day period of notification from the principal to the Central Office that a growth position has been identified, a substitute will be hired on the sixth (6th) day to provide relief until the position can be filled.

TRANSFER REQUESTS

Vacancies which occur during the school year shall be posted and the successful applicant shall be identified when the vacancy occurs. The actual physical transfer, however, shall not take place until the start of the following school year unless both the teacher and management agree otherwise. The original vacancy will be filled with a “through the end of the year” contract hire.

Application for a specific vacancy shall indicate the grade level and/or subject area assignment and...
building desired. A Transfer Request to a specific vacancy may be made at any time within the posting period. The minimum posting period will be five (5) working days during the school year and ten (10) days in the summer. During the summer months, employees wishing to transfer may provide the District Personnel Office, by the last student day, with four (4) self-addressed, stamped envelopes along with a short description of: grade level(s)/subject area(s)/building(s) in which the employee is interested. The District Personnel Office shall mail the appropriate forms for any vacancy where the employee has indicated an interest. The forms shall be mailed the date the vacancy is posted and the employee shall have ten (10) days from the date of mailing to apply in writing. Applicants will be notified in writing within five (5) days of the filing of the vacancy.

Denial of transfer request will be done in writing stating the specific reason for denial.

INVOLUNTARY TRANSFER DUE TO BUILDING OVERSTAFFING

Every effort shall be made to ensure that any vacancy will be filled through voluntary transfer procedures prior to involuntarily transferring an employee. At the secondary level the preference will be to place persons at the same grade level (i.e. senior high at senior high, middle school at middle school) with involuntary transfers between grade levels only occurring when a grade level involuntary transfer is not possible. At the elementary level teachers will be considered for transfer in the category K-5.

The following procedures will be followed for determining who, in a building, will be involuntarily transferred:

1) The principal/supervisor will first ask for volunteers to be transferred. The volunteer must qualify for the opening by having subject area preparation or teaching experience in the new assignment and the departure must help solve the over staffing problem.

2) At the secondary level, if no one volunteers to transfer, the principal/supervisor will transfer, involuntarily, the employee with the least FTE experience with the District who qualifies for the opening available by having subject area preparation or teaching experience in the new assignment, and the departure must help solve the over staffing problem.

3) Within K-5, if no one volunteers to transfer, the principal/supervisor will transfer, involuntarily, the employee in the proper grade band with the least FTE experience with the District who qualifies for the opening available by having subject area preparation or teaching experience in the new assignment and the departure must help solve the over staffing problem. The proper grade band is defined as currently assigned within one grade of the available opening except that for those teaching K or 5th, it would be within two grades. A person teaching a blended or split class is able to select the option of either being available to transfer one grade level up or down from the current split or blend assignment.

4) If no one meets the standards for qualifications for involuntary transfer stated in (3) above, then the principal/supervisor will transfer involuntarily the employee with the least FTE experience in the District who has teaching experience in the new assignment or subject area.
Article III - Personnel - Continued

preparation in the new assignment, and the departure will help solve the over staffing problem.

(5) If no one qualifies for transfer according to paragraphs (2) or (3) above then the principal/supervisor will transfer involuntarily the employee with the least FTE experience in the District who through teaching experience or subject area preparation most closely meets the subject area needs of the new assignment.

A person who is transferred due to over-staffing at a particular building will have the right to return to that building if the position is reinstated within a one year period of time.

TRANSFER ENHANCEMENT PROGRAM

1. Each school year, by the end of March, all employees will be given the opportunity to complete a "preference sheet" indicating an interest in transfer to another building, either at the same grade level/subject matter assignment or a different assignment. Provided that all special education staff, nurses, Student Assistance Specialists, itinerant staff, Title I and LAP-funded positions will seek transfer within their current type of position by contacting their supervisors. They may, however, seek transfer to a different type of position through this transfer enhancement program.

2. Principals or designees who have an employee indicating a desire to move to a new building on the "preference sheet" shall confer with no fewer than three in-District employees (if three or more apply) who listed the principal's building as a choice for possible transfer. Principals or designees having more than one employee indicating a desire to move to a new building shall confer with no fewer than two in-District employees for each potential transfer position.

   a. Each employee who indicates on the "preference sheet" two or more unsuccessful efforts to obtain a voluntary transfer through a specific written transfer request within the past five years must be given an opportunity to confer with the principal of each building where the potential for an exchange exists and for which the employee has indicated a preference.

   b. Following the opportunity to consult with the building principal(s), employees who had indicated on the "preference sheet" interest in a particular building(s) and/or assignment(s) may decide to withdraw from further consideration for any or all of their previously listed preferences. The remaining preferences listed then become binding, and an employee must accept a listed preference if the position is offered.

   c. The personnel administrator, in conjunction with the administrators for elementary and secondary instruction, will make the final decision on transfers, based on input from principals and participating employees.

3. Employees who self-identify as unsuccessful candidates for transfer (section 2a) and who are not transferred through the transfer enhancement program will be allowed to apply for all vacancies for which they file a specific transfer request and for which they are qualified. The principal or designee will interview three or more applicants who qualify under this section for each vacancy.

C-16
ADMINISTRATIVE REASSIGNMENT

1. The Personnel Office may identify up to one percent (1%) of the employees (rounded to the nearest whole number) for administrative reassignment.

   a. Candidates for administrative reassignment will be notified by their immediate supervisor no later than January 15. The principal will complete a form sent to the Personnel Office on each potential transferee, listing the reason(s) for consideration. This information and form shall be shared by the principal with the potential transferee upon request.

   b. The personnel administrator shall be available, prior to March 31, to review with potential transferees possible options for a new location. The potential transferee may opt to fill out a preference sheet by the end of March for inclusion in the voluntary transfer enhancement program.

   c. On or about April 1, the personnel administrator will contact the principal who will make a final identification of the employee, if any, in her/his building for administrative reassignment, based upon the reasons given on the form. The personnel administrator, by May 1, will designate the employees who will actually be transferred and the new assignment will be announced by June 1.

   d. After the personnel administrator designates the employee to be transferred, the employee may appeal the administrative reassignment decision to the Superintendent.

   e. The Association shall be notified of the names of the people identified by the District for administrative reassignment as soon as that decision is made.

   f. Outside of notice to the Association, the District shall not disclose the names of employees administratively reassigned to any but the affected administrators, who shall also keep the information confidential.

2. Requirements for administrative reassignment are:

   a. Employees must have been in the current building at least five years and must not have been administratively reassigned more than once during their professional careers with the District.

   b. No more than one person from a building may be administratively reassigned each school year.

   c. Unless the employee agrees otherwise, the employee must be reassigned to a similar position. Positions shall be considered similar so long as they are on the same school grade level (i.e., K-2, 3-4, 4-5, 6-8, 9-12).

   d. An employee is qualified if he/she holds the proper certificate and/or endorsement. In the case of standard certificates, the reassignment must be to a position where the majority of the day is in a subject matter the employee has taught for no less than 50 percent of the teaching periods during the past five years, or the employee agrees otherwise.
Article III - Personnel - Continued

e. An employee with an unsatisfactory evaluation or an employee on probation may not be administratively reassigned.

f. Administrative reassignment may not be used to create a position in a particular school for the purpose of opening a teaching assignment for a coach, nor for the purpose of placing the reassigned employee in a building so that he/she can coach there.

g. Administrative reassignment will be rescinded if, prior to notification of reassignment, an employee gives the District a pre-dated letter of resignation to be effective within the next 18 calendar months.

3. Following administrative assignment to a new building, the employee will meet with the new principal to discuss opportunities and needs for professional training and growth in the new position. If the principal then lists as an option for the employee to take certain course work, workshops, days for curricular work, etc., then the District will pay for the costs of such options, including additional time at per diem rates for non-contract time. Administratively reassigned employees will be provided the opportunity to purchase teaching materials appropriate to a new grade level or subject matter assignment in an amount not to exceed $250.

SECTION I - INDIVIDUAL EMPLOYEE CONTRACTS

Each employee in the EEA Bargaining Unit shall be issued a contract, by the District, with the assignment and salary indicated therein, in conformity with Washington State Law, State Board of Education, and this Agreement; however, employees hired by the District to replace employees who have been granted official District leaves shall be employed in accordance with 28A.405.900 RCW, shall be properly placed on the salary schedule; shall receive full fringe benefits; and, upon application for regular contract status, shall receive appropriate consideration.

The length of an assigned employee's contract shall be in accordance with the calendar section of the Agreement. Any extension of contract days shall be computed on per diem of that individual's contracted rate of pay.

Two (2) copies of the contract signed by the Superintendent and Board President shall be mailed to the employee each year for signature. The contract must be signed and returned to the District within two (2) calendar weeks from the date of issue. One (1) copy is retained by the employee at the time of signing. One (1) copy is forwarded to the Personnel Office. This copy is then placed in the employee's personnel file in the Personnel Office.

An employee under contract shall be released from the obligation of the contract upon request under the following conditions:

a. A letter of resignation must be submitted to the Superintendent's Office.
Article III – Personnel - Continued

b. A release from contract, prior to July 1, shall be granted provided a letter of resignation is submitted to the Superintendent's office.

c. A release from contract shall be granted after July 1 provided that a satisfactory replacement can be obtained.

d. A release from contract shall be granted in case of illness or other personal matters which make it impossible for the employee to continue in the District.

SECTION J - SUPPLEMENTAL CONTRACTS

There shall be a Supplemental Contract for District specified co-curricular, special and supplemental assignments. Appointments to co-curricular, special and supplemental assignments are for one year and shall be in accordance with current Washington Laws and Washington Administrative Code regulations. Assignments are confirmed through prompt return of the signed Supplemental Contract.

Summer curriculum development work shall be paid at a rate of $25 per hour.

Any employee having completed 15 years of work in the District will, upon written request made by October 15 of each year, be issued a supplemental contract for up to 10 days at his/her per diem rate for curriculum work or other projects offered by the District during the school year, September 1 through August 31. No more than two such supplemental contracts will be issued during the employee's career with the District. The total dollars expended for such supplemental contracts will be $90,000 for each school year of this Agreement. Should the total value of the requested supplemental contracts for either year exceed the available funds, then all of these supplemental contracts would be reduced proportionately in length to the degree necessary to utilize fully, but not exceed, the available amount.

Certified employees in the building will be given first consideration for appointment to any co-curricular assignments as defined under Article IV, Section C of this agreement for which they indicate an interest to the building principal or designee. Employees whose co-curricular assignment will not be renewed will be furnished written reasons, upon request to the personnel administrator.

1. The building principal will ask all teaching staff in the building to submit an interest sheet, listing all co-curricular activities contained in Article IV, Section C of the collective bargaining agreement that the teacher would be interested in and willing to take, together with a phone number where the teacher could be reached all summer in case of summer vacancies. A reasonable effort will be made to contact the interested teaching staff at the number provided, even if they did not respond to the building posting (see section “2” below).

2. When an co-curricular activity contained in Article IV, Section C of the CBA comes open, the principal or other building administrator first will notify all persons teaching in that building for any part of their teaching assignment, and will specify a deadline and method for responding. This
notice can be by any method reasonably believed to reach all certified staff in that building (for example, written notice distributed in all teacher mail boxes; posting in the building in the staff room, etc.), but, at a minimum, will include some sort of written notice or posting in the building for at least two days. No posting or announcement is made outside the building at this time.

3. The principal or other building administrator will consult with all in-building teachers who indicated an interest in the assignment. This will generally be a brief conversation, during which candidates will be asked their plans for the program if they were hired for the activity. Teachers may be asked to submit information about qualifications for the particular assignment in writing at the time the notice of interest is submitted.

4. If the principal/administrator in charge of filling the co-curricular activity position decides to select one of the in-building candidates, the candidates will be so notified, and no further steps need to be taken.

5. If the principal/administrator decides either to (a) not select an in-building candidate(s) or (b) look outside the building, but still keep the best in-building person under consideration, the principal will notify the in-building teacher(s).

6. If no in-building teacher is selected, the principal/administrator will notify the personnel office and the position is posted a minimum of five (5) calendar days in all the other buildings, and also advertised outside the District, if the administration desires. Candidates are considered and an outside candidate may be selected.

7. After either step (5) or (6) is completed, in-building candidates for the extra-curricular position may request to know reason(s) why they were not selected and will be told orally the reasons. In-building teachers, upon request, will be provided reasons in writing for not being selected.

8. This process does not need to be used if the administrator intends to continue a person who has held a specific assignment in the building in the previous year; the administrator in charge can elect, but is not required, to continue a person in the assignment during a subsequent year without going through any part of this procedure.

SECTION K - WORK DAY

The length of the employee working day shall not exceed 7 ½ hours, including lunch.

Faculty meetings may extend the work day by an aggregate of no more than two (2) hours per month; however, no faculty meeting shall last more than one hour.

Each employee shall be entitled to one-half (1/2) hour of continuous duty-free lunch time during the school day as provided in Washington Law.

During the typical work day, there shall be a 15-minute morning break and a 15-minute afternoon break for all elementary classroom teachers. Equivalent time for specialists will be scheduled, either
Article III - Personnel - Continued

as breaks or in passing time between classes, exclusive of travel time.

