

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

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COLLECTIVE BARGAINING AGREEMENT
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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.

ARTICLE 5.00 - EMPLOYEE RIGHTS

SECTION 5.01 - INDIVIDUAL RIGHTS

The District and the Association affirm their adherence to the principles of free choice and agree that the obligations of law related to non-discrimination will be met by the Association and District. Neither the District nor Association will engage in discrimination of any kind that infringes on the civil or human rights of employees. The District acknowledges the right of its employees to a private and personal life except as may be impacted by law.

SECTION 5.02 - RIGHT TO JOIN AND SUPPORT ASSOCIATION

Employees have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining. The District will not discriminate or take reprisals of any kind against any employee who exercises rights under this Agreement. The District will inform all those newly employed contracted certificated personnel at the time of their employment that the Association is their bargaining representative.

SECTION 5.03 - JUST CAUSE

- A. No employee shall be disciplined without just and sufficient cause. The specific grounds forming the basis for such disciplinary action will be made available to the employee in writing.
- B. The District is committed to a policy of progressive discipline. Any disciplinary action shall be appropriate to the behavior which precipitates such action.
- C. An employee shall be entitled upon request to have present Association representatives during any meeting to discuss or investigate matters that may result in disciplinary action against the employee. When such a request is made, the investigative meeting or disciplinary action will not be taken until the representatives have been given the opportunity to be present, provided the meeting is not delayed more than three (3) working days.
- D. Complaints against an employee by parents, students, or other nonschool personnel or employees covered by this Agreement will be promptly called to the attention of the employee except when the complaining party requests Confidentiality. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.
- E. No action shall be taken upon any complaint by a parent of a student directed toward an employee nor shall any notice thereof be included in said employee's personnel file unless such matter is reported within ten (10) days in writing to the employee concerned.
- F. Personnel actions that result in discharge, nonrenewal, or adverse effect against an employee's contract status are not subject to the Grievance Procedure.
- G. Letters of direction are not disciplinary in nature and will not be issued in response to findings of misconduct. The Association shall be sent copies of a letter of direction at the time it is issued to the employee.
- H. The District and Association acknowledge that there are times when it is appropriate to temporarily remove an employee from his or her regular assignment pending an investigation into alleged misconduct. This action shall not be considered disciplinary, shall be an administrative leave with pay and shall only be taken in situations when the employee's continued presence in the workplace could threaten or endanger children, self or others, disrupt the educational or work environment, or interfere with an investigation. If administrative leave is anticipated to extend beyond the investigation period, the District shall first confer with the Association.

SECTION 5.04 - ACADEMIC FREEDOM

Education may be fostered and promoted in an atmosphere in which academic freedom for staff is encouraged and promoted, with due consideration to the rights of the students and community in connection therewith.

Teachers are entitled to academic freedom subject to accepted standards of professional responsibility. These responsibilities are defined as commitment to democratic tradition; a concern for the rights, welfare, growth and development of children, an insistence upon objective scholarship; and recognition of the maturity level of students. The rights herein must be exercised consistent with any prescribed course of study determined by the Board as allowed by law.

SECTION 5.05 - PERSONNEL FILES

Employees shall be permitted to inspect during normal District business hours the District's personnel files of the concerned employee kept with the school district. Inspection must take place in the presence of an authorized secretarial employee as designated by the District, except that no prearranged appointment will be necessary for such inspection to occur. Confidential letters of recommendation and other confidential records received prior to employment shall be destroyed or returned to the source. All materials placed in personnel files will have date of entry placed on them. Anyone, at the employee's request, may be present for this review.

Upon request, one (1) copy of any documents contained therein shall be afforded the employee at employee expense.

A copy of formal District generated written material concerning discipline or the final annual evaluation will be furnished the employee at the time it is placed in the District personnel file.

Letters of direction or such directives of a similar nature may be retained in the building administrator's working file for up to one year and shall not be placed in the employee's personnel file at any time. At the end of each school year, materials from a building administrator's working file will either be destroyed or transferred to the employee's central office file.

Materials reviewed by the staff member and judged to be either derogatory to the staff member's conduct, service, character, or personality may be answered by the staff member in writing. Such written responses shall become a part of the employee's personnel file.

Written warnings and written reprimands which are more than three (3) years old shall be removed from an employee's personnel file, upon request of the employee, provided said employee has no related disciplinary actions in his/her file during the three (3) year period.

Any incident not reduced to writing within ninety (90) days from the completion of the investigation of a reported incident shall not later be added to the personnel file.

SECTION 5.06 - EMPLOYEE PROTECTION

- A. The District shall legally defend an employee in civil actions which are alleged to have been caused in whole or in part by the employee while performing or failing to perform assigned duties as an employee of the District under the provisions of the District's liability policy. Said liability policy shall be maintained at least at the dollar coverage provided on the effective date of this Agreement. When determined by a court of competent jurisdiction an employee is found to have committed gross negligence, a violation of law, or has committed a criminal act this provision is nullified and the employee is responsible for all the employee's legal and liability costs associated with the above civil action.

B. Any case of assault or battery upon an employee during working hours shall be promptly reported to the District Administration Office or its designated representative. The District shall assist the certificated employee in handling the incident by law enforcement authorities.

C. The District shall provide employee protection through employee injury insurance as provided by law.

Additionally the District shall provide personal property protection to the extent of \$1,000 per employee for each claim. This protection will apply when damage occurs to an employee's property when engaged in the maintenance of (1) order and (2) discipline and (3) the protection of school personnel and the property thereof when that is deemed necessary by the employee.

D. Whenever an employee is absent from employment and unable to perform duties as a result of personal injury sustained in the course of employment, said employee shall be entitled to use accumulated sick leave. In the event the employee acquires Industrial Insurance Benefits in the form of time-loss payments, the employee shall have the option of having sick leave benefits provided on a pro rata basis so that the combination of time-loss payments and sick leave benefits will equal the employee's regular salary (under no combination of the above shall an employee be paid greater than their current salary amount), or said employee may choose to utilize full accumulated sick leave before accepting time-loss payments. Under the first option, deductions from accumulated sick leave will be made on the same pro rata basis. Upon exhaustion of sick leave, said employee shall be entitled to leave without pay (except for any Workman's Compensation Award) for the balance of the school year, and then shall be entitled upon verification by a physician of the employee's ability to perform to return to service by the immediate beginning of the following school year.

E. During the term of this Agreement, the District will make a reasonable effort to provide each employee a safe and secure place for his/her personal belongings. This may include a desk, locker, storage cabinet, closet, or file drawer, which can be locked.

SECTION 5.07 - STUDENT DISCIPLINE

A. The parties recognize that student discipline is a joint responsibility of certificated employees and the District. All parties acknowledge that these provisions are subject to the due process requirements of state law regarding disciplinary actions regarding students.

B. Certificated employees will exercise professional judgment in the area of student discipline.

C. The District shall support employees in their use of prudent, legal and reasonable discipline measures to maintain order and discipline and to protect the safety and well being of students and employees.

D. To assist employees in the exercise of their student disciplinary efforts, the District, shall:

1. Insure that the building administrator and employees in a school building shall confer at least annually in order to review written building and District disciplinary standards and to discuss uniform enforcement of those standards. This meeting may also be used to update all employees regarding applicable federal, state and local laws and District rules, regulations and procedures pertaining to student rights and processing of student discipline.

2. Recognize and support an employee's use of such reasonable physical restraint as is necessary to protect himself/herself, a fellow employee or administrator, or a student from attack, physical abuse or injury, or to protect personal or District property from damage or theft.
3. Recognize and support the right of employees to expect behavior from all students that is not in violation of applicable law, District policy or building procedures.
4. Recognize and support an employee's right to temporarily exclude a student who creates a disruption of the educational process in violation of the building disciplinary standards while under the teacher's immediate supervision from his/her classroom and instructional or activity area for all or any portion of the balance of the school day or until the teacher has conferred with the principal or designee, whichever occurs first. Prior to excluding a student, except in emergency circumstances, the employee shall have attempted one or more alternative forms of corrective action. In no case shall an excluded student be returned for the balance of that class or activity period without the consent of the employee.
5. Recognize an employee's right to recommend to the building administrator suspension or expulsion of a student. Where such recommendations are made, but not agreed to by the administration, the administration shall provide an explanation to the employee regarding their disposition of the recommendation.
6. Respond within a reasonable period of time to all employee requests regarding student discipline problems.
7. Inform the teacher about a student who evidences behavior(s) that could present a safety problem to students or the employee.
8. Recognize the right of an employee directly involved in a student disciplinary meeting to have an individual accompany him or her at the meeting.

SECTION 5.08 - INDIVIDUAL EMPLOYEE CONTRACT

The District shall provide each employee a contract in conformity with this Agreement. Said contracts shall contain at least the following:

"This contract shall be subject to and consistent with Washington State law and the terms and conditions of the Collective Bargaining Agreement between the District and the Everett Education Association/United Teachers of Everett. In the event that any of the provisions of this individual employee contract shall be inconsistent with the provisions of the Collective Bargaining Agreement, then the terms of the Collective Bargaining Agreement shall prevail."

At the time employees are issued contracts for their signature (that have been pre-stamped with the signature of the superintendent) they are asked to return one (1) original to the District and keep the other copy for their records.

Individual contracts for the ensuing year shall not be issued prior to May 15.

SECTION 5.09 - RELEASE FROM CONTRACT

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

- A. A letter of resignation must be submitted to the Superintendent's office.
- B. A release from contract for the ensuing year shall be granted provided (1) a letter of resignation is submitted prior to July 1; or (2) the employee's assignment was changed by the District after the employee signed the contract.
- C. If an employee has not resigned or given notice in accordance with B above, then a release from contract for the ensuing year shall be granted provided a satisfactory replacement can be obtained.
- D. A release from contract shall be granted upon the employee's request in case of illness or other personal matters which make it impossible for the employee to continue in a Washington state school.

