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COLLECTIVE BARGAINING AGREEMENT between the EVERETT EDUCATION ASSOCIATION/UNITED TEACHERS OF EVERETT and the EVERETT SCHOOL DISTRICT NO. 2

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1.00 - RECOGNITION AND DEFINITIONS	
SECTION 1.01 - RECOGNITION	1
SECTION 1.02 - DEFINITIONS	
ARTICLE 2.00 - STATUS AND ADMINISTRATION OF AGREEMENT	3
SECTION 2.01 - MUTUAL CONSENT	3
SECTION 2.02 - RELATIONSHIP TO EXISTING WRITTEN RULES, REGULATIONS, POLICIES OR RESOLUTIONS	3
SECTION 2.03 - CONFORMITY TO LAW	3
SECTION 2.04 - DISTRIBUTION OF AGREEMENT	3
SECTION 2.05 - APPENDICES	
SECTION 2.06 - STATEMENT OF ASSURANCE	3
SECTION 2.07- MEET AND CONFER	3
ARTICLE 3.00 - MANAGEMENT RIGHTS	4
SECTION 3.01 - MANAGEMENT RIGHTS	4
ARTICLE 4.00 - ASSOCIATION RIGHTS	5
SECTION 4.01 - EXCLUSIVITY	5
SECTION 4.02 - ACCESS	5
SECTION 4.03 - MEMBERSHIP COMMUNICATION	5
SECTION 4.04 - AVAILABILITY OF INFORMATION	6
SECTION 4.05 - PRESIDENT'S CONTRACT	
SECTION 4.06 - SUBCONTRACTING	7
SECTION 4.07 - ASSOCIATION DUES DEDUCTION AND AGENCY SHOP	7
SECTION 4.08 - ASSOCIATION LEAVE	8
SECTION 4.09 - LIMITATIONS	8
ARTICLE 5.00 - EMPLOYEE RIGHTS	9
SECTION 5.01 - INDIVIDUAL RIGHTS	9
SECTION 5.02 - RIGHT TO JOIN AND SUPPORT ASSOCIATION	9
SECTION 5.03 - JUST CAUSE	9
SECTION 5.04 - ACADEMIC FREEDOM	10
SECTION 5.05 - PERSONNEL FILES	10

SECTION 5.06 - EMPLOYEE PROTECTION	10
SECTION 5.07 - STUDENT DISCIPLINE	11
SECTION 5.08 - INDIVIDUAL EMPLOYEE CONTRACT	12
SECTION 5.09 - RELEASE FROM CONTRACT	13
SECTION 5.10 - SUPPLEMENTAL CONTRACT	13
SECTION 5.11 - ASSIGNMENT AND TRANSFER	
ARTICLE 6.00 - EMPLOYEE RESPONSIBILITIES	18
ARTICLE 7.00 - LEAVES	
SECTION 7.01 - ILLNESS, INJURY AND EMERGENCY LEAVE	19
SECTION 7.02 - PERSONAL LEAVE	22
SECTION 7.03 - MATERNITY DISABILITY AND CHILD CARE LEAVE	22
SECTION 7.04 - BEREAVEMENT	24
SECTION 7.05 - MILITARY LEAVE	24
SECTION 7.06 - SABBATICAL LEAVE	24
SECTION 7.07 - ATTENDANCE AT MEETINGS AND CONFERENCES	26
SECTION 7.08 - POLITICAL LEAVES	27
SECTION 7.09 - JURY DUTY SUBPOENA LEAVE	27
SECTION 7.10 - OTHER PERSONAL LEAVES	27
SECTION 7.11 - RETURN FROM LEAVE NOTICE	28
ARTICLE 8.00 - COMPENSATION	29
SECTION 8.01 - SALARIES	29
SECTION 8.02 - PAYMENT PROVISIONS	30
SECTION 8.03 - PROVISIONS GOVERNING SALARY SCHEDULE	31
SECTION 8.04 - LENGTH OF CONTRACTS AND EXTENDED CONTRACTS	34
SECTION 8.05 - SALARY SCHEDULE FOR CERTIFICATED SUPERVISION OF EXTRACURRICULAR ACTIVITIES	36
SECTION 8.06 - HOURLY RATE SERVICES	38
SECTION 8.07 - TRAVEL AND SUBSISTENCE	38
SECTION 8.08 - CREDIT UNIONS	39
SECTION 8.09 - TAX-SHELTERED ANNUITIES	
SECTION 8.10 - INSURANCE BENEFITS	39
SECTION 8.11 - HIGH SCHOOL DEPARTMENT HEADS	40
SECTION 8.12 - SUPPLEMENTAL DAYS/EXTENDED WORKYEAR	40
SECTION 8.13 - CPR/FIRST AID TRAINING	40
ARTICLE 9.00 - OTHER TERMS AND CONDITIONS OF EMPLOYMENT	
SECTION 9.01 - WORKING DAY	42
SECTION 9.02 - CLASS SIZE/STUDENT ASSIGNMENT	44