SECTION L - PAYMENT PROVISIONS AND CONTRACT CHANGES

1. PAYMENT PROVISIONS
   a. Employees employed for the full school contract year shall be paid one-twelfth (1/12) of the annual salary of the employee shown on the Certificated Employee Contract he or she has signed on the last working day of September and of each succeeding month. Employees contracted for less than a full year shall be paid pro-rata, for the remaining months of that year. Salary warrants shall be issued on the last District business day of each month. If the regularly scheduled payment day occurs when employees are not on duty, during winter, spring or summer vacation, salary warrants will be available to be picked up at the Payroll Office on the last District business day of the month.
   b. The salary of each employee will be deposited directly in his/her personal account with Automated Clearinghouse Association as authorized by the employee on or before the first of the month. The employee will be provided a written statement of the amount being deposited and of all deductions made, and the cumulative number of sick days on the District's records. The statement will be delivered to the employee’s school mailbox not later than the last District business day of the month (or placed in the U.S. Mail not later than the last District business day of the month when school is not in session).
   c. Employees not utilizing direct deposit of warrants may pick up their warrants at the Payroll office on the last District business day of the month.
   d. Special summer payments to pay employees for work in the summer program shall be made one in the month of July and one in the month of August.
   e. Pro-rata payments for changes of salary, special assignment payrolls, and requests for special payments that are received in the Payroll Office on or before the designated payroll cut-off date will be processed with the current monthly payroll and paid on the last District business day of the month. Such changes of payrolls that are received in the Payroll Office after the designated payroll cut-off date will be processed with the following monthly payroll. A schedule of the payroll cutoff dates is sent to the buildings at the beginning of each school year. The schedule is to be posted in each building in a place where all staff have access to the schedule.
   f. Extra-curricular activity pay may, at the option of the employee, be paid in full at the completion of the extra-curricular assignment.
   g. Under an emergency situation, a new teacher to the profession may, during the first month of employment, draw on their earned salary not to exceed fifteen (15) days pay. This request [Appendix A (5)] must be made prior to the payroll cutoff date and payment will be made on the 15th of the month, or the first working date following if the 15th of the month falls on a
weekend. It is also understood that the amount of the draw will be calculated using the number of days worked multiplied by the daily rate of pay. The personnel administrator will make the determination as to whether a true emergency exists.

2. CONTRACT CHANGES

The deadline for filing of credits or notice that the transcript is on the way to the Personnel Office for employees on the staff, for salary adjustments for the current school year, is October 15, or the last school day prior, if October 15 is on a non-school day. Notice that transcripts are on the way must be submitted in writing by the employee to the Personnel Office. Requests for transcripts from the college or university are the responsibility of the individual employee. The deadline for the earning of such credits is September 30. Credits earned after September 30 may not be counted for salary purposes until the following year.

Errors in salary amount which result in underpayment must be corrected in the current payroll period if notification is received in the Payroll Office by the designated payroll cut-off date. Subsequent checks shall then bear the correct monthly salary.

In the event of an overpayment, the employee shall be notified prior to deduction, and shall have the right to obtain an adjustment in order to avoid hardship.

All compensation owed an employee who is retiring from the District shall, upon request by June 1, be paid at the end of the fiscal year; however, District contributions for insurance programs shall continue until August 31.

3. SELF-FUNDED LEAVE OF ABSENCE

In anticipation of a leave of absence or sabbatical which will provide less than 100% salary, an employee may participate in a deferred compensation program which the district will establish with an acceptable banking institution. An employee may sign up for deferred compensation by designating the percentage of compensation to be deferred (10-25%), the amount of time over which the deferral will occur (1 year minimum, 5 year maximum), and the academic year or trimesters that the deferred compensation will be paid out to the employee. Deferred compensation, when paid out, will be in addition to any regularly due compensation.

Once an employee elects to participate in a deferred compensation plan, he/she will not have access to the deferred compensation until the designated pay out time, whether or not a leave is granted. The deferred compensation will be treated and reported as compensation at the time it is received, not at the time it is deferred. If an employee takes a leave for educational purposes, the time shall, at the employee's option, be reported as retirement service credit.

The employee may maintain group insurance coverage during this leave by participating in the COBRA option.
SECTION M - PART-TIME EMPLOYEES

1. RETURN TO FULL POSITION FROM LESS THAN FULL TIME

A full-time employee who is granted a reduction from a full-time position to a less than full-time position, who requests through the appropriate transfer procedures to return to full-time status, will be interviewed and considered prior to other applicants, for the first vacant full-time position for which he/she qualifies, dependent upon qualifications including but not limited to skill, ability, education, recency of experience and seniority, provided that employees returning from District approved leave are returned to full-time status first.

2. PART-TIME TO FULL-TIME

A less-than-full-time employee who requests through the appropriate application procedures to be placed in a full-time position shall be considered based on objective factors including, but not limited to: skill, ability, qualifications, education, recency of experience, and seniority.

3. JOB SHARING
   a. For the purpose of this Agreement, job sharing shall mean the occupation of a single staff position by two (2) individuals, with each assignment being half-time.

   b. The District may grant requests to job share. The District shall establish the daily work schedule for the job-sharing team.

   c. The District may terminate job-sharing arrangements at any time after completion of each year, in which case each of the job-sharing employees who formerly was a full-time employee for the District shall be placed in a full-time position similar to the position last held before job-sharing, if such a position is available. If such a position is unavailable due to staff reduction, the employee shall be placed on the seniority list. After the termination of a job-sharing arrangement, a teacher who was initially hired as a job-sharing teacher shall have further employment rights as determined by Sub-section 2 of this Section.

   d. At the end of the first or second year of job sharing, a job-sharing employee who formerly was a full-time employee may choose to return to a full-time position similar to the position last held before job sharing, if such a position is available. If such a position is unavailable due to staff reduction, the employee shall be placed on the seniority list. At the end of the second year of job sharing, if the job-sharing team requests and is approved to continue job sharing, the right to employment in subsequent years for each employee is a right to a half-time position with the District. However, they may request to return to full-time status, as provided in Subsections 1 and 2 above.

   f. Shared-time positions will be compensated as follows:
Article III – Personnel - Continued

1. Teaching salary will be pro-rated. Job-sharing teachers shall advance one experience step on the salary schedule for each two years of half-time teaching.

2. Seniority will accrue on the basis of two years of half-time work equaling one year of full-time work.

3. Sick and personal leave will be half of that provided for full-time employees.

4. Entitlement to insurance shall be according to Article IV (F).
### EVERGREEN SCHOOL DISTRICT NO. 114
#### 2003 - 2004 TEACHER'S SALARY SCHEDULE

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Column BA+135 = Grandfathered column only. NO salary placement available
Article IV - Salary Schedules and Benefits - Continued

D Article IV - Salary Schedules and Benefits

The following information is being provided to explain your salary placement.

Six digit number means: Schedule/Step/Grade
First two digits (92) Means you are placed on the LEAP Schedule
Second two digits 92(15)09 This indicates the years of experience that are reportable to the state for salary purposes. Partial years of accumulated experience were rolled to the next whole number. EX: 4.5 = 5.0 EX: 4.4 = 4.0.
Third two digits 9215(09) Salary Schedule Grade. This is based on the number of total academic credits and inservice credits that are reportable to the state for salary purposes.

1. The parties have adopted a salary schedule that is a "mirror image" of the Statewide Salary Allocation Schedule for Instructional Staff (the "State Salary Schedule").

2. The parties intend to comply with the limitations imposed by State law and to pass through to bargaining unit members the full salary amount they are entitled to under State law. No provision of the Agreement shall be interpreted or applied so as to place the District in breach of the salary limitations imposed by State law, including RCW 28A.400.200 and the State Budget. Salary compliance reporting to the State shall be based on a 180 day contract, plus any learning Improvement Days provided by the state excluding any supplemental and/or extended day contracts.

3. October 15 will be the deadline each year for employees to submit documentation of additional experience and educational credit. Any increments earned will apply to the entire contract year and shall be paid no later than the November 30 pay day.

4. The District shall, in a timely manner, provide the Association with copies of all information as to salary and benefit data developed for compliance purposes. The parties shall meet to rectify any errors, omissions, or problems identified, consistent with item 2 above.

5. All employees who are required within the scope of their employment to travel during their work day shall receive mileage compensation at the IRS approved rate in effect on September 1, of the then current school year.

SECTION B - UNEMPLOYMENT COMPENSATION

The District shall provide for processing of unemployment compensation for eligible former employees in accordance with special federal legislation. The District will provide for unemployment compensation for employees if mandated by law and funded by special or regular funding from the State and Federal Government.
SECTION C - CO-CURRICULAR ACTIVITIES AND PAY SCHEDULE

Co-curricular salaries will be increased by the same percentage, if any, as that generally applicable to the State Salary Schedule.

2003-2004 SENIOR HIGH SCHOOL ACTIVITIES:

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MIDDLE SCHOOL ACTIVITIES

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ELEMENTARY SCHOOL ACTIVITIES

Choir 1237
Strings 1237

Elementary classroom teachers who go to outdoor school with their class and who stay through campfire will be paid $50 per night, up to $100 maximum.

Employees may request, in writing to their supervisor by June 1, confirmation of any co-curricular assignment or other supplemental contract for the subsequent year. The District will then respond with a notice of intent by June 15.

SECTION D - EXTENDED CONTRACTS

All salaries are to be determined and approved in writing through a classification procedure involving the Personnel Office and the department or division under whom the individual will be working. No pay for work beyond the contract year shall be paid by the Payroll Office unless a supplemental contract is signed by the individual teacher, by the supervising District administrator and the Personnel Office.

Employees who continue in their regular teaching assignment or similar extended special summer teaching assignments shall be at per diem. A supplemental contract must be issued and signed by the individual, the supervising administrator, and the Personnel Office.

All continuation rates for teachers who work in the same or similar jobs during the summer shall be per diem of the contract salary for the previous school year.

The hourly rate shall be the per diem salary divided by seven (7) hours.

Payment to teachers for preparation time spent prior to teaching authorized inservice classes for the District shall be at per diem or a mutually agreeable alternative.

The District shall provide by way of supplemental contract five (5) days per diem to all full-time media specialists. The days are to be scheduled as mutually agreed with the principal.

SECTION E - SALARY CREDIT FOR MILITARY SERVICE

Intervening military service credit of up to two (2) years will be given to employees returning from Military Leave of Absence provided the maximum two (2) years of experience credit for Military Leave has not already been granted and provided application to return to service with the District is in conformity with the provisions of RCW 73.16.033 and 73.16.035 receiving such credit only if hired prior to September 1, 1989.
All veterans whose school employment is disrupted by service in the armed forces shall receive salary and seniority credit for such service in accordance with Washington law.

SECTION F - INSURANCE

1. The following are the approved insurance plans towards which District funds may be spent: Washington Dental with Orthodontia Service or Willamette Dental, Premera Blue Cross of Washington, Providence Good Health Plan, Evergreen School District Vision Care Plan vision insurance, Kaiser, Standard Life Insurance ($50,000), and Standard Insurance Long-Term Disability (LTD) Plan.

2. All contracted employees must enroll in the following insurance plans: Washington Dental with Orthodontia or Willamette Dental with Orthodontia, Standard Life ($50,000), and Standard Insurance Long-Term Disability (LTD). In addition, all subscribers must enroll in the Evergreen School District Vision Care Plan vision insurance.

3. Members of the Bargaining Unit who are more than half-time employees (.51-1.00 FTE) are allocated up to $496.00 per month for the months of September through August toward the payment of premiums for approved insurance plans.

4. Members of the Bargaining Unit who are employed half-time or less (.01-.50 FTE) are allocated up to $248.00 per month toward the payment of premiums for approved insurance plans.

5. Notwithstanding the limits in paragraph 3 and 4 above, the District will contribute for insurance premiums an amount calculated by multiplying the FTE number of employees in the Bargaining Unit, excluding substitutes, times $496.00 per month per FTE employee for the months September through August. The District will project in November, February, and June what portion of the total contribution may be uncommitted at the end of the school year, and revise the amount to insure that all available dollars are used. A review of the district contribution will be made at year end with a revision made by adjusting the contribution for the next year.

6. In the event that the state changes the state-funded allocation from $496.00 per month, the District agrees to change its contribution to the maximum amount funded. The District will pay to the State the monthly FTE insurance "retiree obligation".

7. WEA Accident Insurance, supplemental voluntary term life insurance, and short-term salary insurance are optional programs available to employees at their discretion. Payment of these programs shall be at the employee's expense.

8. Upon request, the District will provide a current copy of the computer printout listing bargaining unit members, their insurance coverage, and the amount of premiums paid by the District and the employees.

9. Any Section 125 program established by Board Policy and offered to employees shall be available to Bargaining Unit employees.
Article IV - Salary Schedules and Benefits - Continued

SECTION G - DEPARTMENT LEADERS - SENIOR HIGH SCHOOL

Schools may choose to continue with the traditional department leaders model and follow the schedule outlined below.

Schools may develop an alternative to the traditional department leaders model by submitting a variance proposal (see Appendix B) to the joint EEA/ESD Bargaining Committee. The school's monetary allocation would be the same as under the traditional department leaders model.

Department leader stipends for subsequent years will be increased by the same percentage, if any, as that generally applicable to the state salary schedule.

SENIOR HIGH SCHOOL STIPEND

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MIDDLE SCHOOL STIPEND

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ELEMENTARY/SPECIALIST

A good faith effort will be made to reduce the non-teaching duties of grade school department heads, grade-level chairpersons, specialist-area chairpersons, building budget review committee members or similarly appointed employees, commensurate with their assigned duties, provided, this shall not increase the non-teaching duties of the other employees in the bargaining unit.