SECTION 5.10 - SUPPLEMENTAL CONTRACT

Normally, supplemental contracts will be issued before any service is performed under such contract. A reasonable effort will be made to make supplemental assignments no later than the end of the first calendar week of September and contracts will have been issued to the employees by that time so as to allow their return in time to meet the September payroll. Payment under the supplemental contract shall be prorated from the date of signing through the remaining months of the fiscal year.

Posting to the building staff and Association through a written notice as far in advance of the date of the opening, but in any event not less than one (1) week prior to the filling of the opening, shall be required for all new and vacant extracurricular activity positions, unless such activity is an integral part of an employee's regular assignment. If no qualified individual at the building applies, the District will post the opening throughout the District for ten (10) workdays. Such postings shall include, if known, specific assignment and school, the qualifications for the position, the procedure for applying, assignment dates and rates of pay. During the school year, such postings shall be placed on the faculty bulletin board at the school having the extracurricular assignment, on the Job Listings conference folder in the District e-mail system, at the Human Resources Department, and shall be sent to the Association office.

SECTION 5.11 - ASSIGNMENT AND TRANSFER

The District's Assignment and Transfer Procedures shall not be subject to the grievance procedure except as to a claim of failure to follow the provisions set forth herein provided that this limitation shall not preclude an arbitrator from awarding, in the event of procedural errors, a remedy that involves assigning or transferring said grievant to a position in accordance with the relief requested.

A. Definitions

For the purposes of this Section, the terms below shall be defined as follows:

- 1. Transfer - A "transfer" shall mean moving of an employee from one (1) building/program to another, except when an employee is assigned to a program that changes location and the employee moves with the program.
- 2. Voluntary Transfer - A "voluntary transfer" shall mean an employee-requested transfer.
- 3. Administrative Transfer - An "administrative transfer" shall mean a District initiated transfer of a particular employee to a particular building/program and assignment, as specified in writing from the District to the employee.

4. Surplus - A "surplus" shall mean any staffing exceeding the needs of a building or program as determined by the District. For example, an employee with a .700 FTE, the District may assign .400 FTE of his/her time in his/her current building and transfer .300 FTE to another building/program. This also included the case of when a program is closed or eliminated by the District.
5. Surplus Employee - A "surplus employee" shall mean any employee displaced from a particular building/program; any employee volunteering to transfer in response to a surplus at a particular building/program; and, new employees hired as a result of District recruitment.
6. Assignment - An "assignment" shall mean the placement of an employee in a particular grade level, subject area or specialty area.
7. Reassignment - A "reassignment" shall mean a change in an employee's assignment. A reassignment may or may not involve a transfer, depending on whether the reassignment is to a different building/program.
8. Open Position or Opening - An "open position" shall mean any vacant position the District intends to fill through hire or voluntary transfer.

B. General Provisions

1. The District will endeavor to fill positions through the voluntary process, but it is understood that all reassignments and transfers are made at the sole discretion of the District.
2. All employees shall be subject to transfer, assignment, and reassignment of duties by the Superintendent. To assure the pupils are assigned to employees working within their areas of competence, the administration will make a reasonable effort to assign employees to subjects, grades and/or classes covered by their certification/endorsement(s).
3. In the determination of reassignments and transfers, the needs of the District, as well as the desires of the employee, shall be considered.
4. During the school year, to avoid disruption of the educational program, letters of interest for openings shall only be considered with approval from the Executive Director of Human Resources.
5. In situations of layoff and recall, the terms of Article 11 (Layoff and Recall) of the Collective Bargaining Agreement shall supercede any conflicting provisions in the Assignment and Transfer Procedures.
6. The procedures in this Section shall not apply to employees on non-continuing contracts.

C. Assignments Within Current Building/Program

1. The building principal and/or program manager shall assign employees within a building and/or program to a grade level, subjects(s) and/or specialty area, consistent with the employee's endorsement(s).
2. Requests for a change in assignment within a building and/or program are to be submitted to the building principal and/or program manager between March 1 and April 1 of each year.
3. When changes in employee's assignments are made for the ensuing school years, the employee shall be notified as early as possible, but no later than the last day of the current school year. This does not preclude changes in assignments after this date.

4. If a prospective change of assignment within a program also involves a change of buildings, the employee(s) affected shall have at least five workdays to notify the District, in writing, based on their interest and qualifications, what buildings/assignments are preferred. Employees may list up to six (6) building/assignment preferences as well as any buildings/assignments the employee would not prefer. The numerically ranked preferences will be considered by the District in determining the assignment of the employees.
5. The term "program" in this section shall mean the Special Services Department, Highly Capable, Title I and ELL programs. By March 1 each year, the anticipated classroom programs and locations, and projected itinerant FTE counts for buildings will be communicated to Special Services staff.

D. Criteria for Transfer - Voluntary or as Surplus Staff

1. All transfers will be based on qualifications for the position. Qualifications include having appropriate certification and may include, as determined by the District, such other criteria as:
 - a. having appropriate training;
 - b. having prior successful experience in a similar position;
 - c. having the ability to meet other program needs (including but not limited to multi-age instruction, looping, inclusion and the ability to work with special education students, team teaching, interdisciplinary instruction, and assuming responsibilities for extra-curricular positions represented by the EEA under this Agreement;
 - d. endorsement(s); and
 - e. length of service with the District.
2. Employees on probationary status in accordance with Article 10 will not be considered for transfer.
3. A transferred or surplus employee may request to transfer the year following their transfer or surplus.
4. Voluntary Transfers
 - a. Employees seeking a voluntary transfer for the following school year shall complete and submit a Transfer Request Form to the Human Resources Department between March 1 and April 1 of each year.
 - b. An employee submitting a Transfer Request Form may list up to six building/program preferences. The employee requesting a transfer may list up to two preferences for assignments within requested buildings/programs, subject to the appropriate endorsement. The preference list is a numerical ranking, but will only be one factor among many considered by the district when making its decision. An employee requesting a voluntary transfer shall be considered and only transferred to a building and assignment as identified by the employee's preference list.
 - c. Positions filled after the start of the school year are subject to Section B.4. above.
 - d. The Human Resources Department will notify employees who are granted a transfer in writing.

- e. The Human Resource Department will notify, in writing, employees who are not granted their requested transfer. Upon the request of the employee, he/she will be informed of the reason(s).

5. Surplus Staff

- a. After the District determines potential surplus staffing for a building or program, the principal/program manager shall consult with the employees in that building/program to determine whether anyone is interested in a transfer as surplus staff. Though the District shall consider any such interest, the decision as to who will be designated as a surplus employee belongs to the District.

Consultation during summer months when school is not in session will be by e-mail notification to employees of the school/program in order for any employee to express interest in a transfer as surplus staff.

- b. Surplus employees subject to transfer the following school year shall have five workdays to notify the District, in writing, based on their interest and qualifications, what buildings/programs and assignments are preferred.
- c. Employee transfer preferences shall be limited to six buildings/programs and two assignments per building/program. The numerically ranked preferences will be considered by the District in determining the transfer assignment of the employee.
- d. The transfer application will also contain an area to indicate schools/buildings that the employee would not voluntarily transfer to, and the District will in good faith endeavor to honor that information when making its decision.
- e. If there are two or more qualified and interested surplus employees, the District will consider the criteria set forth in Section D, paragraph 1.
- f. The District will make a good faith effort to work with Principals to surface their openings as soon as possible and will attempt to confirm to the employees (in writing) all placements completed prior to June 15 before the end of the school year.
- g. Employees transferred as surplus staff, who are assigned to a school of preference, shall remain at that school through the following school year, unless there is an opportunity, consistent with the employee's certification, to return to their pre-surplus building/program prior to August 10 of the surplus transfer school year.
- h. Surplus employees will be given priority consideration for two (2) years to return to their pre-surplus position, if the position becomes open; provided the return can be accomplished at the beginning of a school term. This priority consideration will only be given following completion of the surplus-transfer school year. These employees may also elect to voluntarily transfer to another school/building following their surplus year.
- i. An employee will not be involuntarily surplus and subsequently transferred more than once during the same school year and will not be involuntarily surplus two consecutive school years.

E. Transfer Notice

For an employee voluntarily, surplus, or administratively transferred during a school year, he/she shall receive at least four (4) days verbal notice before reporting to a new building/program. In any case, the verbal notice shall be followed by a written notice confirming the transfer assignment. The employee, at his/her option, may waive the above notice requirements.

F. Posting of Open Positions

1. The only positions that will be posted are those not filled by reassignment or transfer. For posted positions any employee with the appropriate endorsement (except those previously surplus transferred) may apply. Application for a posted position consists of a letter of interest, including a brief history of employment and the reason(s) for applying for the posted position.

2. Open positions will be posted at least five (5) days prior to filling. Position postings shall be available in the Human Resources Department lobby and placed on the District's Job Line.

Additionally, copies of the written notice will be posted on district-wide e-mail in the conference folder titled "In District Job Listings" and a copy will be sent by e-mail to the Association President.

3. The posting requirement contained herein shall not be required for any position (a) to be filled by individuals in the layoff employment pool, (b) through an internal building/program reassignment, (c) for a leave replacement, (d) where a person previously on a leave replacement contract (non-continuing contract) is being recommended to fill the position or (e) that becomes open on or after August 10th through the end of September.