SECTION 9.03 - SCHOOL FACILITIES	46
SECTION 9.04 - IN-SERVICE PROFESSIONAL EDUCATION	47
SECTION 9.05 - SAFE WORKING CONDITIONS	47
SECTION 9.06 - PREROGATIVES OF CERTIFICATED STAFF	
SECTION 9.07 - CURRICULUM DEVELOPMENT	
SECTION 9.08 - SUMMER SCHOOL	
SECTION 9.09 - INSTRUCTIONAL MATERIALS	
SECTION 9.10 - TEACHER ASSISTANCE	
SECTION 9.11 - CONTRACT WAIVER	
SECTION 9.12 – CONFERENCE DAYS	
SECTION 9.13 – SPECIAL EDUCATION WORKLOAD/INCENTIVES	
SECTION 9.14 – STANDARDIZED ASSESSMENT REPORTING	
ARTICLE 10.00 - EVALUATION PROCEDURES	
SECTION 10.01 - INTRODUCTION TO THE EVALUATION PROCESS	
SECTION 10.02 - EVALUATION	
SECTION 10.03 - CRITERIA FOR ANALYSIS - TEACHING STAFF	
SECTION 10.04 - CRITERIA FOR ANALYSIS - ESA PERSONNEL	
ARTICLE 11.00 - LAYOFF AND RECALL	
SECTION 11.01 - PROCEDURE FOR STAFF REDUCTION	67
ARTICLE 12.00 - SUBSTITUTES	
SECTION 12.01 - SUBSTITUTES REPRESENTED BY ASSOCIATION	71
SECTION 12.02 - NOTICE TO ASSOCIATION	
SECTION 12.03 - STATUS OF SUBSTITUTES	71
SECTION 12.04 - RATES OF PAY	
SECTION 12.05 - INSURANCE BENEFITS	72
SECTION 12.06 - DISMISSAL FROM ASSIGNMENT	72
SECTION 12.07 - MANAGEMENT RIGHTS	
SECTION 12.08 - APPLICATION OF GRIEVANCE PROCEDURE	72
SECTION 12.09 - OTHER TERMS AND CONDITIONS	73
ARTICLE 13.00 - GRIEVANCE PROCEDURE	74
SECTION 13.01 - PURPOSE	74
SECTION 13.02 - DEFINITIONS	74
SECTION 13.03 - CONSOLIDATION OF GRIEVANCES	74
SECTION 13.04 - RIGHTS TO REPRESENTATION	74
SECTION 13.05 - TIME LIMITATION	74
SECTION 13.06 - PROCEDURE	