Department leaders, grade-level, and specialist-area chairpersons are those individuals designated in writing by the Administration.
SECTION H - EMPLOYEE ASSISTANCE PROGRAM

An Employee Assistance Program (E.A.P.) Advisory Committee shall be formed to oversee the operation, provide suggestions and report to the Board on E.A.P. activities. If an employee of the District chooses to use the services of the Evergreen Employee Assistance Program, he/she shall do so voluntarily and he/she shall not be mandated or coerced. Information gathered during counseling sessions will be held in the strictest confidence. Names of participants and information gathered shall not be provided to the District without the individual's written authorization. Evidence of an individual's participation in the E.A.P. shall not be provided to the District without the employee's written authorization. E.A.P. can be reached at:

Employee Assistance Program
3400 Main Street - Third Floor
Vancouver, WA 98663
(360) 696-5092 V/TTY or 1-800-232-2475
Article V - Leave Procedures

E   ARTICLE V - LEAVE PROCEDURES

SECTION A - LEAVES FOR SICKNESS AND INJURY

1. SICK AND EMERGENCY LEAVE

All full-time employees earn one (1) day of sick and emergency leave per month. Full-time employees hired after the beginning of the school year, and those contracted for the year in a part-time position, shall receive a prorated sick and emergency leave allowance based on one full day per month. On the first day of employment of each school year, each employee shall be credited in advance for the full amount of sick/emergency leave to be earned that school year. Sick leave may be used for illness, injury, emergency, doctor, dental, and vision appointments. Physician verification is required for absences of more than five consecutive school days.

Emergency is a suddenly precipitated situation of such a nature that preplanning is not possible, or where preplanning could not relieve the necessity for the employee's absence.

When an employee will be absent from work, she/he shall give notice to the principal or the person designated by the superintendent to receive such notice, not later than 6 a.m. (high school), 6:30 a.m. (middle school), or 7 a.m. (elementary) of the first day of absence. If the absence may be for consecutive days, the District shall be notified of the probable date of return.

An employee returning from sick or emergency leave shall sign a form or statement verifying the date(s) of absence and the specific reason for the absence.

Each employee's portion of unused sick or emergency leave allowance shall accumulate from year to year as provided in RCW 28A.400.300, as amended.

In January of the year following any year in which a minimum of sixty days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused sick leave accumulated in the previous year at a rate equal to one day's pay of the employee for each four full days of accrued leave for sick leave in excess of sixty days. Sick leave for which compensation has been received shall be deducted from accrued sick leave at the rate of four days for every one day's pay.

At the time of separation from the District due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current pay for each four (4) full days accrued sick leave for illness or injury, to the maximum allowable under current state statute, but no more than 180 days.

Employees are encouraged to announce their intent to retire and to cash out accrued sick leave as provided for above, by May 15; however, when unforeseen circumstances dictate a later notification the employee cash out of accrued sick leave shall not be jeopardized.
Article V - Leave Procedures – Continued

An employee returning to employment in the District shall, at a minimum, be entitled to reclaim all accumulated illness, injury and emergency leave days recorded to his/her credit at the time of the earlier termination or resignation.

2. HEALTH LEAVE

An employee whose physician certifies in writing that the employee is unable to perform professional duties because of personal illness, maternity, or disability shall, upon request, be granted leave of absence without pay for up to one year from the date the leave is granted. Health leaves shall be granted without requiring the employee to use up accumulated sick leave. Leaves for these conditions may be renewed annually not to exceed two (2) years. Application for and/or renewal of Health Leave shall be made in writing to the District Personnel Office. When returning within one year from the date the Health Leave was granted, an employee who has been granted a Health Leave shall be allowed to return to the position last held or a similar position. If the position is unavailable due to staff reduction, the employee shall be rehired in conformity with the recall provisions of this Agreement. All returns from Health Leave are contingent on a written statement from the physician regarding the individual's health. Accumulated benefits shall be retained while on Health Leave.

An employee on Health Leave who exhausts sick leave and any other available paid leave and/or becomes ineligible for further use of sick leave and is “cashed out" during the month of May or later shall receive paid insurance to the same level as other employees for the remainder of the school year (through the month of September).

An employee who has exhausted sick leave as a result of an extraordinary and severe extended illness or injury shall be granted leave and shall be paid his/her regular salary minus the salary of the replacement employee for a period of up to sixty (60) contract days, after which the employee may qualify for disability benefits under the Washington State Teachers' Retirement System.

An employee on Health Leave who exhausts sick leave and any other available paid leave as a result of a debilitating or life-threatening illness or injury shall be provided paid insurance, to the same level as other employees, for up to one year if no replacement employee is entitled to paid insurance.

SECTION B - TEMPORARY LEAVES OF ABSENCE FOR REASONS OTHER THAN ILLNESS

An employee who anticipates the necessity for taking a Temporary Leave of Absence shall make proper application and notify the building principal or supervisor at least twenty-four (24) hours before taking the temporary leave. When it is not possible to give twenty-four (24) hours advance notice, the employee will make proper application and notify the building principal or supervisor as early as possible before taking temporary leave. Prior to or upon return from a Temporary Leave of Absence, the employee must complete the Leave Report Form and submit it for approval to the immediate supervisor to assure that accurate salary and payroll processing can be completed. Employees shall be granted the following kinds of Temporary Leaves of Absence with full pay during the school year as noted and the employee shall pay for substitutes as noted. All leaves granted under these provisions will be in units of full or half days.
1. **BEREAVEMENT LEAVE**

Bereavement leave for Death in the Immediate Family - up to four (4) days Bereavement Leave with full pay will be granted for each occurrence in the employee's immediate family. In cases where emergency factors or long distances are involved, the employee may request up to two (2) additional days leave to be deducted from Emergency Leave. Such requests should be sent to the Personnel Office with a copy to the appropriate administrator. For the purpose of this item, immediate family is defined to include mother, father, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandparent, step-father, step-mother or anyone who is living with or considered part of the family.

2. **PERSONAL LEAVE**

Personal Leave of four (4) non-accumulative days per year shall be granted each full-time employee, provided the employee pays an administrative fee equal to thirty-two percent (32%) of the state minimum teachers' salary for a day for each day taken. Employees hired after the beginning of the school year, and those contracted in a part-time position, shall receive a prorated personal leave allowance based on the full-time maximum of 28 hours per year. The employee shall not be required to state a purpose for taking Personal Leave.

Employees who have used no personal leave days during the year will be paid a sum equal to 64 percent of the state minimum teacher salary per day for two and one-half days. Employees who have used no more than one personal leave day during the year will be paid a sum equal to 64 percent of the state minimum teacher salary per day for two days. Application for buy back shall be submitted to the Payroll Office by the designated July payroll cut-off date.

3. **PARENTAL LEAVE**

Two (2) days of parental leave at full pay shall be allowed to be utilized for the birth of a child. One (1) additional day without loss of pay may be allowed provided the employee pays for all costs of the substitute.

4. **ADOPTION LEAVE**

Two (2) non-accumulative days of leave with full pay shall be allowed either parent or both for the adoption of a child. Up to four (4) additional days without loss of pay may be allowed provided the employee pays for the substitute.

5. **RELIGIOUS LEAVE**

Employees shall be granted one (1) day of religious leave per year with no loss of pay upon verification to the building supervisor that the purpose of the religious leave is a traditionally
required religious observance of their particular faith, creed, or sect.

6. **JURY DUTY LEAVE**

Upon receipt of a jury summons, the employee will notify the principal or administrator to contact the personnel administrator. The employee should provide the name of the court, the judge's name and the date of the summons.

In cases where the employee is required to serve, this will be compensated leave but with jury fee (except for mileage or other reimbursement of actual expenses) processed as a payroll deduction in partial reimbursement of the cost of supplying substitutes.

When an employee serves on jury duty he/she will record the leave on a leave form. When the leave form is processed in the Payroll Department for jury duty, it will also be processed as a payroll deduction against the employee's next pay check.

7. **SUBPOENA LEAVE**

An employee will be granted a subpoena leave as may be required by the subpoena, and shall be paid regular salary, less any compensation received, excluding transportation.

This shall only apply when the employee is named as a plaintiff, witness, or defendant for events or actions arising out of the exercise of his or her duties for the District or when the employee is subpoenaed as a disinterested witness in a legal matter in which neither the employee, nor the Association, nor any member of the employee's family is a party or has any interest in the outcome.

In other situations where the employee is under subpoena, sick/emergency leave or personal leave may be used.

**SECTION C - MILITARY LEAVE**

Military Leave of Absence shall be granted to employees as required by law. Employees returning from Military Leave of Absence shall notify the Personnel Office in writing at the earliest possible time in conformity with the provisions of RCW 73.16.033 and 73.16.035.

Upon return from leave, the employee shall be placed in the same position, if available, or in a similar position to that previously held. Accumulated benefits shall be retained by the employee on Military Leave.
SECTION D - ATTENDANCE AT PROFESSIONAL EDUCATION MEETINGS AND CONFERENCES

Attendance at professional education meetings and conferences shall be granted by the District, subject to the following procedures and conditions:

a. Requests for leave to attend out-of-state meetings and conferences require Board approval and shall be submitted in writing to the Personnel Office and Superintendent a minimum of ten (10) working days prior to the date of the regular Board meeting which immediately precedes the date the leave is to take effect.

b. All employees shall be provided written notice of opportunities to attend professional education meetings and conferences.

c. The purpose of the leave must be clearly stated in the request with sufficient detail to identify the objectives and expected outcomes from the leave.

d. Expenses of the request shall be described and, if approved, must fall within location budget allocations of the District.

e. Recommendations regarding requests for leave shall be made by the appropriate Cabinet level administrator and referred to the Personnel Office for processing in adequate time for the Board approval as required. The building principal or appropriate supervisor shall notify the employee of the approval or disapproval of the leave.

f. Employees who believe they have not been given equitable access to professional development opportunities or who believe they have been unreasonably denied permission to attend other professional development opportunities instead of planned building or district inservice may appeal to the administrator for elementary or secondary instruction, after first meeting with the immediate supervisor to discuss the matter. The administrator for elementary or secondary instruction will keep a record of such meetings and the result of the meetings, which shall be available to the Association upon request.

SECTION E - GENERAL LEAVE OF ABSENCE

Leaves of absence up to one (1) year without pay will be granted to employees for the purposes of study, travel, teacher exchange programs, working, (except for any certificated position in a public or private elementary or secondary school*), child care, in the event of layoff, or a combination of these. *This exception shall not apply to foreign certificated positions, nor to positions which the District deems to be of professional growth value to the employee, nor to substitute positions, as long as the primary purpose of leave is not for the purpose of substitute teaching.

a. All requests for General Leave must be made before May 1 of the year prior to the requested leave and are subject to approval by the Board of Directors, so as to assist in providing assignments by June 1. Later requests will be considered but may not be granted if a suitable transfer or replacement cannot be found.
b. The Evergreen School District is not obligated to grant everyone a leave of absence who requests it. In the event of a layoff, where the District could avoid layoff of a teacher by granting a Leave of Absence, the District will grant Leave of Absence requests to teach in another school district.

c. Each request for a leave of absence will be judged on its own merits.

d. The employee granted a leave of absence for a one-year period must confirm intention to return from leave with the District Personnel Office by May 1 of the year prior to that school year.

e. Upon return from approved leave, the employee shall be placed in the position last held or in a similar position if such a position is available. If the position is unavailable due to staff reduction the employee shall be placed on the seniority list.

f. The employee granted a year's leave of absence shall, upon return, be placed on the appropriate step of the salary schedule.

g. Upon request by the employee before May 1 of the leave year, the General Leave of Absence may be renewed for up to one (1) additional year.

NOTE: CHILDBEARING LEAVE: See sections A & B3

SECTION F - ASSOCIATION RELEASE

The Evergreen Education Association shall, upon written request, be granted leaves of absence. Such leaves shall be for a portion of a day or a full day. The Association president will be granted leave of up to four years; however, he/she will not be guaranteed return to the position last held if the leave extends beyond two years.

The Association shall reimburse the District for released time of the Association officer at the contracted salary and for fringe benefit costs of the officer.

Upon completion of the period of leave for Association officers, the employee shall receive credit for time spent the same as if employed by the District during the leave period. For all other purposes (i.e., sick leave accrual, transfer, layoff), the Association officer who was on leave shall be treated as if he/she had not gone on the period of Association leave. The Association president shall receive all supplemental compensation afforded members of the bargaining unit including flex days, etc., provided that inservice days designated in Article VI, Section B, would be paid for by the District when:

a. Notification, in writing to the Superintendent or designee, of intent to attend inservice training scheduled or approved by the District is given at least one week in advance of the inservice activity.

b. The inservice training is applicable to the president's previous or future work assignments within the District, as designated by the Superintendent or designee.
Article V – Leave Procedures – Continued

Extra work days, TRI activities, professional fund, and personal leave that are taken by the Association president will be the responsibility of the Association, and the Association will reimburse the District upon request for payment. The released time provided must involve an actual replacement of the Association member released, and students must not be added to the class loads of other employees in that person's school.

The request for released time must be made in writing to the Superintendent or designee a minimum of two (2) months prior to the beginning day of the school year or when the released time is to start.

Released time each school year shall be available for the Association to request leave time for officers and representatives of the Association for Association business including, but not limited to, conferences, consultant work, and preparation for negotiations, subject to the following:

a. The released days shall be with the Association representative receiving full pay and the Association paying for all costs for the substitute.

b. The request must be in writing to the principal or supervisor and the Personnel Office a minimum of four (4) school days in advance, unless this is not feasible, in which case it shall not be less than one (1) day in advance.

c. The purpose for the leave shall be clearly stated.

d. The leave shall not be granted if the principal and employee agree that the leave will be detrimental to the educational program or the individual's responsibilities. The Association agrees to make a concerted effort to assure that leaves are given to a number of members so that a single member is not required to be out of the classroom an inordinate amount of time.

e. Association leave per year shall not exceed 0.1 percent of the computed total number of days generated by the total number of bargaining unit members, as of May 1 of the previous year. If this limit appears likely to be exceeded, the president of the Association shall inform the Superintendent in a timely manner.

f. The District agrees that there shall be no court or PERC challenges to this provision during the term of the Collective Bargaining Agreement.
Article VI - Basic Work Year/Extra Days/Elementary Conferences/Emergency School Closure

F ARTICLE VI - BASIC WORK YEAR/EXTRA DAYS/ELEMENTARY CONFERENCES/EMERGENCY SCHOOL CLOSURE

SECTION A - BASIC WORK YEAR

The work year for bargaining unit employees shall be 180 days plus Learning Improvement Days provided by the state.