G. Assistance in Moving Materials

Upon request, all transferred employees will receive assistance from the District in moving instructional materials. However, all personal items, including furniture and major appliances are the employee's personal responsibility to move and will not be moved by District moving crews. The move will be accomplished so that such materials are available at the new assignment location at least one (1) full working day prior to the new assignment.

ARTICLE 6.00 - EMPLOYEE RESPONSIBILITIES

The roles of employees shall be defined to meet the established and educational needs of current instructional programs. Examples of activities consistent with the role of employee are: teaching, counseling, supervising, disciplining, communicating, planning, self-improving, and those listed below:

- A. In accepting a position and in accordance with law, an employee assumes a shared responsibility with the total building staff for supervision and maintenance of student behavior in their classes and other assigned activities.
- B. Employees are encouraged to participate in professional staff development activities to enhance competence in the use of educational materials, instructional programs, and other professional skills.
- C. Employees accept the principle that when performing assigned tasks and tasks normal to their daily work, their performance shall be subject to evaluation consistent with the evaluation procedure and criteria contained in this Agreement or consistent with state law.
- D. Employees shall be available at reasonable times for parent conferences and student help, and shall schedule conferences with parents when it is required for the student's success in the instruction program.
- E. Each teacher shall prepare adequate daily and long-term lesson plans and shall have adequate plans for use by substitutes.
- F. Employees shall encourage and support school functions outside the regular instructional program which may contribute to the pupil's development in attitudes, appreciations, behavior, and special abilities, though this does not require attendance at all such functions.
- G. Employees shall be responsible for reasonable care of school materials, equipment and facilities assigned to them.
- H. Except for the duty-free lunch period, and except as provided for in other Sections of this Agreement, nonteaching time of a teacher shall be devoted to such activities as the following: the instructional program; conferring with parents, teachers, pupils, administration and supervisors; studying and maintaining records; and reasonable rest periods.
- I. Sick leave abuses, chronic tardiness or absence, or other deficiencies in professional performances are subject to appropriate disciplinary action by the District.
- J. Teachers shall assume responsibility for appropriate achievement gains of the pupils they are assigned to teach. The degree of appropriate achievement gains will be relative to the student's abilities, and the factors of home, economic and social environment as they relate to the student's school progress. Teachers, when appropriate, shall utilize the results of tests and other evaluative criteria and measures to improve the effectiveness of their instruction. Teachers, where appropriate, shall use the counseling and special services of the District to improve their instructional efforts.
- K. Employees shall have available for administrative review and evaluation such records as lesson plans, student evaluative materials, and grade books. Under normal circumstances, the administrator and employee will discuss the records prior to review.

ARTICLE 7.00 - LEAVES

In Article 7.00 of this Agreement various leave provisions are contained. The use of "may" in any leave provision means that leave requests shall be considered on a case-by-case basis, and whether such requests are granted shall be at the sole and final discretion of the Superintendent or other designated District official; provided that such authority shall not be exercised in such a manner as to eliminate any such discretionary leave provision. Employees exercising leaves under these provisions and all leave statuses are subject to the Layoff and Recall provisions. Employees who are on a leave "without pay and benefits" upon authorization shall have the right to stay enrolled in any of the medical insurance plans provided by Section 8.10 by advancing the District for the monthly premium in accordance with District procedure.

SECTION 7.01 - ILLNESS, INJURY AND EMERGENCY LEAVE

A. Illness and Injury Leave

Illness and injury leave shall be provided to all employees and governed by the following provisions:

1. Each full school year, full-time employees (contracted for 1.00 FTE for 185 days) shall be credited with an advanced allowance of twelve (12) days each school year with full pay to be used for illness and injury leave.
2. For full school year, part-time employees (contracted for less than 1.00 FTE for 185 days), the days of annual illness and injury leave shall be a length in proportion to the part of full-time worked (e.g., .500 FTE receives 6 full days of illness and injury leave per school year).
3. New employees who are contracted for less than 185 days per school year or less than 1.00 FTE per day, shall be granted a pro rata amount of illness and injury leave based on their date of hire as a proportion of the length of the work year as defined in Section 8.04 of this agreement (e.g., 1.00 FTE for 135 days receives 9 days of illness and injury leave per school year).
4. An employee who has received prior approval for a leave of absence to start at the beginning of a school year shall not be credited with front-loaded illness and injury leave for that period of time when he/she is on an unpaid leave of absence.
5. Employees coming back to start the school year who only work less than twenty (20) contracted days before taking an extended leave of absence shall only receive a prorated portion of the annual illness and injury leave and shall not be granted the full twelve (12) days leave.
6. An employee who commences active duty at the start of the school year and later it becomes necessary to take illness and injury leave due to suddenly precipitated conditions where no preplanning was possible and the leave is approved, will be credited with twelve (12) days front-loaded illness and injury leave.
7. In the event an employee terminates employment with the District during the school year having used, because of advanced crediting, more illness and injury days than earned on an annual pro rata basis, an adjustment to salary due but unpaid, or procedures for repayment, will be implemented as appropriate.
8. The Human Resources Department shall be responsible for determining the amount of illness and injury leave that an employee is to be allocated during any school year according to the provisions in this section. If an employee is not satisfied with the determination of the amount of illness and injury leave awarded by the Human Resources Department, they may appeal the determination to the Appeals Committee.

An Appeals Committee shall be established to hear the appeal of any employee related to a decision of the Human Resources Department relative to the issues in paragraphs 4, 5 and 6 above.

The Appeals Committee will be composed of two members of the Human Resources Department and two members representing the Everett Education Association/United Teachers of Everett.

The Appeals Committee will make recommendations to the Director of Human Resources regarding issues of front-loading sick leave to employees who request leaves of twenty (20) days or greater to commence during the first twenty (20) contracted days of each school year.

The Director of Human Resources shall review the decision of the Appeals Committee and issue a decision relative to the amount of illness and injury leave to be provided to the employee for that given school year.

Nothing in this part of Section 7.01, paragraph 8, shall prohibit an employee from using the grievance procedure to resolve an issue of concern.

9. Unused illness and injury leave shall accumulate from year to year to the extent allowed by law.
10. Absence due to injury incurred in the course of the employee's employment shall be as provided in Section 5.06.D.
11. Upon return to employment with the District, any former employee shall be credited with the balance of unused sick leave accumulated at the time of termination of his/her employment with the District unless the amount of leave is increased or decreased as a result of employment in another school district.
12. All illnesses of more than five (5) consecutive work days may require a signed statement from a physician.
13. If leave benefits are exhausted, the District shall provide written notice of that fact and shall advise the employee that upon written request, he/she may be granted leave without pay for the balance of the school year. An employee granted such leave without pay shall be entitled to return to service by the immediate beginning of the following school year.
14. Upon request, the District will inform any employee of the status of his/her accumulated sick leave.

Nothing herein shall be interpreted to deny said employee, upon exhaustion of all leave provided by this Section, from applying for additional leave under "Other Personal Leaves" provided in this Agreement.

15. Employees may use sick leave to care for (a) the employee's child with a health condition that requires treatment or supervision, or (b) the employee's spouse, domestic partner, sibling, parent, parent-in-law or grandparent with a serious health condition or emergency condition.

B. Leave Sharing

The District and various employee groups, including the Association, have cooperatively negotiated a leave sharing program, herein incorporated as Appendix 1. Any changes in said program during the term of this Agreement shall be negotiated in the same manner as the original program.

C. Emergency Leave

1. Emergency leave subtracted from accumulated sick leave, may be taken in accord with the following conditions:
 - a. The problem must have been suddenly precipitated, must be of such nature that pre-planning is not possible or where pre-planning could not relieve the necessity for the absence.
 - b. The problem cannot be one of minor importance or of mere convenience but must be of a serious nature.
2. Emergency leave will not be granted for reasons connected with other leave provisions contained in this Agreement, unless otherwise expressly provided.
3. For circumstances related to an adoption, an employee may take eighteen (18) days of emergency leave per year. Such days will be subtracted from accumulated sick leave but shall be in addition to the adoption leave allowed by Section 7.02.A.(2).
4. A written application for emergency leave must be submitted to the Human Resources Department on the day of return to work.
5. In the event school(s) have a late start time due to weather conditions or other emergency closure circumstance, employees will be expected to arrive at school as close to the regular workday start time as is safe. In the event school(s) have any early student dismissal due to weather conditions or other emergency closure circumstance, employees will be expected to remain on-site until the supervisory and safety concerns of students have been met. In such situations, there shall be no reduction of the employee's pay or deduction of leave benefits.

D. Sick Leave Cash Out

1. The District agrees that employees who separate from employment and are eligible in accordance with RCW 28A.400.210, shall be compensated for their respective accumulated sick leave in accordance with applicable state regulations.
2. Employees shall be compensated annually for accumulated sick leave days pursuant to RCW 28A.400.210, and in accordance with applicable state regulations.
3. The District's obligations under this paragraph shall be null and void for the following school year and thereafter if its maintenance and operations levy does not pass during the term of this Agreement. If the levy passes on resubmission, the District's obligation shall be immediately reinstated for the duration of the Agreement.
4. The attendance incentive program law and controlling WAC regulations as of the effective date of this Agreement are contained in Appendix 2 herein, provided that seven and one-half (7½) hours shall be equal to one day's accumulation for cash out purposes.

E. Religious Holidays

In the event an employee's religious affiliation requires observation of holy days during the regular workday, the employee shall be granted up to three (3) days paid leave per year, subtracted from accumulated illness and injury leave.