SECTION 13.07 - BINDING EFFECT OF AWARD	77
SECTION 13.08 - TIME LIMITATION AS TO BACK PAY	77
SECTION 13.09 - EXCEPTIONS TO TIME LIMITS	77
SECTION 13.10 - SIGNING GRIEVANCE DOES NOT CONCEDE ARBITRABLE ISSUE _	77
SECTION 13.11 - NO REPRISALS OR HARASSMENT	77
SECTION 13.12 - INFORMATION FOR GRIEVANCE PROCESSING	78
SECTION 13.13 - CONTINUITY OF GRIEVANCE	78
ARTICLE 14.00 - STRIKES AND LOCKOUTS	
SECTION 14.01 - STRIKES AND LOCKOUTS	79
ARTICLE 15.00 - WAIVER AND COMPLETE AGREEMENT	
SECTION 15.01 - WAIVER AND COMPLETE AGREEMENT	80
ARTICLE 16.00 - DURATION	81
SECTION 16.01 - DURATION	81
SECTION 16.02 - MUTUAL AGREEMENT	81
SECTION 16.03 - SUCCESSOR AGREEMENT	81
EXECUTION - SIGNATURES	81
APPENDICES	82
APPENDIX 1	83
SHARED LEAVE PROGRAMSHARED LEAVE POOL DONATION FORM	83 84
APPENDIX 2- ATTENDANCE INCENTIVE LAW AND WAC REGULATIONS	
APPENDIX 3A-INITIAL 2003-2004 REGULAR SALARY SCHEDULE	
APPENDIX 3B-INITIAL 2003-2004 TRI SALARY SCHEDULE	
APPENDIX 3C-INITIAL 2004-2005 REGULAR SALARY SCHEDULE	
APPENDIX 3D-INITIAL 2004-2005 TRI SALARY SCHEDULE	
APPENDIX 3E-INITIAL 2005-2006 TRI SALARY SCHEDULE	
APPENDIX 4A-2003-2004 EEA WORK CALENDAR	
APPENDIX 4B-2004-2005 EEA WORK CALENDAR	
APPENDIX 4C-2005-2006 EEA WORK CALENDAR	
APPENDIX 5A-OBSERVATION REPORT FORM	
APPENDIX 5B-PERFORMANCE EVALUATION - TEACHER	
APPENDIX 6-PERFORMANCE EVALUATION - ESA PERSONNEL	
APPENDIX 6A-CRITERIA FOR ANALYSIS FOR COUNSELORS AND SOCIAL WORKER	
APPENDIX 7-SOCIAL STUDIES AND LANGUAGE ARTS EQUIVALENCIES	106
APPENDIX 8A-NOTICE OF STEP ONE GRIEVANCE	
APPENDIX 8B-STEP ONE RESPONSE	
APPENDIX 8C-NOTICE OF STEP TWO GRIEVANCE	

APPENDIX 8D-STEP TWO RESPONSE	_110
APPENDIX 8E-DETERMINATION REGARDING ARBITRATION	_111
APPENDIX 9A-2003-2004 SALARY SCHEDULE FOR EXTRACURRICULAR ACTIVITIES _	_109
APPENDIX 9B-2004-2005 SALARY SCHEDULE FOR EXTRACURRICULAR ACTIVITIES _	_110
LETTER OF AGREEMENT-ARTICLE 11 - LAYOFF AND RECALL	111

COLLECTIVE BARGAINING AGREEMENT between the EVERETT EDUCATION ASSOCIATION/UNITED TEACHERS OF EVERETT and the EVERETT SCHOOL DISTRICT NO. 2

PREAMBLE

This Agreement is entered into by and between the Everett Education Association/United Teachers of Everett and the Everett School District No. 2, County of Snohomish, Washington. The signatories shall be the sole parties to this Agreement. Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement, it is hereby agreed as follows:

ARTICLE 1.00 - RECOGNITION AND DEFINITIONS

SECTION 1.01 - RECOGNITION

Pursuant to the Educational Employment Relations Act, RCW 41.59, the Everett School District No. 2 hereby recognizes the Everett Education Association/United Teachers of Everett as an employee organization and exclusive bargaining representative for all certificated nonsupervisory educational employees, as defined by said Act, of the Everett School District No. 2, which shall include substitute employees to the extent provided in Article 12.00. Casual substitutes are excluded.

It is agreed that certificated administrative positions in the Everett School District No. 2 which are excluded from the bargaining unit include:

- A. Superintendent;
- B. Assistant Superintendent;
- C. Directors;
- D Principals Instructional Leaders;
- E Vice Principals Administrative Assistants Associate Administrators:
- F. Coordinators:
- G. Supervisors;
- H. Assistants to the Principal Deans.

SECTION 1.02 - DEFINITIONS

Unless the context in which they are used clearly requires otherwise when used in this Agreement:

The term "Agreement" shall mean this entire contract.

The terms "Association" and "EEA/UTE" shall mean the Everett Education Association/United Teachers of Everett.