SECTION B - EXTRA DAYS

The extra days specified below shall be applicable to all employees on annual contracts. Employees who are part-time FTE employees (i.e., .1-.9) may work the full day on the extra days allowed and receive full per diem payment for that day. Employees who are hired after the start of the school year will not be eligible for scheduled extra days occurring before their commencement of service on an annual contract. The performance of extra days will be in accordance with RCW 28A.400.200(4) and pursuant to supplemental contracts issued thereunder.

1. ADDITIONAL WORK DAYS

Employees will work one additional day at their per diem rate. The day will be at the building site prior to the opening of the student school year. Three and one-half hours may be administratively scheduled.

2. INSERVICE DAYS

Each employee is expected to attend one mandatory inservice day prior to the start of the school year which will be a district-scheduled meeting at the per diem rate. Two optional inservice days will be scheduled annually. One of the days shall correspond to the recognized state fall (October) inservice day and the other day will be administratively scheduled. The two optional days will be paid at the per diem rate.

The employee may, with administrative approval, attend other inservice activities that will satisfy the requirements for being paid per diem for the two optional inservice days. Employees who believe they have been unreasonably denied permission may appeal to the administrator for elementary or secondary instruction, after first meeting with the immediate supervisor to discuss the matter.

In the event of double levy failure in any given year, the District will have the option of not providing any or all of the three inservice days for the subsequent year.

F-1
3. PAYMENT
Employees may claim per diem payment for the one additional work day and the three inservice days by submitting the appropriate form to the Personnel Office. The days worked may be claimed any time after the October inservice by submitting the verification form to Personnel. To be valid, the form must be submitted to Personnel no later than the August payroll cutoff date. Payment for per diem will be made in the month designated by the employee, provided that the form is received in the Personnel Office by the payroll cut-off date for that month.

4. ELIGIBILITY
The extra days specified above shall be applicable to all employees on annual contracts. Employees who are part-time FTE employees (i.e., .1-.9) may work the full day on the extra days allowed and receive full per diem payment for that day. Employees who are hired after the start of the school year will not be eligible for scheduled extra days occurring before their commencement of service on an annual contract. The performance of extra days will be in accordance with RCW 28A.400.200(4) and pursuant to supplemental contracts issued thereunder.

SECTION C – TRI ACTIVITIES

CONCEPT
The primary intent of TRI is to improve the quality of educational services available for students through the performance of compensated additional responsibilities provided by certificated staff. These TRI responsibilities will go beyond those levels possible within the basic education programs as funded by the state legislature. The legislature's enactment of RCW 28A.400.200 authorizes the District to participate in supplemental contract payments of salaries and benefits to employees who meet certain specific provisions:

1. The payment is not for services included in the mandatory daily average hours of instruction offered students within the one hundred eighty (180) day school year as is required and funded by the Basic Education Act (RCE 28A.150.220), or within any state funded in-service or Learning Improvement Days.

2. The supplemental contracts will normally be for one year and not subject to the continuing contract provisions (RCW 28A.405.240).

TIME
Each full-time employee will be provided fifty-six (56) hours to perform TRI activities during the 2003-04 school year. Effective with the 2004-05 school year, each full-time employee will be provided sixty-three (63) hours to perform TRI activities. An employee working less than full-time or less than a full school year will be provided a pro-rated number of hours based on the percentage of FTE and/or percentage of the school year worked.
Article VI - Basic Work year/Extra Days/Elementary Conferences/Emergency School Closure - Continued

A TRI activity may occur (1) prior to and/or following the one hundred eighty (180) day basic education school year, OR (2) outside of the normal on-site seven and one-half (7 ½) hours provided by the Basic Education Act, OR on any of the scheduled end-of-trimester or end-of-semester work days.

LOCATION
A TRI activity may be carried out “onsite” or offsite” as is reasonably appropriate for a particular activity.

ACTIVITIES
Activities included in the TRI program are:
1. Parent conferencing
2. Collaborative planning meetings/activities
3. Curriculum development
4. Preparation prior to the opening of the school year (maximum of two days)
5. End of term assessment/grading and preparation for the new term (maximum of two days)
6. Tutoring of students
7. Participation in the site Communication Plan for parents/patrons (All staff are expected to participate in the site plan.)
8. Other site/district authorized activities

PAYMENT
Compensation will be at the employees per diem hourly rate of pay. An employee working less than full time or less than a full school year, will have his/her compensation adjusted proportionately based on the percentage of FTE and/or percentage of the school year worked. Compensation will be paid in three equal installments in November, March, and June.

The employee will document the actual performance of time and will provide written confirmation that the requirements of the TRI Supplemental Contract have been completed by June 1.

SECTION D - PROFESSIONAL FUND

The District will allocate $660 for each full-time employee for the 2003-04 school year. The allocation will be $810 for each full-time employee for the 2004-05 school year. Part-time employees will be credited on a pro-rata basis. The fund may be used for reimbursement or compensation as specified below.

REIMBURSEMENT FUND
Use of the reimbursement fund is applicable only when related to the employee's present or potential assignment. An individual's reimbursement fund may be used to pay for instructional materials, tuition, workshops, and conference fees. Applicable restrictions for the use of the fund are identified on the Professional Fund - Claim for Expenses form which must be properly
submitted to Personnel to claim reimbursement. Per IRS regulations, any non-consumable materials purchased with professional fund money become the property of the District. Professional reimbursement funds may carry over from year to year to a maximum of $2000.

COMPENSATION FUND

Employees may elect to transfer any portion of their annual professional fund allocation to a compensation fund. To elect this option, the employee must submit the Professional Fund Election Form to Personnel by October 1. The election is irrevocable for that school year. Unused compensation funds do not carry over from year to year. The compensation fund allows the employee to be paid for non-contract time used individually or collaboratively for such professional activities as: (1) the District's strategic plan; (2) the site improvement plan; (3) the employee's professional growth plan; (4) curriculum frameworks; (5) student assessment; (6) national board certification activities; or (7) student focused activities. Compensation will be paid at the rate of $30 per hour and be subject to applicable taxes through the payroll process. Compensation funds will be paid three times per school year in December, March, and July, provided the employee has properly submitted the required Professional Fund Payroll Compensation Authorization form to Personnel.

SECTION E - ELEMENTARY CONFERENCES

Elementary conferences will be held outside of the contracted work day. In recognition of the special conferencing demands on kindergarten teachers, each full-day (2 sessions) kindergarten teacher will receive additional compensation at the base teacher salary rate or will receive two (2) days of substitute release time unless kindergarten sessions are not held during conference times.

SECTION F - EMERGENCY SCHOOL CLOSURE

The District will make a reasonable effort to notify employees as early as possible when schools will be closed or the opening of school will be delayed. Should delayed starts be later changed to closure and employees arrive on site, employees shall receive a minimum of one hour per diem.

When schools are closed early due to inclement weather, employees in the bargaining unit shall be permitted to leave immediately after all students are dismissed.

In the event that the District administration decides to delay the opening of school due to inclement weather, employees shall report thirty (30) minutes before the students arrive.
ARTICLE VII - ADDITIONAL PROVISIONS

SECTION A - TEACHER DUTIES

PROFESSIONAL

Necessary non-teaching work assignments such as record keeping shall be kept to a minimum and no work beyond the regular work day shall be assigned unless that work directly relates to the teaching assignment. Elementary teachers will not be required to serve morning or afternoon recess duty. Work assigned beyond the work day shall be limited to meetings which directly relate to the employee's instructional duties. This agreement, however, shall not preclude any employee from volunteering to participate in other school activities beyond the work day.

Elementary physical education and music begin the first student day and elementary media the second student day. Elementary physical education and music meet with classes through the 179th student day and elementary media meet with classes through the 176th student day. Each elementary principal, in consultation with the building media specialist, shall develop an end of the year schedule that will satisfy preparation time requirements for classroom teachers and provide time for necessary tasks to close the media center. Three substitute days, or the equivalent dollars in extra media teacher extended contract time or additional aide time, shall be provided for the end-of-year closure.

Employees who are, as a part of their job description, requested or required and approved by the building administrator or designee to drive students to activities and/or events shall be relieved of all personal liability, subject to Article III, Section F, paragraph 1, in connection with such an activity and shall be compensated at the current Internal Revenue Service mileage scale as of the time mileage is accrued if the employee's personal vehicle is used.

NON-PROFESSIONAL

Employees shall not be required, but may voluntarily perform non-professional assignments.

Employees who are approved by the building administrator or designee to perform non-professional assignments shall be relieved of all personal liability, subject to Article III, Section F, paragraph 1, in connection with such an assignment, and shall be compensated at the current Internal Revenue Service mileage scale as of September 1, of the current school year if the employee's personal vehicle is used.
Article VII – Additional Provisions - Continued

SECTION B - STUDENT TEACHERS AND INTERNS

Employees are under no legal obligations to the District or to a college/university involved to accept the presence of a student teacher or a September experience student. If the employee does accept this responsibility, it is done on a voluntary basis.

The college/university and the District shall not assign a student teacher or a September experience student to an employee without first contacting that employee and reaching agreement.

In the event that the employee feels the situation has become untenable, he/she shall have the right to discontinue immediately the use of the student teacher without consent of either the District or the college/university. Such discontinuance shall require a consultation at the earliest possible time between the employee, the District, and the college/university representative. The employee shall provide an explanation to the building principal, the college/university supervisor, and the student teacher involved, but shall have final determination, without coercion, as to whether the student teacher is to be reinstated.

In no case shall a newly employed (first year) employee be requested to accept a student teacher or a September experience student.

The District shall not participate in compensation of employees who accept student teachers, as this is the responsibility of the college or university. If state compensation becomes available for supervising student teachers, the parties will meet to bargain within a reasonable time.

SECTION C - RESIDUAL RIGHTS

All employees covered under this Agreement who participate in a District program for the production of tapes, publications, or other educational materials for the District shall be compensated at District expense. All materials produced shall remain in the public domain, unless waiver agreements are reached.

Employees who produce or write professional education materials on their own time without compensation or use of District equipment or materials retain the rights to copyright any such materials.
ARTICLE VIII - INSTRUCTION

SECTION A - SCHOOL OPENING STAFF ORIENTATION

If there is any orientation of new employees, there shall be adequate opportunity for participation by Association representatives.

SECTION B - STUDENT/TEACHER RATIO AND MAXIMUM LOAD

1. ELEMENTARY SCHOOLS

The average student/teacher ratio shall be established at 24:1 in each of the elementary schools of the District. In determining the average student/teacher ratio, the following teachers and specialists will be excluded: K-5 elementary physical education specialists, K-5 music specialists, Student Assistance Specialists, and K-5 media specialists. The ratio shall be established at kindergarten, grades 1-2, and grades 3-5 (referred to as grade bands).

The District shall ensure maintenance of the ratios listed above by adding at the administration's discretion (a) either additional teaching personnel or aide time of four hours per building per level whenever the ratio reaches 25:1 at a specific grade band, or (b) additional certificated personnel when the ratio reaches 27:1 in any building at a specific grade band for five consecutive days.

In addition, when the grade band ratio has not triggered relief, if individual classrooms in grades 1-5 reach 27 students for five consecutive days, 1 hour aide time/day/classroom will be provided. Additional assistance will also be available when activities that cause increased employee workload occur, such as report cards, parent conference time, QRIs, and DRAs time. That assistance may be substitute time, assistant time, or another approach that is acceptable to the employee(s) and District. The request for this assistance should be made by the teacher to the building administrator.

The maximum class load in individual classes shall not exceed the following: K at 24, 1-2 at 31, and 3-5 at 32. The teacher and the principal shall confer on the method of relieving the overload. (If they cannot agree, they may each make a recommendation.) The principal shall forward the recommendations(s) to the elementary education supervisor. It is our belief that the ratio language will make this maximum class language irrelevant, and we jointly believe that a healthy, productive learning environment cannot be provided if classes approach the limits listed.

When the kindergarten limit is exceeded, the following shall happen no later than the sixth working day: (a) The District will provide two hours of aide time whenever a kindergarten has 25-28 students for five consecutive teaching days. A new teacher will be added whenever a kindergarten has 29 students for five consecutive teaching days.

Grade level, workday and class size limits may only be exceeded on an ongoing basis (trimester or yearly) when an employee provides written authorization to exceed the contractual guidelines for that period of the agreement and a supplemental contract is provided for that period and the specified overage.
2. ELEMENTARY SPLIT CLASSES

If there are any split classes in grades K-5, that individual class size will not exceed 26:1.

3. ELEMENTARY MUSIC AND PHYSICAL EDUCATION

Elementary music and physical education specialists assigned to meet with more than 42 class sections in a normal week shall be paid an additional pro-rata portion of their individual base salary, 1/42 for each additional class assigned during the week for as long as the overload is assigned to that specialist. Elementary music and physical education specialists who are assigned to meet with fewer than 40 class sections per week may be assigned additional classes.

4. ELEMENTARY MEDIA

Elementary media specialists may be assigned up to 26 sections in a normal week. When the load reaches 27 sections per week, an itinerant media specialist will be assigned to the building.