SECTION 7.02 - PERSONAL LEAVE

- A. Four (4) days paid leave per year non-accumulative shall be allowed each employee in accordance with the following:
1. Birth of a Child: Up to three (3) of the four (4) days are allowed an employee on the occasion of the birth of his/her child. The District retains the right to require documentation relative to the use of this leave.
 2. Adoption of a Child: Up to three (3) of the four (4) days are allowed each employee on the occasion of the adoption of a child. The District retains the right to require documentation relative to the use of this leave. (Also, see Section 7.01.C.4.)
 3. Bereavement: Up to three (3) of the four (4) days is allowed an employee for each death of any relative or close friend not covered by the bereavement leave provision of the Agreement.
- B. For the 2003-04 school year, up to two (2) days of paid leave per year shall be granted an employee for personal reasons. Beginning with the 2004-05 school year, up to three (3) days of paid leave per year shall be granted an employee for personal reasons. The employee shall not be required to give reasons for the leave other than it is "personal." No more than fifty (50) employees may use this unrestricted personal leave day on a day adjacent to a holiday or vacation break. At the end of the school year, the District will cash out employees' unused unrestricted personal leave days provided that employees covered by the TRS Plan 1 retirement plan shall document four (4) hours of additional services per day cashed out. The rate of compensation shall be one hundred thirty dollars (\$130.00) per day. This cashout provision shall not apply for the following school year and thereafter if the last maintenance and operations levy failed.

SECTION 7.03 - MATERNITY DISABILITY AND CHILD CARE LEAVE

A. Maternity Disability Leave

A maternity disability leave of absence shall be granted upon an employee's request as a result of the employee's pregnancy-related disability. Accumulated sick leave may be used during the period of disability. If the requested use of accumulated sick leave exceeds four weeks, written verification from the employee's personal physician or licensed practitioner for the necessity of a longer period of maternity disability may be required by the District.

An employee who chooses to take a maternity disability leave (without child care leave) may continue her employment as long as she is capable of performing her normal work functions and duties of her job and so long as her personal physician or licensed practitioner concurs. The employee shall give the District an estimate of the dates of beginning and termination of the leave. The official date of leave shall not begin until the school day following the date she leaves the job.

Said employee shall return to her contracted duties as soon as she is physically able to perform her duties. Within thirty (30) days after childbirth the employee shall notify the Superintendent of the specific date when she will return to work, except that it is advisable that the employee make such notification not later than ten (10) working days before the intended date of return.

As a result of an employee's pregnancy, such employee, upon her request, will be granted an unpaid pregnancy related leave prior to the disability period provided that this leave with any child care leave and the disability period leave will not exceed one (1) year.

B. Child Care Leave

An employee shall be granted upon his/her request, leave of absence without pay and benefits for a period not to exceed one (1) year to care for his/her newborn child.

An employee who desires to take a child care leave shall request such a leave to the Superintendent at least one (1) month in advance of the estimated beginning date of the leave. The Superintendent may waive this one (1) month requirement in emergency circumstances. The leave request shall include an estimate on dates of beginning and termination of the leave.

For female employees who wish the child care leave to run concurrently with maternity disability leave, the leave shall commence at the time the maternity disability leave commences (unless otherwise mutually agreed by the employee and the District) and shall run concurrently with any maternity disability leave. The leave shall end only on a quarter or semester break or at the beginning of the school year.

For other employees, child care leave shall begin and end only on a quarter or semester break or the beginning of a school year, unless otherwise mutually agreed by the employee and the District.

Child care leave, in accordance with the above provisions, shall also be granted to an employee for the purpose of caring for a child who has recently been adopted or for whom the employee has just acquired custody. Provisions governing the duration of such a leave shall be the same as for other child care leaves.

C. Assignment Upon Return

Upon return from maternity disability or child care leave an employee shall be entitled to a position in the District except where otherwise provided by law in connection with termination or nonrenewal. The employee will be placed in the original position or in an appropriate comparable position unless the employee requests and is granted a change of assignment. The employee will retain the rights and benefits commonly afforded certificated employees in returning from a leave, including those under the continuing contract laws of the State of Washington.

D. Right to Apply for Other Leave

Nothing in this leave policy shall preclude an employee's right to apply for any other applicable leave.

E. Employee Payment and Benefit Options

An employee may elect and shall have the right upon notification to the District to:

1. Stay enrolled in any of the benefit insurance plans provided by Section 8.10 by advancing the District for the monthly premiums.
2. Pro-rate any remaining compensation over the balance of the contract year and receive such regular monthly payments.
3. The Maternity and Child Care Leave granted under this Section shall run concurrently with any leave to which the employee is entitled under the state and federal Family and Medical Leave Act (FMLA). Employees who qualify for FMLA leave will not be required to exhaust paid leaves (e.g. sick leave).

SECTION 7.04 - BEREAVEMENT

A maximum of five (5) days paid leave shall be allowed for each death in the family (including husband, wife, domestic partner, mother, father, son, daughter, sister, brother, mother-in-law, father-in-law). A maximum of three (3) days paid leave shall be allowed for each death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson, and granddaughter. Such leave is nonaccumulative. The District retains the right to require documentation relative to use of this leave. Concurrent deaths in a family shall be treated as a single death.

SECTION 7.05 - MILITARY LEAVE

Members of the Washington National Guard or national military reserve units shall be granted military leave of absence from his/her assignment for a period not exceeding fifteen (15) calendar days during each year, (measured October 1 to September 30), provided such reservist has been called to active training duty and has made all reasonable efforts to arrange for active training duty during noncontracted days. The employee shall receive his/her normal District pay and there shall be no loss of vacations or sick leave to which he/she might otherwise be entitled.

If an employee is called to active duty such as in the event of a particular national emergency, military leave without pay shall be granted for the duration of the active duty. The employee shall have the right to stay enrolled in any of the benefit insurance plans provided by Section 8.10 by advancing the District for monthly premiums.

Upon completion of such military leave the employee will be entitled to employment in the District. Salary increments and seniority will be in accordance with legal requirements.

SECTION 7.06 - SABBATICAL LEAVE

Subject to state law, employees shall be eligible for sabbatical leave for (a) study or (b) research. Sabbatical leave shall be granted in accordance with the following stipulations:

- A. Years to Qualify: Employees shall have served five (5) or more continuous years in the District.
- B. Limit on Number: Up to three (3) sabbatical leaves shall be granted in any one (1) year. For high school employees, sabbaticals may be for one (1) semester only or for an entire school year, at the request of the employee. Semester sabbaticals shall be considered as one-half (1/2) of a leave.
- C. Application Deadline: Applications for sabbatical leave shall be filed with the Superintendent not later than March 1 prior to the school year for which it is requested. The Board may, at its discretion, extend this deadline.
- D. Proposed Plan to Accompany Applications: A proposed plan of study or research to which the time spent on leave will be devoted must accompany the application.
- E. Criteria for Evaluating Application: The review of applications shall be done by a joint committee consisting of three (3) administrators appointed by the Superintendent and three (3) Association bargaining unit members appointed by the Association President. Applications shall be evaluated on the following three (3) criteria:
 1. The merit of the proposed plan of study or research and its relationship of service to the District in terms of the individual's professional background.
 2. Proportionate representation of the different levels of District schools, such as elementary, middle school and senior high school.

3. If more than three (3) employees apply and meet all qualifications, seniority will be considered.
- F. Final Approval by Board: Applications approved by the committee shall be presented to the Board for final approval. The Board retains the right to not grant sabbatical leaves in years when either of the following circumstances occurs:
1. In a year in which the Board has adopted by official Board resolution a reduced educational program by reason of funding insufficiencies;
 2. If there are employees still on recall status pursuant to Section 11.01.9 by June 1 of any year.
- Once approved by the Board, any change of sabbatical plan shall be presented in writing and approved in advance of the leave by the Superintendent.
- G. Two-Year Studies: An applicant who is taking part in a two-year study, upon evaluation of his/her program, may request one (1) year of sabbatical leave and one (1) year leave of absence.
- H. If Employee Receives Scholarship: In case the employee who is granted a sabbatical leave receives a scholarship during the same year, the total compensation from the two (2) sources minus the cost for necessary expenses connected with the study or research, shall not exceed the salary he/she would receive if under contract with the District .
- I. Stipend for Study or Research: An employee on sabbatical leave for study or research shall receive a stipend of 65% of his/her regularly contracted salary plus 65% of any supplemental salary tied to additional time, additional responsibilities, or incentive, unless this sum is reduced as a result of paragraph H above. The stipend will be paid in ten (10) or twelve (12) payments at the request of the applicant. All regular salary deductions shall be made. The District shall continue to pay the employee's full insurance contribution. The employee shall receive retirement service credit in accordance with state law.
- J. Stipend Repayment: Should an employee on sabbatical leave fail to return to the District he/she shall then repay the stipend within five (5) years at the statutory interest of six (6) percent.
- K. Cancellation of Stipend Repayment: The stipend shall be canceled upon the return of the employee to this District in the following manner:
1. One-half of the total stipend shall be canceled after the first year's service in the District.
 2. The remaining one-half of the stipend shall be canceled after the second year's service.
- L. Maintenance of Tenure and Salary Standing: An employee granted sabbatical leave shall maintain standing in tenure and salary.
- M. Limit on Other Employment: An employee on sabbatical leave for study or research shall not seek employment for compensation during the period of the sabbatical other than to supplement sabbatical leave income in carrying out the approved program. Such employment must be approved by the Superintendent and the Board.