The term "Board" shall mean the Board of Directors of the Everett School District No. 2.

The term "District" shall mean the Everett School District No. 2.

The terms "certificated educational employee", "teacher" and "employee" shall refer to all employees represented by the Association in the bargaining unit as defined in the Recognition Clause, except as otherwise indicated.

The term "days" shall mean calendar days unless otherwise specifically defined in this Agreement.

Unless the context in which they are used clearly requires otherwise, words used in this contract denoting gender shall include both the masculine and feminine.

Other terms shall be given their ordinary and common day meaning unless otherwise specifically defined in this Agreement.

ARTICLE 2.00 - STATUS AND ADMINISTRATION OF AGREEMENT

SECTION 2.01 - MUTUAL CONSENT

This Agreement may be amended or modified during its term only with the mutual consent of both parties.

SECTION 2.02 - RELATIONSHIP TO EXISTING WRITTEN RULES, REGULATIONS, POLICIES OR RESOLUTIONS

This Agreement shall supersede any written rules, regulations, policies, or resolutions of the District which are contrary to its express terms.

SECTION 2.03 - CONFORMITY TO LAW

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

SECTION 2.04 - DISTRIBUTION OF AGREEMENT

The District will have a sufficient number of this Agreement printed to provide one (1) copy for every employee and administrator, two (2) copies for each school, and three hundred (300) copies each for the District and the Association. The Association agrees to reimburse the District one-half (1/2) the costs associated with printing the Agreement, payable upon receipt of a billing from the District. The District will provide a copy to new employees within thirty (30) calendar days of their employment.

SECTION 2.05 - APPENDICES

The appendices are integral parts of this Agreement and by this reference are incorporated herein.

SECTION 2.06 - STATEMENT OF ASSURANCE

By entering this Agreement, the Association assures the District that the Everett Education Association/United Teachers of Everett complies with all federal and state laws pertaining to discrimination on the basis of race, religion, creed, color, national origin, sex, age, or physical, mental or sensory disability.

SECTION 2.07- MEET AND CONFER

Representatives of the Association and District shall meet and confer at least monthly to consider issues of concern which may be raised by either party.

ARTICLE 3.00 - MANAGEMENT RIGHTS

SECTION 3.01 - MANAGEMENT RIGHTS

The parties jointly recognize that pursuant to laws of Washington State, the Board, as elected citizens, has the responsibility for formulation and implementation of policies and rules governing the educational program and services of the District. No delegation of such responsibility is intended or to be implied by any provisions of this Agreement.

In accordance with and subject to applicable laws, regulations and provisions of this Agreement, the Board retains the exclusive right to manage the District and to direct its employees. Further, the Board retains the right to delegate such management rights to management personnel, but only to the extent allowed by law or regulations. The Board acts by and through its administrative and supervisory staff. The following are recognized management functions:

- A. To determine the administrative organization to manage the school system;
- B. To set up principles of interrelationships and working procedures whereby the Board, Superintendent, professional staff and lay people can exercise participation in determining educational and administrative policy in the operation of the schools;
- C. To prescribe courses of study, to include those required by the State Board of Education for use in the common schools of this state;
- D. To employ, evaluate, promote, assign, and transfer employees;
- E. To nonrenew, discharge, suspend, demote and discipline employees;
- F. To prepare and adopt an annual budget and other financial documents required by law;
- G. To establish school location, use, design, feasibility, need, and cost;
- H. To make necessary policies, rules, and regulations not inconsistent with this Agreement and deemed essential to the well-being of students within the District; and
- I. Reserve unto itself all of its legal responsibilities for the operation of a good common school, including the right to reject any and all recommendations and the right to revise its policies, rules and regulations from time to time to meet changing conditions. Board policies are appealable only to the Board, except to the extent that other legal remedies are available under law.

Any other management functions not specifically covered in this Agreement shall be retained by the Board and its designees.

The District shall have the right to contract or subcontract work and shall not be required to continue in existence any of its present programs in their present form and/or location or on any other basis.