5. SECONDARY

The maximum student load shall be 36 students times the number of contact class times at the high school level. At the middle school level, the maximum student load shall be 35 students times the number of contact class times. At the sixth grade, the maximum student load will be 32 students times the number of contact class times. When the maximum students per day is exceeded by a multiple of two (2) per period or ten (10) per day, appropriate adjustments shall be made to reduce the maximum load to 170 (high school) or 160 (middle school). The maximum class load at the middle school level shall be thirty-five (35) students. The maximum class load at the high school level shall be thirty-six (36) students in the second, third, and fourth quarters. Secondary English as a Second Language classrooms shall be provided one hour of aide time for each student in excess of 25. These maximum student/class loads shall not apply to music or physical education teachers for whom new maximums have been established as follows:

MUSIC

VOCAL
Advanced Choir 65 students per class
Intermediate Choir 45 students per class

INSTRUMENTAL
Advanced Band 75 students per class
Intermediate Band 65 students per class

The maximum student load for a music teacher shall not exceed the sum total of the
individual maximums for each of the teacher's classes. The individual class maximum at the high school level shall apply only to the second, third, and fourth quarters of the school year.

The maximum number of students in a team-taught class shall be 50 per teacher, with the exception of Advanced Band classes. Advanced Band classes shall have no maximum number of students when team taught, providing students meet proficiency requirements appropriate to the group.

If a teacher is assigned to teach one or more classes outside of music, the class loads for the classes outside of music will be pro-rated, adhering to the limits set forth in the Collective Bargaining Agreement.

PHYSICAL EDUCATION
High School 37 students maximum per class
175 students (maximum student load)

Middle School 36 students maximum per class
165 students (maximum student load)

The maximum high school physical education class load of 37 (36 at middle school) is an absolute load. However, the individual class maximums at the high school level shall apply only to the second, third, and fourth quarters of the school year.

6 NURSES:
   a) The District shall maintain a nurse case load of no more than 1700 students per each 1.0 FTE nurse.
   b) The nurse time involved in teaching the teen parent program at the Alternative Learning Center shall be the only nurse time not counted in this ratio
   c) Kindergarten and preschool students shall count as 1.0 head count students.
   d) Annually a pool equivalent to 10 supplemental contract days per 1.0 FTE shall be made available for school nurses in order to develop Individual Health Plans for students with life-threatening illnesses in accordance with WAC 180-38-045. Each nurse may access this pool, based on the individual nurse's case load, as agreed upon with the Manager of Student Support Services.

7 SPECIAL EDUCATION - General Statements
   a) An efficient computerized method will continuously be explored to lessen due process paperwork.
   b) Every effort will be made to provide common planning periods to improve collaboration with general education teachers around commonly shared students.
   c) A time analysis system (SETF 1999) will continue to be explored to assist in quantifying the various activities performed by each of the disciplines within Special Education to help assure that workloads and future assigned duties will remain reasonable and equitable.
   d) Procedural guidelines are further explained in the Special Education Handbook as identified in Article 8 section K.
   e) The Special Education Task Force (SETF) met in 1999. The Special Services’ team
(representing special education staff) shall continue to meet each year and discuss issues of mutual concern with representation as identified in the special education handbook.

f) DEFINITIONS:
   i) Class size refers to the head count in a classroom during any given class period.
   ii) Case load refers to the number of students for which a staff member is providing services and IEP management.
   iii) Class list refers to the student list given on a monthly basis to each certificated special education staff member identifying the students receiving their services each month.
   iv) An IEP manager arranges and coordinates the IEP.
   v) A case manager coordinates the process of the student’s initial eligibility, re-evaluation and continuing eligibility.
   vi) A caseload teacher is the Special Education teacher who is responsible for the implementation of IEP services.
   vii) Level of Need refers to the student’s skill levels on the level of need rubric. (Appendix A-6)
   viii) Staffing Factor Formula (SFF) sheet describes how to calculate staffing in classrooms. (Appendix A-7) based on a level of needs sheet and a factor calculation sheet.

b) Caseloads for elementary and secondary Basic Skills, Learning Support and CBC Special Education teachers will be calculated using the level of needs of each student eligible on a current monthly class list.
   i) The student’s level of need is tied closely to the time and services written on the IEP:
      (1) The time and services are determined by the IEP team.
      (2) The student’s staffing factor is derived from the Level of Needs rubric. The staffing factor will be determined after the completion of the student’s IEP.
      (3) A student’s staffing factor cannot be lessened or arbitrarily changed without a new team meeting, but must continue to reflect IEP identified needs.
      (4) A team member needing assistance in establishing the level of need of a student should contact the other service providers and/or their Special Education liaison.
   ii) Each Level of Need is assigned an FTE factor which will be used in determining total teacher staffing FTE for individual buildings, using the Staffing Factor Formula sheet. (Appendix A-7).
   iii) Caseloads for Behavior Disordered, HOH classrooms and Preschool classrooms will be determined by headcount. Level of need rubrics will be explored and developed for future use.

8 SPECIAL EDUCATION STUDENTS IN REGULAR CLASSROOMS

i) For the purpose of determining student/teacher ratios and maximum loads in Article VIII, Section B, the following methods will be used to count special education students who are served in the regular classroom part of the day:

   (1) ELEMENTARY: Special Education students are counted as 1.0 FTE for both the average student/teacher ratio and the individual class size limit if they are in the regular elementary education classroom for half or more of the day. If they are in the regular elementary education classroom for less than half of a day, they shall count as .5 FTE as long as:
      (a) they are served in the regular education classroom on a regular basis for
Article VIII – Instruction - Continued

some period of time daily, and
(b) —they are not the first special education student assigned to the regular education classroom on a regular basis for less than an hour per day.

(2) SECONDARY: Special Education students are counted as 1.0 FTE if they are part of a high school or middle school teacher's class enrollment for a period.

b) The intent is to assign such special education students equitably to regular education classrooms unless a grade-level team decides otherwise, in which case the factored student formula listed above for students in the classroom less than half-day shall not apply and a strict pro-rata counting will apply (based on the percentage of the total school day the child spends in the regular education classroom).

9 SPECIAL EDUCATION CLASS LOADS:

a) Basic Skills, Learning Support and CBC Teacher staffing is calculated using the Level of Need Rubric on the Staffing Factor Formula sheet (Appendix A-7). See example of calculations in the Special Education Handbook Addendum.

<table>
<thead>
<tr>
<th>Teacher Factor</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Level I Elementary Learning Support</td>
<td>.044</td>
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<tr>
<td>Level I Secondary Basic Skills</td>
<td>.036</td>
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<tr>
<td>Level II</td>
<td>.07</td>
</tr>
<tr>
<td>Level III</td>
<td>.11</td>
</tr>
<tr>
<td>Level IV</td>
<td>.15</td>
</tr>
</tbody>
</table>

b) Students served in the following specialized programs will be staffed at:

*Preschool 8 - 12 students per session (with a limit of 16 per day)
*Deaf/Hard of Hearing 8 students per 1 FTE
*Behaviorally Disabled 11 students per 1 FTE at Elementary
15 students per FTE at Secondary

10 SPECIAL EDUCATION TEACHER OVERLOAD

a) Conversion information: 0.1 FTE teacher time equals 1.25 hours of staff assistant time.

b) Building Special Education classroom caseloads will be reviewed monthly based on class lists generated for that month.
   i) Class lists will be distributed to certificated staff no later than the 10th SCHOOL day of the month.
   ii) Students must be on the class list count by the 1st school day of each month to be included in that month for staffing. This is true for itinerant staff also. Any student counted as overload must have a current evaluation and current IEP as of the 1st school day of that month.

c) The "caseload teacher" (the Special Education teacher who is responsible for the IEP on the monthly service report) who is affected by an overage will make the initial recommendation to determine whether to convert additional staff assistant time to certificated time or vice versa to meet student needs. Decisions made at the District level contrary to the Teacher's recommendation will be delivered in writing with justification.

d) The caseload teacher is responsible for meeting the IEP requirements of his/her caseload, therefore, it is the caseload teacher's right to help determine how any additional certificated or staff assistant time will be deployed.
Article VIII - Instruction - Continued

e) When students on a teacher's caseload generate an increased workload and thereby an increased allocation of teacher time, and part of the student's IEP program is provided by another Special Education teacher, any decision on utilization of staff assistant time will include consideration of the impact on all teachers.

f) The Basic Skills/Learning Support teacher or staff assistant staffing allocation reflects all Basic Skills/Learning Support students in a building. Staffing for Basic Skills/Learning Support is not determined on an individual teacher classroom basis. The total building staffing is the sum of staffing factors for all Basic Skills/Learning Support students in the building. Each building has the ability to determine their implementation of staffing within the total staffing provided.

g) When the factoring ratio limit for a 1.0 FTE Special Education teacher exceeds the maximum, or if there is a teacher, district or association concern regarding the workload resulting from the student load, a staffing conference will be held within 5 school days following class list distribution. Meeting participants shall include the teacher, a building liaison and upon request, a mutually agreeable department ombudsman. The purpose of the meeting is to select appropriate alternatives to remedy the situation.

h) One of the following shall happen no later than the 6th working day: OPTIONS include but are not limited to:
   i) Provide additional staff – teacher or staff assistant per contractual agreement
      (1) If any existing teacher is less than 1.0 FTE, additional time will be offered and added to that teacher with their agreement.
      (2) Additional staff assistant time is the 1st option when teacher overload FTE is between 1.0 FTE and 1.5 FTE if there is no teacher to hire.
      (3) If additional staff assistant time is selected as an alternative, then the teacher will receive overload pay from the sixth school day of overload after the class list distribution until the additional assistant time starts in the classroom. Overload pay equals a pro rata share over normal classload limits times the per diem of the staff member.
   ii) The district will make every effort to hire a new teacher whenever the classroom generates .5 FTE over current teacher staffing.
   iii) Substitute release time will be considered for Program and IEP planning for teachers over their contract limit students.
   iv) As last recourse, additional compensation will be offered to a teacher in sustained overage situations of more than .5 FTE. If no other teachers can be hired, compensation will be at a % ratio of the workload times their per diem, up to .2 FTE additional caseload per person. No staff will be asked to work more than an additional .2 FTE contract in this manner. Sustained overages generally mean a position has been posted and unfulfilled for more than 20 school days.
   v) Other mutually agreeable options not listed.

11 STAFF ASSISTANT HOURS STAFFING
The following guidelines will be considered when assigning staff assistant time to Special Education for individual buildings and specialized programs:

   a) Each CBC, Learning Support or Basic Skills classroom will be staffed with assistant time based on the student level of need. The exception being when the headcount in that building does not generate their first full time teacher. Hours will be added to the less than 1.0 FTE teacher before consideration of adding assistant time.
   b) Individual Staff Assistant time assigned to a student(s) – i.e. 1:1 or 1:2, are not to...
be counted in this formula but are in addition to any classroom allocated time, since the
time is devoted exclusively to this one student. Their contribution to the classroom mix is
deleted for calculation of classroom staff assistant time only.

Staff Assistant Factor for Classrooms
Hours generated per student by level

<table>
<thead>
<tr>
<th>CBC, Basic Skills and Learning support</th>
<th>Level I Elementary</th>
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</tr>
</thead>
<tbody>
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<tr>
<td></td>
<td>Level II</td>
<td>0.44</td>
</tr>
<tr>
<td></td>
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</tr>
<tr>
<td></td>
<td>Level IV</td>
<td>1.85</td>
</tr>
</tbody>
</table>

| BD students - Elementary               | 6-12 hours per 11 students |
| BD students - Secondary                | 6 hours per 12 students    |

| HOH students                           | 1 6 hour staff assistant minimum. Additional interpreter/staff assistant time as determined by IEP identified need |

| PRESCHOOL                              | 3 hours per session |

c) When teacher FTE in a building is at the level generated by the student Staffing Factor Formula worksheet factors, OR the student's service providers determine there are additional student needs based on IEPs that need to be met, a process will be in place enabling a building to make a request for specific additional assistant time for individual students or groups of students. These requests will be presented to the Director of Special Services for review and approval based on

i) Safety needs
ii) Physical needs
iii) Extenuating circumstances

12 ITINERANT STAFF

a) When any Special Education itinerant professional group is over collective caseload limits for their department and are not able to hire up to their full contractual staffing levels after 20 school days of unfilled open posted positions, according to ratios or caseloads, due to the lack of qualified applicants in their professional pool, the following will happen:

i) additional compensation will be offered to professionals in that group, as first recourse, to accomplish that additional work at a % ratio of the workload times their per diem, up to .2 FTE additional caseload per person. No staff will be asked to work more than an additional .2 FTE contract in this manner.

ii) Services that can only be provided by certificated staff will continue to be provided by that itinerant professional group and it may be necessary to contract outside of the district to fulfill legal IEP obligations while an in-district position is being advertised and is not yet filled.

iii) In addition, if staffing is still not achieved in that itinerant professional area, and the remaining work still not covered, then a new classified position may be
created to attempt to relieve the staffing workload overage, providing professional licensure and practice laws allow this, while waiting for the open certificated position to fill. This would allow for the remaining professionals in that area to continue to provide direct student services in their professional certificated area.