- N. Report Required Upon Return: Within thirty (30) days of employee's return from sabbatical leave, the employee will file with the Superintendent a report giving the substance of the program of study or research which he/she believes grew out of the experience. If the employee was employed for compensation during the program, full details of this employment and income therefrom should be included in this report.
- O. Leaves to Accept Scholarships: Employees may at any time request leave to accept scholarships up to one (1) full year which would not involve the District in any financial obligations, in which case all other provisions of the sabbatical leave policy except the percentage limitation would apply.
- P. Return to Original Positions: Every effort will be made to replace an employee returning from sabbatical leave to his/her original position or to an appropriate comparable position. If the original position or an appropriate comparable position cannot be arranged, the employee shall not be under any obligation under J and K above.
- Q. This Section is suspended for the duration of this contract.

SECTION 7.07 - ATTENDANCE AT MEETINGS AND CONFERENCES

Meetings, conferences, symposiums and seminars at which concerns vital to the profession are the subject of discussion are recognized by the District as an inherent part of the employees' professional obligation.

Such leaves may be granted by the Superintendent of Schools in accordance with the following procedure with the understanding the Superintendent may grant contingent approval based upon availability of substitutes.

- A. Requests for leave shall be submitted in writing with descriptive literature or, if unavailable, a written description from the person making the request to the Superintendent a minimum of five (5) working days before the leave would take effect. All out-of-state leaves must be approved by the Board. The administration shall normally notify the employee of the disposition of the leave request no later than the day before the leave is to take effect.
- B. The purpose of the leave must be clearly stated with sufficient detail to identify the objectives and expected outcome from such leave.
- C. These leaves shall be with full pay and with or without necessary expenses of travel, meals and lodging as determined by the Superintendent or Board. Leaves under this section do not apply to meetings or conferences wherein union or Association activities are conducted.
- D. Decisions regarding requests for such leaves shall be made by the Superintendent and with Board approval if needed.
- E. In-District Curriculum Planning - Substitutes Provided by the District. It is recognized that program improvements often demand additional and cooperative curriculum planning or study time for the staff. Therefore it shall be the practice of the District, at the administration's discretion, to provide for a number of special curriculum periods throughout the school year at the staff's or administration's request in order to (1) review the current program, (2) organize new programs and (3) develop new curriculum.

SECTION 7.08 - POLITICAL LEAVES

Leave of absence without pay or benefits may be granted to serve in, or to campaign for, an elected or appointed local, state or national political office.

SECTION 7.09 - JURY DUTY SUBPOENA LEAVE

Leave of absence with pay shall be granted for jury duty. The employee shall notify the District when notification to serve on jury duty is received. Upon request, the employee may secure support from the District office in seeking relief from jury duty when it interferes with professional obligations to their District assignment.

When an employee is subpoenaed as a witness in a court or other legal proceeding, leave shall be granted with full salary but with witness fees, if any, remitted to the District; provided that if said employee is subpoenaed in a case brought or supported by the Association or as a witness with a direct or indirect interest in the proceedings, leave shall be granted without pay (except as may be modified or required by the employee protection provision contained herein). In no event shall the District grant more than two (2) days of witness leave per employee associated with any separate court or legal proceeding.

SECTION 7.10 - OTHER PERSONAL LEAVES

A. Leave of Absence for Compelling Personal Reasons

The District may grant a personal leave of absence for compelling personal reasons to employees covered by this Agreement provided the employee fully intends to return to the District. Granting of such leaves shall be at the discretion of the District, and an employee's request for a personal leave of absence may be granted or rejected in whole or in part by the District. Personal leaves of absence will be without compensation or other benefits. Personal leaves of absence will be granted for up to one (1) year at any one (1) time.

B. Request for Leave - Length of Leave

Employees shall notify the Superintendent in writing of their request for a personal leave of absence on request forms provided by the District. The actual starting date and ending date of the leave, if it is granted, will be determined by the Board as necessary to protect the quality of the instructional program and to accommodate the need of the employee.

C. Health Related Personal Leaves

Should an employee wish to take a personal leave of absence for a health-related purpose, the District may, at any time prior to the proposed leave, request the employee to provide a physician's certificate indicating that the employee presently is physically capable of performing the normal task of his or her job pending the effective date of leave of absence without jeopardizing the employee's health or safety of others.

D. RIF Related Personal Leaves

The District may grant a personal leave of absence for one (1) year to employees who so request and who are not involved in the RIF in the event that Section 11.01 is implemented by the District. Granting of such leaves shall be at the discretion of the District. Such leaves of absence will be without compensation or other benefits, including seniority accrual, and will not be granted for periods exceeding one (1) year.

E. Leaves Beyond Thirty (30 Days)

Upon return, the employee will be assigned to a position by the District.

F. Leaves Less Than Thirty (30) Days

Upon return, the employee will be assigned to his/her original position except when leaves are taken within the first fifteen (15) working days of the beginning of the school year. Leaves at the end of the school year do not carry over.

G. Absence Without Pay

Absence without pay will normally not be granted for the first or last week of the contracted year or immediately prior to and following a school holiday.

SECTION 7.11 - RETURN FROM LEAVE NOTICE

An employee who is granted a leave of absence without pay or a sabbatical leave through the end of a given school year shall notify the District in writing by March 1 preceding the next school year whether or not he/she is going to return to work for the District at the end of his/her leave or sabbatical.

ARTICLE 8.00 - COMPENSATION

It is the intent of the parties to comply with the limitations imposed by RCW 28A.400.200 and the applicable state appropriations act. No provision of this Agreement shall be interpreted or applied so as to place the District in breach of the salary or compensation limitations imposed by state law or to subject the District to a state funding penalty or the Board of Directors to personal financial liability.

SECTION 8.01 - SALARIES

A. Pass Through of State Authorized and Funded Salaries

State authorized funds for salaries shall be applied during the term of this Agreement to the salary schedule (Appendix 3A) in the manner and to the maximum allowed and funded under State appropriations law and implementing regulations. Said revisions shall be made in accordance with the following provisions:

1. Increments will be granted effective at the beginning of each school year. Remaining District pass-through funds will be used to increase the salary schedule effective at the beginning of each school year, unless otherwise required by state law and regulations. These adjustments will be implemented to meet the September payroll.
2. On or about March 1 of each year, the District, in consultation with the Association, will reexamine the calculations called for above in order to ensure both full use of salary increase capacity and compliance with the law. The District will then make any necessary adjustments on a timely and equitable basis.
3. Prior to effectuating any of the increases or adjustments pursuant to paragraphs one (1) and two (2) above, the District will consult with the Association. If the parties are unable to agree on the amount and mechanics for any particular increase or adjustment, the underlying dispute will be treated as a negotiable matter rather than a contractual matter, and the disputed rights or obligations under paragraphs one (1) and/or two (2) above will be deemed null and void except as may be agreed in subsequent negotiations.

B. Contingent Reopener

Salary schedules, stipends, and benefits for a given year may be reopened by the Association for negotiations in either of the following events: (1) the present salary limitation laws are voided as applied to the District by a final and binding court order; or (2) the legislature removes or eases the present salary and benefit limitation laws found in RCW 28A.400.200.

C. TRI

1. The District and Association agree and affirm the following beliefs: (a) the success of the Everett School District is dependent upon hiring and retaining the highest quality teachers; (b) providing a quality education for students requires from teachers a commitment to the profession beyond the base contract, normal workday hours and school year; (c) state law allows additional compensation for additional time, additional responsibilities or incentives (TRI); (d) the additional commitment required of Everett's teachers cannot be accurately measured in hours or days; and (e) the time necessary to fulfill any one teacher's responsibilities will vary from that of another teacher as determined by the individual's own professional judgment.
2. Each employee will be issued a supplemental contract in recognition of these additional responsibilities and as an incentive to provide the additional services.

3. The supplemental contract recognizes that employees will provide a professionally responsible level of service in the following areas which are above the basic contract:
 - a. Preparation for school opening;
 - b. Work connected with the conclusion of the school year;
 - c. Conferencing/communicating with students or parents;
 - d. Supporting school/student activities;
 - e. Providing individual help to students;
 - f. Evaluating student work;
 - g. Workshops, classes and inservice work;
 - h. Researching educational materials and supplies;
 - i. Improving and maintaining professional skills;
 - j. Preparation and revisions of materials;
 - k. Planning with other employees in areas of instruction and curriculum;
 - l. Working with computers and other technology as related to educational uses; and
 - m. Attending District and/or school-connected meetings such as PTSA, Open House, etc.
4. Compensation for these duties shall be in accordance with the TRI Salary Schedule Appendix and payment will be made in equal monthly installments as is done with regular paychecks. A part-time employee will receive a pro rata share of this TRI supplemental contract stipend based on the employee's full-time equivalency (FTE).
5. In the event the District's maintenance and operations levy does not pass, the provisions of Section 8.01.C. shall be null and void for the following school year and thereafter provided (a) the District and Association meet and consult regarding continuance of any of these provisions and (b) if agreement is not reached by the parties in a timely manner, the District shall have no obligation to continue the provisions of Section 8.01.C.

D. Salary Schedule Changes for 2003-2006

1. For the 2003-04 and 2004-05 school years, the regular salary schedule cells in the first seven years (Steps 0-6) are increased by the percentages provided by the Legislature.
2. For the 2003-04 and 2004-05 school year, each TRI salary schedule cell shall be increased by an amount that equals a 3% increase of regular salary when combined with any increase in the corresponding cell on the regular salary schedule.
3. For the 2005-06 school year, all TRI salary schedule cells are increased by an amount equivalent to 2% of the corresponding regular salary schedule cell. In the event the state does not fund and allocate resources to the District for an across-the-board cost of living salary adjustment either party may invoke Section 16.02.