ARTICLE 4.00 - ASSOCIATION RIGHTS

SECTION 4.01 - EXCLUSIVITY

Throughout this Agreement certain rights and functions are accorded and ascribed to the Association. These rights and functions are afforded to the Association as the legal representative for all employees covered under this Agreement. The rights and privileges afforded the Association as specifically enumerated in this Agreement shall not be granted to any competing labor organization or any minority organization seeking to represent employees represented by the Association except as otherwise provided in Sections 4.02 and 4.07.

SECTION 4.02 - ACCESS

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations. Such Association official(s) shall notify the building principal's office and/or the District Superintendent's office (or his/her designee) prior to entering a building (other than where he/she is assigned) for the purpose of contacting individual members of the bargaining unit.

The Association may use District buildings (including the civic auditorium at cost) for meetings in accordance with the following guidelines:

- A. For meetings that are intended to involve only members of the Association and/or the bargaining unit at a particular school and their invited guests, an Association representative shall notify the building principal or his/her designee at least two (2) days prior to said meeting so that conflicts in scheduling of said facility can be avoided. The building principal or designee shall not unreasonably deny an emergency request if the use of said facility does not conflict with other use of said facility. Such meetings may be held at times before or after the employee workday or during the lunch time.
- B. For meetings that are intended to include members of the Association or members of the bargaining unit from a number of different schools, an Association representative shall notify in writing the District business office at least one (1) week in advance of the meeting for the purpose of avoiding conflicts with the District's or building's calendar, provided that an emergency request to the District for the use of the building will not be denied if said use does not conflict with other use of said building. Such meetings may be held before or after the regular employee workday.

SECTION 4.03 - MEMBERSHIP COMMUNICATION

The District will make available bulletin board space in each school for the exclusive use of the Association to post notices of their activities and matters of organizational concern. Such bulletin board space shall ordinarily not be available to students and the public.

The Association will have the right to use intra District mail service and mailboxes (including electronic mail) for Association communication provided said use does not interfere with the operations of the District or require added costs for the District. An Association official shall be responsible for placing such notices in the mailboxes. Association use of these resources does not create an expectation of privacy for their use. The Association agrees to comply with any other limits placed on the District's use of the resources identified in this section by the District's provider or by legal authorities.

Only materials which relate to the Association's role as bargaining representative shall be placed on bulletin boards and/or distributed through the District mail. Such materials shall be on official Association letterhead or by-lined by the appropriate Association official issuing the communication and shall not contain anything of a partisan political nature. Status reports on legislation shall not be considered partisan political materials. A copy of all materials distributed pursuant to this provision will be provided to the Superintendent or his/her secretary. The Association, when distributing materials only at one building will provide a copy of the material to the principal of that building.

The Association may use regularly established District or building communication forums (intercoms, staff newsletters, staff bulletins, etc.) which are used to communicate with employees to inform members of Association business, such as meetings, deadlines or coming events.

The Association, in the exercise of the privileges granted herein, shall not violate any state or federal law.

Failure by the Association to abide by any of the provisions set forth herein shall be cause for the Superintendent to discuss the matter with the Association President. After such discussion any further abuse of this provision shall be cause for the District to cancel the Association's use of District mail service and/or bulletin board privileges.

SECTION 4.04 - AVAILABILITY OF INFORMATION

When available for release, the Board or its agents shall furnish to the Association, at no cost to the Association, the District's official budget and other regularly prepared financial reports.

The Board or its agents shall mail to the Association, at no cost to the Association, a copy of the agenda at least by the Friday preceding regular Board meetings. Supplementary attachments, which are necessary and pertinent to the agenda and not confidential, shall be included.

Minutes of public Board meetings shall be mailed to the Association.

SECTION 4.05 - PRESIDENT'S CONTRACT

The District agrees to release the Association President from his/her regular assignment on a full-time basis. Such release will be without loss of salary, tenure standing, salary advancement, or other rights accorded full-time employees, subject to the Association reimbursing the District the total cost of the President's salary and benefits. Reimbursement shall include such costs as salary, social security, industrial insurance, pension, health and welfare, and other related employer payroll items. Such reimbursement shall be paid monthly, in advance, upon receipt of a billing by the District.