(i) Activities such as paperwork, scheduling, filing of reports, etc. could be given to this new position, that any qualified and knowledgeable employee could apply for and fill.

b) To maintain manageable case loads for itinerant staff, considering the handicapping condition of students, the following class limits for case loads in special education are as follows:

i) Adaptive PE
(1) 1.0 FTE APE teachers assigned to only 1 building will have no more sections than the elementary general education PE teachers. They will be paid an additional pro-rata portion of their individual base salary for each additional class taught during a normal week for as long as the overload is assigned to that specialist.
(2) One section = 30 minutes of student contact time
(3) For each additional school assigned to the itinerant APE teacher, an appropriate decrease of student sections will be determined based upon:
   (a) travel required due to student cluster and enrollments
   (b) availability of gym space in assigned buildings
   (c) combination of elementary and secondary schedules
   (d) building determined block schedules that decrease spaces in the building for APE time
   (e) material setup and take down for items moved from school to school throughout the day or required to be moved into or out of the gym area for the assigned students.
   (f) preparation of APE materials for unique populations
   (g) the number of assessments required including yearly IEPs, evaluations, re-evaluations, progress reports, transfer students, non qualifiers, and initial eligibility testing.
   (h) parent contact documentation and requirements
   (i) designing, fabricating and/or ordering of materials for unique students.

An APE teacher serving approximately 6-8 schools mixed elementary and secondary will serve 32-37 sections per week.

ii) Speech/Language Pathologist
A full-time Speech/Language Pathologist providing service to the buildings will not be expected to carry a case load greater than 50 students. A reasonable effort will be made to continue to decrease this load to more manageable levels.

The individual loads will depend on several factors including, but not limited to:
(1) degree and type of disorder
(2) travel required and student cluster
(3) amount of time required for inservice and consultation with parents and teachers
(4) aide time
(5) model of service delivery needed
(6) number of assessments required
(7) other required duties including, but not limited to: preparation of materials, parent contact documentation, and IEPs.

iii) OT/PT Staff
A full-time occupational or physical therapist will not be expected to carry a case load of more than 16 to 18 students for individual treatment, depending upon the severity of the students' handicapping situations. Consultative case loads will be determined on a need basis. Supervision of COTA or PTA licensed staff will follow state licensure laws.

Individual case loads will vary depending on the following:
(1) the degree and type of dysfunction of students served
(2) travel required and space availability
(3) number of assessments required as part of the multi-disciplinary team
(4) amount of time spent providing consultation and in-service training to parents and staff members
(5) other required duties including, but not restricted to:
(a) designing, fabricating and/or ordering adaptive equipment
(b) parent and community contact
(c) documentation as required

iv) School Psychologist
Guidelines to maintain manageable work loads:

(1) Each school psychologist shall be limited in assigned responsibility to not more than three (3) elementary OR two (2) secondary schools maximum based upon the ratio listed below.

(2) A reasonable case load is one psychologist for every 1250 elementary students, or 1500 secondary students. This is not to be interpreted as meaning that for every 1250 elementary students or 1500 secondary students, a school psychologist must be employed, but that he/she should not be assigned to more than 1250 elementary students or 1500 secondary students.

(3) School Psychologists will be responsible for their professional assessment areas, and case management of students for eligibility and program placement, except for Motor Team only or CD only service students. They will also be responsible for BAT coordination and other Special Education building coordination duties as agreed upon within the BAT team.

SECTION C - EMPLOYEE LOAD

Employees shall not be assigned, except in accordance with the regulations of the State Board of Education, to subjects, grades or other classes outside their teaching certificates, their major/minor field of study and/or qualifications in specialty areas.
General education split grades assignments shall not be given to an employee with less than three (3) years of experience or commensurate training, unless there are no employees within the building who meet the experience or commensurate training criteria. The employee also has the option of refusing the assignment. In the event that all qualified employees in the building refuse the assignment, the principal then has the right to assign an employee to the split grade position.

The District shall not require more than three preparations be given to a Grades 6-12 secondary employee during any term. The preparations shall be no more than two (2) subject fields, unless agreed to by the employee.

Acceptance or refusal of such a request shall not be grounds for any action by the District with regard to assignment evaluation, transfer, advancement, working conditions and/or employment recommendations. Acceptance or rejection of such a request shall not result in any action by the Association.

Reasonable efforts within the physical structure of each building shall be made to insure that no employee shall be assigned to more than three (3) teaching stations. If the employee is assigned to three (3) teaching stations, it shall be in the same section of the building.

Adequate space, a teacher's desk with ready access to a networked computer workstation, and a file cabinet shall be provided for that employee at each teaching station.

In each building, itinerant staff will be provided an appropriate teaching station. This will include the use of a teacher desk, student desks as needed, ready access to a confidential networked computer workstation, adequate filing cabinet space, and appropriate supplies. In some cases sharing may be necessary due to a severe lack of space. A secure telephone will be readily available to provide privacy necessary for discussions of a confidential nature.

Each classroom, including gymnasiums, shall have access to immediate two-way communication with the school office.

SECTION D - PLANNING TIME

Each full-time classroom teacher on the secondary level shall receive one (1) general class period during each student day for the purpose of planning, holding conferences, and carrying out duties normally associated with their teaching assignments.

Each full-time classroom teacher, including all Special Education teachers, teaching grades Preschool - 5 shall receive a minimum of 150 minutes planning time per normal week to come from within the typical student day. (See Letter of Agreement for additional 90 minutes/week under the P-5 Planning Time Pilot.)

Elementary specialists (PE & Music) and all itinerant staff will get 150 minutes planning time per typical week, exclusive of any travel time between sites where classes meet, break time, setup/take down time (for itinerants) or WAC time.

Employees shall not be required to teach or "cover" classes during their planning time, unless there is a legitimate emergency student need in a classroom due to the lack of substitute availability. They will be compensated using the approved method. See Special Education
Compensation will be at the following rate:
- $18 for a missed elementary planning period (30 minutes)
- $30 for a missed secondary class period planning time.

SECTION E - CLASSROOM VISITS

To provide parents, guardians, patrons, and other visitors the opportunity to visit classrooms with the least interruption to the teaching process, the following guidelines are set forth:

1. All visitors to a school shall first go to the school office and meet with a building administrator.

2. Parents or guardians may visit their child's classroom after consultation with the principal and employee.

3. Patrons of the District may visit classrooms by mutual agreement of the principal and employee and after consultation with a building administrator regarding the appropriateness of the visit.

4. Others may visit classrooms upon written request at least one (1) school day prior to the proposed visitation.

5. An employee shall have the opportunity to confer with a classroom visitor before and/or after the visit, at the employee's option.

SECTION F - INSERVICE TRAINING AND STAFF DEVELOPMENT

INSERVICE TRAINING

The District shall establish procedures for providing inservice experience for employees. College credit and clock hours obtained that are recognized for placement on the state LEAP schedule shall also be recognized for placement on the District salary schedule.

The District will provide 30 clock hours of inservice training per year that may be taken by employees without payment of a class registration fee. A fee for recording the clock hours and/or any fees or tuition payments for obtaining college credit shall be the responsibility of the employee. A committee shall be established consisting of at least one (1) elementary teacher, one (1) secondary teacher, and one (1) specialist, (1) Special Services representative and three (3) members selected by the District (including the District Staff Development Administrator). Employee participants shall be appointed by the Association president annually and may serve more than one year. The committee shall meet on a regular basis during the school year. District release time or additional paid time shall be provided for approximately half of the meeting time.
Article VIII – Instruction - Continued

The responsibilities shall include:

a. Assist the District staff development administrator in determining individual needs for professional growth.

b. Establish goals for a program of additional professional growth opportunities for individual teachers.

c. Plan additional inservice opportunities to respond to individual needs for professional growth.

d. Evaluate programs and inservice opportunities established under #c above.

e. Conduct and evaluate an annual survey to determine inservice needs for the coming year. The committee shall review the survey results by April 30 of each year. The committee shall provide each employee a program of courses by October 30 that could be offered during the year.

SECTION G - STUDENT DISCIPLINE

It is recognized that every employee has the right and responsibility to expect acceptable behavior in the maintenance of a sound learning environment on the part of all students who attend the District's schools. Discipline shall be enforced fairly and consistently regardless of race, creed, sex or status. Such rights and responsibilities shall be in accordance with RCW 28A.600.020, and WAC 180-44-020, as amended, and other related laws and WACs.

In the case of misconduct or insubordination, when the employee deems it necessary he/she may recommend to the immediate supervisor a pupil's suspension or expulsion from school. When action to suspend or expel is taken, appropriate notice shall immediately be sent to the parents or guardian of the pupil. Before readmittance to class, the building administrator shall review behavior expectations with the student and shall provide the teacher with a written statement specifying those behavior expectations.

The Board and Superintendent shall support and uphold employees in their efforts to maintain discipline in the District. Further, it shall be understood that the authority of employees to use prudent disciplinary measures for the safety and well-being of pupils and employees is supported by the Board. In the exercise of authority by an employee to control and maintain order and discipline, the employee may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal and state laws or regulations. The District agrees to indemnify and hold harmless employees for action taken under terms of this section.
Article VIII - Instruction - Continued

SECTION H - BUILDING BUDGET REVIEW COMMITTEE

The Budget Committee shall establish priorities and allocations within the building budget for purchasing instructional supplies, materials, and equipment in accordance with the instructional program criteria and District goals. Instructional program priority criteria shall be provided to the Building Budget Committees through the principal. Categorical funds which have allocations prescribed by law are excluded from these provisions.

A Budget Review Committee shall be established in each school building. Membership shall be for a school year. The committee shall consist of the principal or administrator, a specialist, and a representative body of staff members selected by their colleagues as their representatives at the elementary level and department leaders at the secondary level. Grade levels and/or disciplines are responsible for assuring their representation on this committee. The committee at the special education building shall consist of an administrator and the department heads of each discipline. The administrator or designee shall chair the meetings. The administrator shall have the primary responsibility for the administration of the building budget. The committee shall establish a process and timeline for employees to submit, in writing, their needs for supplies, materials, and equipment for the following year. At the Vocational Skills Center each individual program and staff member will have the opportunity to propose a budget for supplies and instructional materials each year; that budget will be reviewed by an Advisory Committee and the Vocational Skills Center Director, prior to review and a final decision made by the Administrative Council.

A monthly financial statement accounting for each school building shall be distributed to the principal. The principal is responsible for disseminating this information to the entire staff. The term "school building" is defined as any building in which instruction and/or special education assessment takes place.

After the Committee has prioritized and allocated the needs in accordance with instructional program criteria and District goals, the principal shall forward these requests intact to the Superintendent or designee.

If for any reason the Superintendent or designee should modify priorities and/or allocation requests, the Superintendent or a designee shall consult with the Building Budget Committee and review the modification.

SECTION I - MULTI-LEVEL TEXTBOOKS AND MATERIALS

Department Chairpersons and individual employees may recommend to their Building Budget Review Committee or to their building principals the purchase of multi-level textbooks and materials to be considered for purchase from building and division discretionary funds.

SECTION J - SPECIAL EDUCATION HANDBOOK

Special Education policies and procedures shall be made available to all employees each school year at each school building by October 15 of each ensuing year.
Article VIII – Instruction - Continued

The minimum contents of this handbook shall be:

1. District procedures and guidelines for referring students for special education and other specialized services

2. Criteria for qualification of students or selection of students for receipt of special education and other specialized services

3. District procedures and guidelines for the preparation, formation, and implementation of Individualized Education Programs (IEPs)

4. District guidelines regarding the establishment, composition, and responsibilities of the multi-disciplinary teams (MDTS)

5. District forms used in the special education referral, placement, and programming of students

6. Appeal procedures for students, parents, and staff

7. Other information which will make it possible for all staff to function in compliance with applicable laws, regulations, and policies regarding special education and other specialized programs.

SECTION K - MENTOR TEACHER PROGRAM

The parties acknowledge the District's obligation to administer the Beginning Teacher Assistance Program in accordance with the requirements set forth by the office of the Superintendent of Public Instruction. This Article remains in effect only so long as special state funding is provided to cover the costs of the program.

The role and responsibilities of the Mentor Teacher and Beginning Teacher in the Beginning Teacher Assistance Program will be in accordance with WAC 392-196. Participation in the Beginning Teacher Assistance Program shall be voluntary for Bargaining Unit members.

ALLOCATION OF FUNDS

Each Mentor Teacher shall receive an annual stipend in accordance with chapters 392-196-020 and 025.

Each Beginning Teacher shall receive a stipend in accordance with chapter 392-196-040, 045 and 050.

Each Mentor and Beginning Teacher shall attend and be reimbursed by the District for travel expenses for the SPI-sponsored workshops for this program in accordance with chapter 392-196-060 (4) and (5).

Each Mentor and Beginning Teacher shall be provided at least three days of release time to be
used to facilitate the program in accordance with chapter 392-196-060 (6), (7), and (8).

THE SELECTION PROCESS

Mentor Teachers shall be selected by the District. Pursuant to RCW 41.59.040, classroom teachers representing the unit shall participate in the Mentor Teacher selection process in accordance with WAC 392-196-035.

Mentor Teachers shall be recommended by a joint screening committee composed of two (2) District and two (2) Association appointed representatives.

All teachers in the District shall be notified in writing of the program, application process, and selection procedures, and the positions of the beginning teachers. Such notification shall be made as soon as possible following notification of SPI of those eligible for the program.
Article IX - Employee Staff Reduction and Recall

SECTION A - PROCEDURES FOR STAFF REDUCTION

In the event the Board of Directors adopts a reduced educational program by reason of financial necessity, including, but not limited to, levy failure or decreased state support, those teachers and other non-supervisory employees (collectively "employees" herein) who will be retained to implement the District's reduced or modified program and those who will be terminated from employment or adversely affected in contract status will be identified by using the following procedures:

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

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

3. Employment Categories. The following categories and specialties are established to ensure the qualifications of personnel assigned to retained positions.

   a. Elementary teachers will be listed for retention in one category (K-5). Elementary teachers shall include classroom teachers only.

   b. Secondary teachers (6-12) will be listed for retention by endorsement areas or teaching specialties such as: Science, Mathematics, Social Studies, Language Arts, Music, Arts and Crafts, Physical Education, Health Education, Spanish, French, German, Special Education, Non-Vocational Business Education, Driver Education, and Industrial Arts.

   c. Vocational Education teachers (including Skill Center) will be listed for retention based upon the teaching area authorized on the vocational Educational Certificate.

   d. Other employees will be listed for retention according to their endorsement areas or specialties including the following: Counselors, Psychologists, Elementary Media Center Specialists, Elementary Special Education Teachers, Elementary P.E. Specialists, Elementary Music Specialists, Speech/Language Pathologists, Secondary Media Center Specialists (includes Librarians), Secondary Audio Visual Specialists, Reading Specialists, School Nurses, Occupational Therapists, Physical Therapists, Student Assistance Specialists, Substance Abuse Coordinators, ESL teachers, and Adaptive PE.
Article IX – Employee Staff Reduction and Recall – Continued

e. Employees on leave will be listed for retention as if they remained in the classroom.