SECTION 8.02 - PAYMENT PROVISIONS

- A. All employees shall be paid in twelve (12) monthly installments. Each check shall contain one-twelfth (1/12) of the contracted salary. Payroll checks shall be issued to the employees on their last working day of each month. Employees may elect to have the District direct deposit their payroll checks. Employees hired after the start of the school year shall be paid in equal monthly installments over the remaining months of the year.
- B. In the event of an error of overpayment, the District and the employee will work out a reasonable time for repayment. In the event of underpayment, the District will make the employee whole by issuance of a separate check within five (5) days of the District's verification of underpayment.

- C. Employees leaving the employment of the District will be paid the pay period which immediately follows the payroll cut-off date which occurs after date of termination.

SECTION 8.03 - PROVISIONS GOVERNING SALARY SCHEDULE

A. Placement on the Salary Schedule

Employees shall be placed on the salary schedule based on their experience and education and the provisions of this Section.

B. Increments

Increments for experience, education, Master's and Doctor's degree will be in accordance with the salary schedule (Appendix 3A).

C. Education Credits

1. The District will accept salary adjustments under the SPI weighting formula interpretation as follows:

All employees hired as of October 20, 1976 will be granted current educational credits as to placement on the salary schedule.

For credits earned before September 1, 1995:

Education credits will be given for salary advancement for college course work which meets at least one (1) of the following criteria:

- a. It is necessary to maintain or renew current certification;
- b. It is applicable for obtaining fifth year certification;
- c. It is applicable to obtaining other credentials or certification in the field of education that the employee does not currently have (e.g. but not necessarily limited to: vocational certification; certification for a different level such as elementary, secondary, etc.; specialized certification such as ESA; or administrative certification or credentials);
- d. It applies toward advanced education degree programs, or advanced subject matter degree programs, having a relationship to the employee's current assignment;
- e. It would demonstrably relate to an individual's future professional plans in education in the common schools;
- f. It demonstrably relates to improving or updating an individual's competencies (skills, knowledge, or understanding) so as to enable the employee to perform current educational duties more effectively.

2. For credits earned after September 1, 1995, the content of the course must meet at least one of the following:

- a. It is consistent with a school-based plan for mastery of student learning goals as referenced in the annual school performance report of the school in which the individual is assigned.
- b. It pertains to the individual's current assignment or expected assignment for the following school year.

- c. It is necessary for obtaining an endorsement as prescribed by the State Board of Education.
 - d. It is specifically required for obtaining advanced levels of certification.
 - e. It is included in a college or university degree program that pertains to the individual's current assignment or potential future assignment as a certificated instructional staff.
3. When an employee believes he/she is eligible for an education increment, the employee will complete "The Approval of College and Clock Hour Credits for Salary Placement" form and submit it to the Human Resources Department, along with an official transcript or clock hour form, before any credits or clock hours earned after September 1, 1995, may be accepted for district salary placement.
 4. Education credits shall be granted when evidence demonstrating completion of course work is filed with the Human Resources Department. Such evidence shall be in the form of official college transcripts and must be filed no later than October 10. If, for some circumstance beyond the control of the employee, the college transcripts are not available and the District has been advised in writing by the college registrar of the credit, the employee will be granted the allowance for credit. Credits must be earned on or before October 1 of the year for which salary schedule placement is in question.
 5. Equivalent credits for salary advancement recognized by the District prior to October 10, 1982 shall be grandfathered. Effective with the 1988-89 school year, state recognized clock hour credits earned after September 1, 1987 shall be applicable to placement on the salary schedule.
 6. Employees without a Masters Degree will only have access to the BA+135 column through the 1992-93 school year, provided credits have been reported, in accordance with Paragraph 5 above, by October 10, 1992. Subsequent to the 1992-93 school year, only employees with a Masters Degree will have access to the BA+135 column of the salary schedule. If the legislature revises the state salary allocation schedule to fund those with a BA+135, the District and EEA agree to renegotiate this paragraph with the intent to reflect legislative action on BA+135 funding.
 7. Decisions by the District that deny credit for salary advancement are subject to appeal to the Professional Credits Committee established in paragraph nine (8), below.
 8. A Professional Credits Committee shall be established to hear appeals from employees regarding denials by the District of educational credits for salary advancement. The Committee shall consist of three (3) members appointed by the Superintendent and three (3) members appointed by the Association. The Superintendent shall appoint the chairperson. Decisions of the Professional Credits Committee are final, unless the judgment exercised is arbitrary and capricious.

D. Experience Credits

Credit shall be given for each full-time equivalent (1.0) year of teaching experience to the nearest tenth (.1) of a year. Employees shall receive a full year of experience credit for any year in which the employee is issued a .80 FTE certificated employment contract and the employee works a minimum of one hundred forty four (144) of the one hundred eighty (180) student instructional dates. Experience for occupational/physical therapists and speech/language pathologists shall include work experience in their specialized area outside of education. New employees who transfer from other districts within the state shall be granted similar experience credit as bargaining unit members who have the same total years of service. New employees will be granted experience credit for services provided as substitute teacher for a school district, provided that documentation of such service is provided within thirty (30) days of the first day in

the assignment. Employees shall receive a full year of experience credit for any year in which the employee works a minimum of one hundred and forty-four (144) days as a substitute. Employees shall receive a partial year of experience for any year in which the employee works less than one hundred forty-four (144) days as a substitute, calculated by dividing the number of substitute days by one hundred eighty (180).

Experience credits recognized and granted by the District prior to the effective date of this Agreement shall be grandfathered. Professional education experience granted prior to September 1, 1983, on a basis other than provided by this paragraph, shall be retained for the purpose of calculating annual salary.

E. Military Service Credit

Experience credit for military service which did not interrupt service to the District will not be granted. Employees receiving such credit during 1975-76 school year or before shall retain such experience credit for the purpose of calculating their annual salary amount.

If an employee is called into military service because of national emergency, he/she shall be given credit for years of experience in accordance with the following: six (6) to seventeen (17) months of continuous service, one (1) year of experience; eighteen (18) to twenty nine (29) months of continuous service, two (2) years of experience and thirty (30) or more months of continuous service, three (3) years of experience.

F. Out-Of-State Credit

Employees hired from out-of-state shall be given the same credit consideration, rights and benefits as those hired within the state or those presently working for the District.

G. Classification on the Salary Schedule

Classification on the salary schedule for experience shall be for the school year. After October 15 no change in classification will be made unless as the result of a mistake in classification.

H. Master's and Doctor's Degrees

Eight percent (8%) of the state minimum salary is added for the Master's degree. Ten percent (10%) of the state minimum salary is added for the Doctor's degree. Thus an employee with both a Master's and Doctor's degree would receive a total of eighteen percent (18%).

I. Special Stipend

The special stipends granted to psychologists, special education teachers and reading improvement teachers shall only be paid to those employees of the District as of the 1975-76 school year. Those special stipends included: \$400 for psychologist, \$200 for special education, \$200 for reading improvement.

J. Grandfather Provisions Covering Previous Salary Schedule

Employees hired for or during the 1973-74 and 1974-75 school years shall be grandfathered on that salary schedule as follows:

BA	6 steps in this column, 0, 1, 2, 3, 4, 5.
BA + 15	6 steps in this column, 0, 1, 2, 3, 4, 5.
BA + 30	6 steps in this column, 0, 1, 2, 3, 4, 5.
BA + 45	10 steps in this column, 0, 1, 2, 3, 4, 5, 6, 7, 8, 9.

BA + 60 14 steps in this column, 0, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13.

Employees hired during the 1972-73 school year or before that time shall be grandfathered on that schedule as follows:

BA 11 steps in this column, 0, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10.

BA + 15 12 steps in this column, 0, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11.

BA + 30 13 steps in this column, 0, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12.

BA + 45 14 steps in this column, 0, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13.

BA +60 14 steps in this column, 0, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13.

SECTION 8.04 - LENGTH OF CONTRACTS AND EXTENDED CONTRACTS

A. Length of Contract

The length of the regular employee contract shall be one hundred eighty-five (185) days. The work year shall consist of one hundred seventy-seven (177) instructional days and eight (8) non-instructional work days.

1. Services provided by employees on four of the non-instructional work days shall be in accordance with such activities:

developing and updating individual student, class, grade level, department or school learning improvement plans for the employee's students; preparing curriculum materials and instructional strategies; collegial discourse to implement selected curricula, instructional and assessment strategies; assessment and evaluation of student progress and conducting other activities intended to improve student learning including completion of student records, cumulative folders and student placement analysis.

Employee services provided to the District will be timely to the needs of each employee in the implementation of programs and his/her classroom instruction as well as the employee's fulfillment of related responsibilities as planned and determined by the individual employee.

Upon the request of the District, the employee will provide an annual report regarding his/her use of these non-instructional work days.

2. Services provided by employees on four of the non-instructional work days shall be in accordance with such activities:

developing and updating individual student, class, grade level, department or school learning improvement plans for the employee's students; preparing curriculum materials and instructional strategies; collegial discourse to implement selected curricula, instructional and assessment strategies; assessment and evaluation of student progress and conducting other activities intended to improve student learning including completion of student records, cumulative folders and student placement analysis.

Employee services provided to the District will be timely to the needs of each employee in the implementation of programs and his/her classroom instruction as well as the employee's fulfillment of related responsibilities as planned and determined by the District, provided that no less than two (2) hours on each day shall be available for individual implementation or other duty-free time.

Upon the request of the Association, the District will provide an annual report regarding the use of these non-instructional work days.