The parties agree that the President's release is for the benefit of the school district, its students, employees and patrons, in that its purpose is to achieve harmonious labor relations and a cooperative effort between bargaining unit members and school district management. The Association President shall provide service to the District by submitting a written annual report to the Board, setting forth the manner in which activities undertaken during the release benefited the District, its students, its employees and its patrons.

The above provision is permissive and will be implemented at the Association's request and upon the Board's receipt of written notice prior to May 30 of any term.

At the discretion of the District and upon request of the Association with reasonable advance notice, the District may release employees in addition to the President for an extended and specified period of time to assist the Association and the President in efforts described above in paragraph 2. Compensation and reimbursement shall be handled in the same manner as described above for the Association President.

SECTION 4.06 - SUBCONTRACTING

In the event that the District is considering subcontracting work customarily performed by the District in its own facilities utilizing nonsupervisory employee positions which are and have been held by members of the bargaining unit represented by the Association, the Association shall be notified by the District at least thirty (30) days before any final decision is made.

SECTION 4.07 - ASSOCIATION DUES DEDUCTION AND AGENCY SHOP

A. Association Dues Deduction

- 1. Upon receipt of a written employee Dues Deduction Authorization form from an employee, as defined under the "Recognition" section, the District will make the appropriate payroll deduction as certified by the President of the Association and transmit the monthly dues as designated by the Association, provided that no additional authorization over what has been provided previously will be required of employees hired before the effective date of this Agreement. Any change in the annual rate of membership dues as determined by the Association will require notification to the payroll department no later than by September 1 of each year, such rate to be irrevocable for the term of one (1) year.
- 2. Dues deduction authorization by an employee shall be on a form consistent with the "Association Dues Deduction" section.
- 3. It is understood and agreed that this dues deduction system is only for the collection of dues, assessments, and agency shop fees, and shall not be used for the collection of any Association imposed fines or penalties; nor will it be used for the collection of initiation fees or any other Association charge, except for duly received authorizations for WEA/PAC or NEA/PAC deductions. Employees who no longer wish to be members of the Association shall provide written notice to the Association and to the District Human Resources Department between August 1 and September 21 of any school year.
- 4. The dues deductions authorized by the above provisions shall be made in twelve (12) equal amounts from each paycheck beginning the pay period of 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 one-twelfth (1/12) of the total annual amount for each month the employee is employed.
- 5. Nothing in this section is intended to affect the District's obligations under RCW 28A.405.400.

B. Agency Shop

No employee will be required to join the Association; however, those employees who are not Association members will have deducted from their salaries a representation fee. The District is authorized to deduct the required amount from each monthly pay warrant. The amount of the representation fee will be determined by the Association and communicated to the Business Office in writing. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit.

In the event that the representation fee is regarded by an employee as a violation of his/her right to non-association, such bonafide objections will be resolved according to the provisions of RCW 41.59 and Chapter 391-95 WAC.

C. Hold Harmless

The Association will indemnify, defend, and hold the District harmless against any claims made against and any suits instituted against the District on account of the dues deduction and/or

agency shop provisions of this Agreement. The District and Association will mutually agree as to selection of attorney. The Association agrees to refund to the employee any amount paid to it in error on account of the dues deduction authorization provision. If the Association or one of its agents is found to be in violation of any state, federal or other law, or the provisions of the preceding sections, the Association agrees to compensate the District for all legal fees incurred by the District in regard to such violation. The District agrees to notify the Association promptly in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement the provisions of this paragraph.

SECTION 4.08 - ASSOCIATION LEAVE

Upon written request of the Association, the District may grant employees a leave of absence for the purpose of conducting Association business. Such leaves will be consistent with the orderly conduct of the District's total educational program, and are subject to the approval of the Superintendent or his/her designee.

The Association will make reasonable efforts to use non-school time as much as possible. Except for unforeseen circumstances, requests for Association leave shall be made ten (10) days in advance.

Such leave will be with pay and benefits. The Association shall reimburse the District at the short term substitute pay rate for each Association leave day utilized. Reimbursement shall be paid upon receipt of a billing by the District.

Utilization of Association leave must be consistent with the terms and limitations of law.

SECTION 4.09 - LIMITATIONS

Rights of employees and the Association are limited to those set forth in this Agreement or provided by state or federal law.