4. Retention by Employment Category. Each employee will, in accordance with the criteria set forth in paragraph 5 hereof, be listed for retention in the categories or specialties appropriate to the position held at the time of the implementation of these procedures. For the purpose of this paragraph, an employee is currently performing in any given category or specialty if .4 FTE or more of such employee's assignment is devoted to such category or specialty. Employees shall also be listed for retention in such additional categories or specialties as any such employee may designate in writing to the Superintendent or designee, provided, that in order to qualify for consideration in any such additional category, the employee must have had a minimum of one (1) year full-time professional experience* in each such additional category.

*Employees who, by part-time assignments, have accumulated the equivalent of one (1) year of full-time experience in an additional category satisfy the requirements of this paragraph with respect to such additional category.

5. Selection Within Employment Categories. Employees shall be considered for retention in available positions within the employment categories or specialties for which they qualify under paragraph A4. In the event that there are more qualified employees than available positions in a given category or specialty, the following criteria shall be used to determine which employees shall be recommended for retention:

a. Total seniority as an employee shall be the basis for retention for those categories and specialties identified in paragraph A3 above. Within each such category or specialty the employee(s) having the greater seniority shall be recommended for retention. In the event of a tie, Evergreen FTE teaching experience will be the first tie-breaker. In the event ties remain, the employee(s) having the highest number of credits as recorded in the Personnel Office on October 1st of the current school year shall have preference. If ties remain, the employee(s) to be retained shall be determined by drawing lots among the employees who tie.

b. "Seniority" within the meaning of this paragraph shall mean total FTE years of certificated experience in the State and number of years of out-of-state experience recognized by the District for salary purposes.

6. Action by Superintendent. The provisions of paragraphs A1 through A5 above shall be implemented on or before May 15 of the school year prior to the school year in which any staff reductions may be necessary. The Superintendent shall take such action as may be required by statute to non-renew or adversely effect the employment contracts of affected employees.


a. All employees who are not retained in accordance with these procedures shall be terminated from employment and placed in an employment pool for possible re-employment for a period of up to 15 months, which would conclude November 30th of the year following the lay-off. Employment pool personnel will be given the opportunity to fill open positions within the categories or specialties identified in paragraph A3 for which they are qualified under paragraph A4. If more than one such employee is qualified for an open position, the criteria set forth in paragraph A5 shall be applied to determine who shall be offered such position.
b. It shall be the responsibility of each employee placed in the employment pool to notify the Superintendent or designee in writing by March 15 in order to remain in the employment pool. If such notification is not received, the employee's name shall be dropped from the employment pool.

c. When a vacancy occurs for which person(s) in the employment pool qualify, notification from the District to such individual will be by certified mail or by personal delivery. Such individual will have five (5) calendar days from the receipt of the letter to accept a position. If an individual fails to accept a position of FTE equivalent to that from which they were laid off, such individual will be dropped from the employment pool.

d. The District will utilize employment pool personnel as substitutes on a first priority basis.

SECTION B - ADMINISTRATIVE PROCEDURES

It is recognized that employees of the District holding administrative or supervisory positions and not included in the Bargaining Unit covered by this Agreement may be eligible, under applicable Board Policy and Administrative Procedures, for retention in one or more of the employment categories identified in paragraph A3 above.
Article X - Grievance and Arbitration Procedure

J  ARTICLE X - GRIEVANCE AND ARBITRATION PROCEDURE

"Grievance" shall mean a specific complaint filed in writing by an employee wherein it is alleged that there has been a violation, misinterpretation or misapplication of a specific provision of this Collective Bargaining Agreement between the District and the Association, and the policies, rules, regulations and procedures of the District, and administrative directives. Grievances submitted to arbitration shall be limited to the violation, interpretation, or application of specific contract language contained in this Agreement.

"Grievant" shall mean an employee of the District or the Association.

"Employee" and "Association" shall have the meaning as defined in the Exclusive Recognition section of this Agreement.

"Days" shall mean contracted work days in the official calendar for employees, except when a grievance is submitted on or after June 1, "days" shall consist of all week days except holidays so that the matter may be resolved before the close of the school term or as soon as possible thereafter. The number of days indicated at each step shall be considered a maximum, and every effort shall be made to expedite the process, except that, by mutual consent of the grievant and person or persons by whom the grievance is being considered, may extend the time limit. Grievances may be submitted during the summer vacation period.

All grievances must be filed within twenty (20) days of the alleged occurrence, or knowledge of occurrence.

PROCEDURE

Every effort shall be made to resolve a personnel problem or a potential grievance, through private and informal discussion meetings between the grievant and the immediate supervisor. If such processes fail to provide an acceptable adjustment of the grievance, however, then the grievance may be processed as follows:

Step 1. If the employee is dissatisfied with the outcome of the informal private discussion(s), he/she may initiate the formal grievance procedure at Step 1 by presenting a Grievance Review Request Form [Appendix A (3)] to the immediate administrative supervisor. A formal conference shall occur within five (5) days of the receipt of the written request by the immediate administrative supervisor. Every effort should be made in the formal conference to develop an understanding of the facts and the issues in order to create a climate which will lead to a solution. Additional formal conferences may be held at Step 1 by mutual agreement between the grievant and the immediate administrative supervisor. Additional conferences shall not alter time lines. A written response shall be given to the grievant by the immediate administrative supervisor within five (5) days after the initial formal conference and a copy shall be filed with the Superintendent and the Association. The grievant may be accompanied by a representative of the Association and
shall notify the immediate administrative supervisor of intent to bring a representative prior to the conference. If the grievant chooses to have an Association representative present, then the immediate administrative supervisor may have another person present.

Step 2. If the grievance is not adjusted to the satisfaction of the grievant under Step 1, within five (5) days after the receipt or five (5) days after the due date for receipt of the reply in Step 1, the grievant may refer the grievance directly to the personnel administrator. The personnel administrator will assign the grievance to the appropriate Administrative Service Center administrator for review and informal hearing at Step 2. The informal hearing at Step 2 shall occur within ten (10) days of the receipt of the Grievance Review Request Form by the personnel administrator. A written response shall be mailed to the grievant by the designated Administrative Service Center administrator within five (5) days after the initial informal hearing. The grievant may be accompanied by a representative of the Association and shall notify the Administrative Service Center administrator prior to the hearing. If the grievant chooses to have an Association representative present, then the Administrative Service Center administrator may have another person present.

ARBITRATION

If a grievance concerning the violation, interpretation or application of specific Agreement language has not been adjusted to the satisfaction of the grievant at Step 2, within ten (10) days after the receipt or ten (10) days after the due date for receipt of the decision at Step 2, the grievance may be submitted by the Association to final and binding arbitration. Such arbitration shall be conducted by an arbitrator under the rules and administration of the American Arbitration Association. The parties to this Agreement shall then be bound by the rules and procedures of the American Arbitration Association. During the arbitration under this step, neither the District nor the grievant will be permitted to assert any grounds not previously disclosed to the other party in Steps 1 or 2.

Each party shall bear the full costs for its side of the arbitration, and will pay one-half of the costs for the arbitrator and American Arbitration Association administration. The Arbitrator shall have no power to make awards contrary to State or Federal laws and regulations.

SUPPLEMENTAL PROCEDURAL CONDITIONS

Each side in any grievance hearing may present witnesses who can provide relevant information to aid the grievant and/or the District Administration in the adjustment of the grievance with full assurance that no reprisal will follow by reason of their involvement in the grievance hearing.

All documents, communications, and records dealing with the processing of grievances shall be maintained in a file separate from the grievant's District personnel file, and upon the adjustment of the grievance, such documents, communications, and records shall be destroyed or returned to the personnel file if they originally were in that file (e.g., transcripts, letters or memorandums bearing on the grievance, etc.).

Any parties involved in any step may be represented at all stages of the grievance procedure, except arbitration, by a person of their own choosing, except that they may not be represented by a representative or an officer of any competing employee organization. When a grievant is
Article X – Grievance and Arbitration Procedure - Continued

not represented by the Association, the Association shall have the right to be present at all stages.

Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits, unless extended by mutual consent, shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

Nothing contained in this article or elsewhere in this Agreement shall be construed to prevent any individual from presenting or processing a grievance and having it adjusted without intervention or representation by the Association if the adjustment is not inconsistent with the terms of this Agreement.

It will be the practice of all parties to process grievances after the regular work day or at other times which do not interfere with assigned duties; provided, however, that upon mutual agreement by the grievant and the person or persons by whom the grievance is being processed, proceedings may be held during regular working hours, and the grievant and the appropriate participants and representatives will be released from assigned duties without loss of pay.
ARTICLE XI - SUBSTITUTE TEACHERS

The District and the Association agree that in addition to those provisions which contain specific language pertaining to substitute teachers who are included in the Bargaining Unit, the following provisions shall apply:

ARTICLE II

ARTICLE III, Sections A., B., C., D., F., and K.

ARTICLE VIII, Sections A., C., E., and G.

ARTICLE X (Applies only to provisions contained herein and those provisions in addition which contain specific substitute language.)

In addition to the above provisions and those specific provisions contained throughout this Agreement, the following shall pertain specifically to substitute teachers in the bargaining unit:

REFUSAL OF ASSIGNMENT

1. A substitute may refuse up to ten (10) assignments, for which he/she is certified per year.
2. Failure of a substitute to accept any assignment for reasons of emergency or personal or family illness or refusal to replace a striking teacher shall not be considered a refusal of assignment.

EVALUATION

Bargaining unit substitutes shall be evaluated in accordance with the criteria set forth in the Evaluation Handbook. Evaluations required or permitted hereunder shall be documented on the evaluation report form available in the Handbook.

SALARY

The daily rate of pay for Bargaining Unit substitutes shall be a minimum of sixty-four percent (64%) of the state minimum teacher's salary. Commencing on the sixteenth consecutive work day the daily rate of pay for Bargaining Unit substitutes will be the BA + 0 placement on the Teacher Salary Schedule, retroactive to day one of the assignment. Commencing on the 31st consecutive work day, the daily rate of pay will be the individual's placement on the Teacher Salary Schedule commensurate with years of experience and educational credits.
A regular half-day substitute assignment will consist of up to four clock hours; however, it shall not include more than half the number of full-day class periods at the secondary level. On days when secondary schools are on schedules with shortened periods, substitute teachers who teach more than half the number of shortened periods as would occur on a regular full day or work for four hours or longer will receive the full day substitute rate. The rate of pay for a half-day assignment will be forty-one percent (41%) of the state minimum teacher’s salary. A full-day substitute assignment which requires switching buildings, and provides coverage for more than one teacher, will be considered two half-day assignments, and will be paid at the daily rate of seventy-three percent (73%) of the minimum teacher’s salary. A regular day assignment of over four (4) clock hours or over half the number of class periods as would occur in a full day of service shall count as a full day of service.

The District will make a good faith effort to not schedule meetings on days when periods will be shortened at the secondary level.

**SICK/EMERGENCY LEAVE**

Sick/emergency leave shall accrue and shall be used only during long-term assignments (16 or more days). Sick/emergency leave shall accrue at the rate of 0.067 days worked, not to exceed twelve days per year. Sick/emergency leave shall accumulate annually.

**ACCIDENTAL ASSIGNMENT**

Should two (2) or more substitutes be called for the same assignment, the District shall pay the substitute not retained an amount equal to one-half (.5) of the full rate of pay for the initial day of the assignment.

**EMPLOYEE WORK YEAR**

1. Substitute teachers will be paid for preparation days when requested to work on such days.

2. Substitute teachers who are in long-term positions (16 days or more) that include a state recognized inservice day may voluntarily attend District scheduled inservice training and may be compensated at their daily rate of pay.

3. Building principals shall not require a substitute to supervise another class during scheduled preparation - conference - planning time.
SUBSTITUTE RECORDS

The District will provide the Association with monthly substitute payroll reports including:

- Names
- Addresses
- Phone Numbers
- Unit Status (yes/no)
- Full Days Worked
- Total Dues This Month
- Total Dues Year To Date
- Long Term Status
- Half Days Worked

The District Substitute Report shall be delivered to the Association by the fifteenth (15th) of each month covering the previous payroll period.

HANDBOOK

The District shall provide every substitute teacher hired into the District a copy of the Substitute Handbook including District rules and regulations affecting substitute teachers, a map showing school locations, a list of all school buildings (including addresses, phone numbers, and principals' names) and the phone number of the Personnel Office.
Appendix A

APPENDIX A (1) - DUES AUTHORIZATION FORM (WEA ENROLLMENT)

Form available from Payroll Office
APPENDIX A (2) - ASSIGNMENT OF WAGES FORM

ASSIGNMENT OF WAGES FORM

NAME

ADDRESS

CITY__________________________ ZIP CODE__________

TO: EVERGREEN SCHOOL DISTRICT

I, the undersigned, hereby authorize you as my employer to deduct from my salary and pay to the __________________________ charitable organization such representation fees equivalent in amount to the membership dues as certified by the Association.