3. Student instruction and employee work hours shall be reduced no less than two and one-half (2½) hours before the Thanksgiving and Winter holiday breaks and the last day of school as indicated on Appendix 4.
4. Middle School and Elementary students shall be released two and one-half (2½) hours early on the conference/grade preparation days indicated on Appendix 4.
5. The employee work year calendar for 2003-04 will include the following:
 - a. Non-Instructional Work Days: August 27 and 28, September 2, October 10, January 26, March 12, May 14, and June 4.
 - b. Fall Conference Preparation: October 17 (2½ hour reduced student day).
 - c. Elementary/Middle School Fall Conference Days: October 20, 21, 22, 23, 24. Elementary Spring Conference Days: March 22, 23, 24, 25, 26. Note: the type of conference shall be within the discretion of the employee.
 - d. End of Trimesters: December 1, March 11, June 15. Two and one-half (2½) hour reduced student day: December 4, 5 (Elementary/MS).
 - e. Spring HS/MS reduced student days: May 25, 26, 27, 28.
 - f. Non-Student Days/Unpaid Holidays: August 29, September 1, November 11, 27, 28; December 22 through January 2; January 19, February 13, 16, 17; April 5 through 9; May 31.
 - g. First instructional day: September 3. Final instructional day: June 15.
6. The employee work year calendar for 2004-05 will include the following:
 - a. Non-Instructional Work Days: September 1, 2, 7, October 15, January 31, March 18, May 20, and June 10.
 - b. Fall Conference Preparation: October 29 (2½ hour reduced student day).
 - c. Elementary/Middle School Fall Conference Days: November 1, 2, 3, 4, 5. Elementary Spring Conference Days: March 28, 29, 30, 31, and April 1. Note: the type of conference shall be within the discretion of the employee.
 - d. End of Trimesters: December 6, March 17, June 21. Two and one-half (2½) hour reduced student day: December 9, 10 (Elementary/MS).
 - e. Spring HS/MS reduced student days: May 31, June 1, 2, 3.
 - f. Non-Student Days/Unpaid Holidays: September 3, 6, November 11, 25, 26; December 20 through 31; January 17, February 18, 21, 22; April 4 through 8; May 30.
 - g. First instructional day: September 8. Final instructional day: June 21.
7. The employee work year calendar for 2005-06 will include the following:
 - a. Non-Instructional Work Days: August 31, September 1, 6, October 14, January 30, March 17, May 19, and June 9.

- b. Fall Conference Preparation: October 21 (2½ hour reduced student day).
- c. Elementary/Middle School Fall Conference Days: October 24, 25, 26, 27, 28. Elementary Spring Conference Days: March 27, 28, 29, 30, 31. Note: the type of conference shall be within the discretion of the employee.
- d. End of Trimesters: December 5, March 16, June 20. Two and one-half (2½) hour reduced student day: December 8, 9 (Elementary/MS).
- e. Spring HS/MS reduced student days: May 30, 31, June 1, 2.
- f. Non-Student Days/Unpaid Holidays: September 2, 5, November 11, 24, 25; December 19 through 30; January 16, February 17, 20, 21; April 3 through 7; May 29.
- g. First instructional day: September 7. Final instructional day: June 20.

B. Extensions

Any extension of days beyond the regular employee contract shall be paid on the prorated basis of 1/185th of the employee's contracted rate of pay.

The District agrees to compensate kindergarten teachers at per diem for any additional day(s) at the beginning of the school year required for kindergarten orientation.

C. Calendars

The school year calendar(s) for the term of this Agreement is/are set forth in Appendix 4.

The Association and the District will meet prior to April 1 for the purpose of agreeing upon a calendar for the school year following the expiration of this Agreement. If agreement is not reached by June 1, the District will establish the first day of school for students and may establish a calendar setting forth the work year for regular contracted employees which shall include the following:

- 1. A work year consistent with the provisions of A. above.
- 2. Holidays/Breaks as set forth in the current year's calendar.

SECTION 8.05 - SALARY SCHEDULE FOR CERTIFICATED SUPERVISION OF EXTRACURRICULAR ACTIVITIES

A. High School Nonathletic Assignments

All employees supervising high school nonathletic extracurricular activities shall be compensated at the rates calculated by multiplying the index figures below by the state minimum base salary figure (BA+0, Step 0) in effect on September 1 of the contract work year. The current amounts of these stipends are included on Appendix 10.

- 1. Indices

	<u>STEP 1</u>	<u>STEP 2</u>
Group A	.1339	.1440
Group B	.0908	.0976
Group C	.0620	.0667
Group D	.0465	.0500

2. Groups

- Group A: Band
- Group B: Drama (2 plays/year), debate, vocal, school paper, annual
- Group C: Honor society, senior class advisor
- Group D: Scott's HiQ, Junior, Sophomore, and Freshman class advisors, math club, German club

B. Middle School Nonathletic Assignments

All employees supervising middle school nonathletic extracurricular activities shall be compensated at sixty percent (60%) of the high school schedule, except for band which will be compensated at sixty percent (60%) of the high school group B rate. The current amounts of these stipends are included on Appendix 10.

	<u>STEP 1</u>	<u>STEP 2</u>
Group A	.0545	.0586
Group B	.0545	.0586
Group C	.0372	.0400
Group D	.0279	.0300

- C. The District will notify, by June 1, the employee currently holding any of the above positions whether she/he is or is not being offered this supplemental contract position(s) for the following year.

SECTION 8.06 - HOURLY RATE SERVICES

The following hourly rates shall apply for the indicated activity:

- A. Driver Training Instructor: The index figure of .00084 is multiplied by the state minimum base salary figure (BA+0, Step 0) of to determine the hourly rate.
- B. Workshop and Curriculum Work: Compensation will be at the employee's contract hourly rate of pay (regular salary ÷ 185 ÷ 7.5) prorated to the nearest quarter of an hour for time so worked. New employees who have not yet worked the first day of a contracted year for the District shall be paid the current year average per diem hourly rate for attending workshops and curriculum activities during the summer prior to their first contracted day. This rate shall apply to any new employee orientation days scheduled during the Summer of 2003 and thereafter.

During times other than the normal workday and workyear, the Workshop and Curriculum rate of pay will be paid for curriculum/committee work, attendance at trainings/workshops and participation in other District programs and for building planning, etc., as determined, prior to the activity, by the District or School Principal. Employees, prior to such service, will be informed whether or not compensation will be provided.
- C. Summer School Instructor: The rate for Summer School Instructor will be based on the employee's contracted hourly rate of pay during the prior school year (regular salary ÷ 185 days ÷ 7.5) prorated to the nearest quarter of an hour for time so worked.
- D. Credit Recovery: The index figure of .00064 is multiplied by the state minimum base salary figure (BA+0, Step 0) to determine the hourly rate.

SECTION 8.07 - TRAVEL AND SUBSISTENCE

Employees utilizing their private automobiles to travel on authorized school business shall be compensated at the IRS business rate per mile. Mileage must be by the shortest route whenever possible. Travel between the employee's home and school is not reimbursable. All employees who, by nature of their assignment must travel between schools or are required to make home visitations, shall

also be reimbursed at the above rate. Each employee may request a written statement through his/her supervisor indicating whether or not he/she is eligible for mileage reimbursement.

Employees engaged in school-related business, workshops or conferences which necessitate overnight accommodations shall be reimbursed for actual cost of lodging up to one hundred dollars (\$100) per day. Reimbursement for food shall be for actual expenses up to forty-five dollars (\$45) per day.

Employees participating in "overnight" activities at Camp Silverton will be provided meals while there at school district expense; such employees will be paid an expense allowance of one hundred dollars (\$100).

SECTION 8.08 - CREDIT UNIONS

In cooperation with the Educational Community Credit Union and the Washington School Employees Credit Union, the District shall provide payroll deduction services, as authorized once a year by the employee, for payments to one (1) or the other of said credit unions.

SECTION 8.09 - TAX-SHELTERED ANNUITIES

The District shall permit payroll deductions for approved tax-sheltered annuity plans. These deductions may be begun, modified or terminated at any such time, with appropriate written notice.

The District has a right to limit the number of plans it approves for payroll deductions, provided that a minimum of five (5) plans are approved, including the Washington Education Association Annuities Plan. Further, the District has the right to discontinue approval of any plan which has less than ten (10) employees participating in said plan.

SECTION 8.10 - INSURANCE BENEFITS

- A. All insurance programs shall be offered in the District through a 501(c)(9) VEBA Trust (hereinafter "Trust"), unless otherwise expressly provided. For the term of this Agreement, there shall be six (6) trustees, three (3) of whom are to be appointed by the District and three (3) by the Association. The length of the appointment, responsibilities, and powers of the trustees shall be determined by the Trust document, provided the trustees shall have no authority to act in violation of this Section.
- B. In keeping with the powers and responsibilities as described in the Trust document, the funding available from the District and/or plan participants, and this Section, the Trustees shall determine the benefits to be provided and the contributions required of plan participants.
- C. An enrollment period for continuing employees shall be from October 20 through November 15 each year, provided that the Trustees may extend this period or add other open enrollment periods. New employees shall elect insurance coverages within thirty (30) days of employment (commencing from the first actual working day). All enrollment procedures shall be handled through the Human Resources Department. It is the responsibility of the employee to notify the Human Resources Department of changes in dependent statuses, addresses, and other relevant information.
- D. During the term of this Agreement, the District shall monthly pass-through to the Trust an amount equal to the State-funded monthly insurance dollar amount times the number of employees, on an FTE basis, represented by the Association. If the parties are unable to agree on the amount of said pass-through, the subject shall be treated as a negotiable matter rather than a contractual matter and the District's pass-through commitment will be deemed null and void except as may be agreed in subsequent negotiation.
- E. This Section may be reopened by either party in the event: (1) the Trust is dissolved; (2) the terms of this Section do not comply with law; or (3) the Legislature removes or eases compensation or benefit limitations.