I agree that this assignment shall be irrevocable for the current school year and shall be automatically renewed each year thereafter unless written notice of revocation is given by me to you and the Evergreen Education Association between August 1 and August 31 of any calendar year, and further agree that my revocation shall be effective on August 31 of the year in which notice of revocation is given.

________________________________________
Date

________________________________________
Signature
APPENDIX A (3) CERTIFICATED EDUCATIONAL EMPLOYEE GRIEVANCE REVIEW REQUEST

EVERGREEN SCHOOL DISTRICT NO. 114

This form is to be utilized in initiating a formal grievance review request pursuant to procedures adopted for the processing of grievances under Article X, "Grievance Procedure", of the Collective Bargaining Contract between the Evergreen School District No.114 and the Evergreen Education Association.

In formally presenting a grievance at Step 1 or Step 2, a new completed grievance Review Request Form addressed to the appropriate administrator shall be submitted. The request form from Step 2 shall accompany the Demand for Arbitration in Step 3.

TO: ____________________________                             Title

Grievant’s Position
Name__________________________ (Title) ________________________

Home Address_________________________ Home Phone_______________

School or Building___________________ Department________________

1. Consistent with the procedure for adjusting grievances, I have taken the following actions:
   In appealing to the next step, indicate by name and title who has officially reviewed the grievance to date as appropriate following completion of each step.

   Step 1 __________________________ Date Conference Held________
          (Immediate Supervisor)

   Step 2 __________________________ Date Conference Held________
          (Central Office Administrator)

DEFINITIONS

"Grievance" shall mean a specific complaint filed in writing by a certificated educational employee or the Association wherein it is alleged that there has been a violation, misinterpretation or misapplication of a specific provision of this Collective Bargaining Agreement between the District and the Association, and the policies, rules, regulations, and the procedures of the District, and the Administration directives.
Appendix A

The description of the grievance is (cite specific provision of the Collective Bargaining Agreement, policy, rule, regulation or procedure of the District or administration directive which has been violated, misinterpreted, or misapplied)

3. The adjustment sought is

Signature ___________________________ Date ___________________________
APPENDIX A (4) - EMPLOYEE'S PERSONAL INVENTORY FORM

The items listed below are my personal property which are being used in the classroom for instructional purposes. They will be removed from the school building during vacations and during the summer. (THIS FORM MUST BE RENEWED ANNUALLY, BEGINNING WITH THE OPENING OF SCHOOL.)

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>IDENTIFICATION</th>
<th>DESCRIPTION (Serial #, Name)</th>
<th>ESTIMATED MARKET VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

PREPARE IN DUPLICATE: ORIGINAL - PRINCIPAL; COPY - EMPLOYEE
APPENDIX A (5) - REQUEST FOR DRAW
(Evergreen Education Association Only)

Name

Today's Date

First day of work (date)

Number of days pay being requested

Emergency requiring draw (briefly describe)

I certify that I am a teacher new to the profession and have a true emergency as described above.

Signature

Approved by: Director of Personnel

For Administrative Services Center Use

Employee Number Retirement Plan

1. Daily rate of pay x number of days requested =

2. Regular monthly pay x one-half =

3. Gross pay for draw (lesser of 1 or 2) =

   Account code(s) to be paid from:

Prepared by

6
APPENDIX A (6) ELEMENTARY CENTER BASED CLASSROOM GUIDELINES

<table>
<thead>
<tr>
<th>AREA</th>
<th>LEVEL 2</th>
<th>LEVEL 3</th>
<th>LEVEL 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic</td>
<td>◆ Skill level about one-half of Chronological Age</td>
<td>◆Skill level about one-fourth of Chronological Age</td>
<td>◆ Due to limited communication it is hard to determine skill level</td>
</tr>
<tr>
<td></td>
<td>◆ Academic/Pre-Academic skills</td>
<td>◆ Pre-Academic/Functional Academic Skills</td>
<td>◆ Pre-Vocational – interaction with environment</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>◆ Require 1:1 instruction</td>
</tr>
<tr>
<td>Inclusion Classroom/</td>
<td>◆ Classroom without assistance</td>
<td>◆ Classroom with/without assistance (individualized)</td>
<td>◆ Classroom with assistance</td>
</tr>
<tr>
<td>Community</td>
<td>◆ Inclusion academic and social oriented</td>
<td>◆ Inclusion social oriented</td>
<td>◆ Inclusion social oriented</td>
</tr>
<tr>
<td>Self Help/Daily Living</td>
<td>◆ Teaching daily living skills</td>
<td>◆ Assisting in daily living skills</td>
<td>◆ Provide daily living skills</td>
</tr>
<tr>
<td></td>
<td>◆ Toilet Trained</td>
<td>◆ Toilet or trip trained/diapers</td>
<td>◆ Diapers or trip trained</td>
</tr>
<tr>
<td></td>
<td>◆ Independent eating skills</td>
<td>◆ Teaching eating skills – eating behaviors</td>
<td>◆ Teaching eating skills – complete or a lot of physical assistance is needed</td>
</tr>
</tbody>
</table>
### Appendix A

<table>
<thead>
<tr>
<th>AREA</th>
<th>LEVEL 2</th>
<th>LEVEL 3</th>
<th>LEVEL 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Communication</td>
<td>◆ Express needs except when frustrated</td>
<td>◆ Combination of verbal and augmentative communication</td>
<td>◆ Non-verbal or limited verbal skills</td>
</tr>
<tr>
<td></td>
<td>◆ Participates in conversations when prompted</td>
<td>◆ Benefits from a functional communication system whether verbal or augmentative</td>
<td>◆ Are developing an augmentative communication system</td>
</tr>
<tr>
<td></td>
<td>◆ Follows one or two step directions</td>
<td>◆ Follows one or two step directions</td>
<td>◆ Extreme difficulty following one step directions</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>◆ Non-responsive</td>
</tr>
<tr>
<td>Other</td>
<td>◆ May require behavior management plans</td>
<td>◆ May require behavior management plans</td>
<td>◆ Mobility or Medically Fragile</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>◆ Awareness of environment or other persons is limited</td>
</tr>
</tbody>
</table>
### APPENDIX A (7) SECONDARY CENTER BASED CLASSROOM GUIDELINES

<table>
<thead>
<tr>
<th>AREA</th>
<th>LEVEL 2</th>
<th>LEVEL 3</th>
<th>LEVEL 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic</td>
<td>◆ Modifications of regular ed (middle school) assignments</td>
<td>◆ Specially designed, task analyzed instruction</td>
<td>◆ Technology, physically manipulated assignments</td>
</tr>
<tr>
<td></td>
<td>◆ Skill level about one-half of Chronological Age</td>
<td>◆ Skill level about one-fourth of Chronological Age</td>
<td>◆ Tactile/visual instruction</td>
</tr>
<tr>
<td></td>
<td>◆ Special Ed instruction for academics</td>
<td>◆ Repetitive instruction</td>
<td>◆ Due to limited communication, hard to determine skill level</td>
</tr>
<tr>
<td></td>
<td>◆ Can be grouped with some independence</td>
<td>◆ Needs more 1:1, 1:2 instruction</td>
<td>◆ Repetitive instruction</td>
</tr>
<tr>
<td></td>
<td>◆ Concrete/structured routines and instruction</td>
<td>◆ Tactile and visual instruction</td>
<td>◆ 1:1 instruction</td>
</tr>
<tr>
<td></td>
<td></td>
<td>◆ Concrete/structured routines and instruction</td>
<td>◆ Concrete/structured routines and instruction</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AREA</td>
<td>LEVEL 2</td>
<td>LEVEL 3</td>
<td>LEVEL 4</td>
</tr>
<tr>
<td>------------</td>
<td>-------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Inclusion</td>
<td>◆ Some academic benefit accrued through participation</td>
<td>◆ &quot;Parallel&quot; activities/adaptations</td>
<td>◆ Limited inclusion for social interaction – supervision and assistance necessary</td>
</tr>
<tr>
<td></td>
<td>◆ Modifications necessary to general ed curriculum</td>
<td>◆ Need adult supervision or possible peer buddies to go with student, if no behavioral difficulties.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>◆ Peer interaction experiences, without support</td>
<td>◆ Can be included in extra-class (lunch, assembly, etc.) activities, with support or monitoring</td>
<td></td>
</tr>
<tr>
<td></td>
<td>◆ May need adult monitoring or assistance, especially in dangerous (tech. ed.) classrooms</td>
<td>◆ Regular Ed electives with support</td>
<td></td>
</tr>
<tr>
<td></td>
<td>◆ Regular Ed electives with support</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Self Help</td>
<td>◆ Peer oriented</td>
<td>◆ More reminders or monitoring needed for teaching skills</td>
<td>◆ Very direct (adult) hygiene support, 1:1 (diapering, handwashing etc) Sometimes, with behavior, size, body posturing, need more help (2 or 3 to one student)</td>
</tr>
<tr>
<td></td>
<td>◆ Reminders, verbal prompts effective teaching of skills</td>
<td>◆ Can learn to get around school independently, but needs monitoring</td>
<td>◆ Need someone monitoring them everywhere, all the time</td>
</tr>
<tr>
<td></td>
<td></td>
<td>◆ Need adult supervision in community, no more than 1:3</td>
<td>◆ Aggressive behaviors big concern due to size, strength/experiences of kids</td>
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<td></td>
<td>◆ Socially immature, delayed.</td>
<td>◆ Providing many daily living skills</td>
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<td>◆ Getting around school/community is usually independent</td>
<td>◆ Assisting in daily living skills</td>
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<td>◆ Request/ask for help with needs</td>
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<td></td>
<td>◆ Teach self-determination</td>
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<td></td>
<td>◆ Socially immature, need gentle help on relationship building, self-protection</td>
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<td>◆ Teaching daily living skills</td>
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| Vocational | ◆ At the Middle School level, can handle some teacher assistant positions independently  
◆ 11th-12th – initial job coaching  
◆ Bigger groups available (1:6)  
◆ Participate in independent work experience  
◆ May go into CHOICE @ age 18 | ◆ Off or on campus work crews (1:3 ratio)  
◆ Some have their own jobs, with someone checking on them (more coaching, fewer have own jobs)  
◆ Many on 1:3 crew  
◆ Can be independent on tasks with same daily routine and sequence  
◆ May go into CHOICE @ age 18 | ◆ Work crews off or on campus  
◆ "Protected" or picked worksites |
Appendix A

APPENDIX A (8) - SPECIAL EDUCATION STAFFING FORMULA
Special Education Teacher - Staffing Factor Formula Sheet

BUILDING_________________________ DATE __________________

Student Count by Student Need Factor

• Level 1 _____
• Level 2 _____
• Level 3 _____
• Level 4 _____

Teacher Time generated by students in Teacher FTE:

• Level 1     Elementary     _____ x .044 = _____
• Level 2     Secondary      _____ x .036 = _____
• Level 3     _____ x .11 = _____
• Level 4     _____ x .15 = _____

Current total #of students _______ TOTAL FTE _______

Total not to equal more than 1.0 FTE Teacher time without additional staffing
### ASSISTANT TIME FOR CLASSROOMS

Assistant Time generated by students in hours:

- **Preschool**
  - 1 assistant / 3 hour session

- **Level 1 Elementary**
  - ______ x .26 = ______

- **Secondary**
  - ______ x .218 = ______

- **Level 2**
  - ______ x .44 = ______

- **Level 3**
  - ______ x .67 = ______

- **Level 4**
  - ______ x .1.85 = ______

- Current total # of students ______ TOTAL Hrs. generated______
APPENDIX A – DEPARTMENT LEADERS VARIANCE AGREEMENT

School Name __________________________ Date __________

Proposed Change:

Rationale:

Signatures:

Principal ___________________________ Head Building Representative
LETTER OF UNDERSTANDING - K-5 PLANNING TIME PILOT (Revised)

The Evergreen Education Association and the Evergreen School District agree to extend the K-5 Planning Time Pilot for the 2003-2005 school years. The key components of the Pilot are:

1. An additional 90 minutes of planning/preparation time will be provided for each full-time K-5 classroom teacher (including special education classroom teachers) during a typical week. Itinerants and specialists (including special education itinerants and specialists) in elementary schools should also be able to arrange their schedules to provide this additional 90 minutes of planning/preparation time.

2. For K-5 classroom teachers this additional 90 minutes of planning/preparation time will be provided utilizing an instructional aide who will be responsible for supervising students for specific, pre-determined learning activities. Instructional aides will receive appropriate, required training for these activities.

3. For K-5 classroom teachers the additional 90 minutes will be provided in three (3) 30 minute periods spread during the week and, as possible, be backed with the 30 minutes of planning/preparation time that is currently provided on a daily basis by specialists to provide a 60 minute block of planning time on those three days. If the 30 minutes can't be backed with specialist time, every effort will be made to back it with recess.

4. Expectations for the activities that the instructional aides will be responsible for will be clearly defined. The instructional aide time is not to be used for clerical tasks.

5. An expectation of this proposal is to provide 60 minutes per month for the purpose of staff, grade level, or other appropriate collaborative planning configurations. Each teacher will complete and submit his/her plan for the use of the collaborative planning time on the appropriate form to the building principal. If the principal disapproves the teacher’s plan, the reason for the disapproval will be written on the form before its return to the teacher.

6. Renewal and/or modification of the agreement will be dependent on the District's financial ability to continue to fund the proposal and the success of the proposal as determined by a mutually agreed upon plan for ongoing evaluation.

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President
Date

ATTEST: FOR THE BOARD

President
Date
INDEX

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15 Years Of Work - Supplemental Contract C-19

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