F. The District shall pay the retiree subsidy required by the State to the Health Care Authority. The District shall also contribute to the Trust an additional \$400,000 for the 2003-04 school year, \$450,000 for the 2004-05 school year, and \$550,000 for the 2005-06 school year to assist the Trust in stabilizing employee contribution rates.

SECTION 8.11 - HIGH SCHOOL DEPARTMENT HEADS

Employees selected by the District to serve as high school department head shall receive stipends of two hundred ninety-five (\$295) per full-time equivalent (FTE) employee assigned to their department. The minimum stipend for any department head shall be one thousand five hundred dollars (\$1,500).

SECTION 8.12 - SUPPLEMENTAL DAYS/EXTENDED WORKYEAR

The District may offer a supplemental contract to employees having additional assignments due to the nature of their job position. The employee’s supplemental contract duties may be fulfilled by working on days other than the normal work year or additional hours accumulated during the normal work year.

Payment shall be at the employee’s contract hourly rate of pay (regular salary ÷ 185 ÷ 7.5). Employees whose supplemental contract require them to start work prior to the effective date of a contract shall nevertheless be considered to be working under the new contractual agreement.

Supplemental contracts may be offered as follows:

Counselor:	(High School)	7 days/52.5 hours
	(Middle School)	5 days/37.5 hours
Library Media:	(High School)	5 days/37.5 hours
	(Middle School)	5 days/37.5 hours
	(Elementary School)	2 days/15 hours
Psychologists:	(High School)	7 days/52.5 hours
	(Middle School)	5 days/37.5 hours
	(Elementary School)	3 days/22.5 hours
Student Advisor:		15 days/112.5 hours
Special Services Facilitator:		10 days/75 hours
Athletic Director:		10 days/75 hours
Assessment Mentor:		4 days/30 hours
Vocational Education Positions:	The District will annually report to the Association supplemental contracts offered to employees including the days/hours and basic additional duties for the position.	

The Association will be notified prior to the District offering any other supplemental contract not otherwise identified herein or pursuant to other sections of this Agreement.

If the District intends to reduce an employee’s supplemental contract for the following year to a level less than the number worked by the employee during the current year: (a) notification to the Association will be made at least ten (10) days prior to the employee being notified; (b) the employee will be notified no later than May 15; and (c) the employee will be notified of the number of days offered for the following year no later than May 31. If such notifications are not given, the employee shall be entitled to the same supplemental contract work days/hours.

SECTION 8.13 – CPR/FIRST AID TRAINING

The District shall provide CPR/first aid training without charge to employees required to obtain CPR/first aid certification.

ARTICLE 9.00 - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

SECTION 9.01 - WORKING DAY

A. Length of Day

1. The normal working day for full-time employees shall be seven and one-half (7½) hours, inclusive of the duty-free lunch period, of no less than forty (40) minutes, as assigned by the District; provided, employees shall have the discretion to work the non-instructional portion of that time on or off site provided that the employee shall be on-site thirty (30) minutes before and after the student day for the benefit of students and patrons, except in the case of emergencies.
2. The District may require employees to perform extra duties related to the functioning of the school and/or the educational program which may, on occasion, extend the normal workday. Such extensions may include a return to the school building during evening hours to participate in parent-teacher conferences and school open houses. It is understood that the term "school open houses" encompasses such activities as back-to-school and curriculum nights. Employees will not be called back for evening activities more than three (3) times during a school year. It is understood that the term "return to the school building during evening hours" qualifies as an extension of the workday and is included in provisions of paragraph 3 below.
3. Extensions of the workday shall not exceed more than twelve (12) times in any one (1) school year, and shall not exceed more than two (2) times a month. Affected employees shall be given one (1) week's written notice before the extended day is to be worked. Extensions which occur immediately before or after the regular workday shall not exceed one (1) hour in length on six occasions and one-half (1/2) hour in length on all other occasions.
4. Employee duty-free lunch period and breaks due to student recesses shall be no less than the total amount of time as occurred during the 1999-2000 work year.
5. There shall be no less than forty-five (45) minutes between sessions of morning and afternoon kindergarten classes.
6. The District shall notify the employees at each building of their regular daily start and end times prior to the first day of the work year.

B. Preparation Time

Employees shall be guaranteed a period during the working day which complies with the following criteria:

1. General Provisions
 - a. The use of this preparation period will be reserved for non-instructional and nonsupervisory responsibilities as enumerated in the Employee Responsibilities section (6.00) and for purposes described herein (Section 9.01.B.).
 - b. The period will be scheduled at the discretion of the District (or building administrator), and will be during the student instructional day, unless otherwise indicated below.
 - c. The parties recognize that the primary purpose for the period is for individual employee's preparation for his/her basic assignment. Therefore, administrators shall protect as much of the period for this purpose as is reasonably possible.

- d. Except for periodic IEP responsibilities or in an emergency situation, no supervisory duties will be assigned or required attendance meetings held during the preparation time period.
- e. Except in emergency situations, no K-5 employee will be required to perform student recess supervisory duty. No K-5 employee will be required to perform student supervision duties when students arrive or depart from school. The District will limit and make a reasonable effort to reduce student supervisory duties for grades 6-8 counselors.
- f. Employees who give up a preparation period at the request of the Principal or his/her designee to cover the class of another employee who is absent, shall be compensated at the employee's contracted hourly rate of pay (regular \div 185 \div 7.5) prorated to the nearest quarter of an hour for time so worked.

2. Applicable only to K-5 Employees

- a. The District will provide preparation time for K-5 teachers including program specialists and library media specialists so that no less than one hundred fifty (150) minutes will be provided weekly within the student day in blocks of no less than thirty (30) continuous minutes, excluding daily passing time. Effective with the 2004-05 school year, the weekly minutes shall be increased to no less than one hundred eighty (180) minutes within the student day.
- b. K-5 classroom teachers will not be required to remain with students when instruction is being provided by P.E., Music, Art or other program specialists; provided the District may or may not require a classroom teacher to remain with students when the students are assigned to a Library Media Specialist.
- c. Support staff, excluding SLP, OT and PT employees, shall have forty-five (45) minutes each work day. The period will be a continuous block of time unless the support staff have otherwise chosen to schedule their time in other than a continuous block within the work day.

SLP, OT and PT employees shall have no less than forty-five (45) minutes within the student day. The period will be a continuous block of time unless the employee has chosen to schedule his/her time in other than a continuous block within the student day. If an employee chooses to schedule more or less planning time on a given day, he/she shall in any event schedule no less than 225 minutes each work week.
- d. Upon employee request, at least one (1) day of released time per assessment period will be provided to each employee assigned to administer the Developmental Reading Assessment. Employees may choose to divide or combine the days provided during any particular assessment period.

3. Applicable only to Middle School and Secondary School Employees

For secondary and middle schools, the period will be equal in time to one (1) student instructional period during the instructional day, to be provided in one continuous block. Support staff may choose to schedule their time in other than a continuous block of time.

No less than two (2) days of released time will be provided to each employee assigned to evaluating student writing assessments identified in the school improvement plan.

C. Parent Conferences

With respect to formal parent-teacher conferences, the following shall apply:

1. Such conferences shall not be held outside of the workday without the consent of the teacher.
2. Such conferences shall not be held on in-service days.
3. Such conferences shall be held during the non-instructional hours of a teacher's workday (except as provided in subparagraph four (4) below).
4. Both parties, in good faith, will attempt to establish a reliable method of documenting "informal" contact time pursuant to WAC 180-16-205(4)(b). Such time will be accumulated and used as justification of released time conferencing in elementary and middle school, at the discretion of the District.

SECTION 9.02 - CLASS SIZE/STUDENT ASSIGNMENT

A. The parties expressly agree that the number of students assigned to an instructional classroom employee and student caseloads assigned to other nonsupervisory certificated employees impact both the workload of the employee and the success of the educational programs of the District. The parties also agree that the unique mix of students in any particular class has an impact on workload and instruction.

1. Within each school, employees' classes will be composed so that the classroom responsibilities of the respective employees in a grade, department or program shall be equitably apportioned.
2. Assignment of IEP identified students will result in an equitable apportionment, with special consideration for the nature and extent of the disability, among the regular education classroom teachers at each school in the Spring for assignment the following year. All newly enrolled IEP students will be equitably apportioned among the regular education classroom teachers.
3. Prior to or within 48 hours of the assignment of an IEP student or student with special needs into a regular classroom the receiving teacher will be notified.
4. The District will identify optional staff development or training opportunities for employees involved with special education or special needs students.
5. For classes where there exist physical limitations as to the number of operating student work stations (such as classes in which instruction is largely dependent upon the use of special equipment, machines or other mechanical devices or special work stations of a highly individualized nature), the maximum number of students in such classes will be determined by the building administrator after consultation with and receiving the advice of the teacher providing the instruction in the classroom.

B. In an effort to assist schools in addressing class size, the District will allocate certificated staff resource units in such a manner as to permit schools to achieve District Class Size/Case Load Goals to the extent possible, given the available resources.

The District and Association expressly agree that the following are goals and are not class size limits except as otherwise provided below and that it may become necessary to assign more students than the goal to an employee. It is further recognized by both parties that revenue sources are limited and there are additional program and operational needs of the District. In

order to monitor and assess District achievement of these goals, a report shall be provided to the Association based on enrollment on each student count date of the year (fourth student day in the first month, and the first student day of October through May). For elementary goals, the report will include school, employee, number of students, and grade level. For secondary goals, the report will include school, employee, class subject, number of students in each class, and an aggregate total of students assigned to the employee.

Based on the reports of October and March, the District shall inform the parents/guardians of students who have been assigned to an employee at a grade level or class subject section that exceeds the class size goal or caseload goal. The information will be provided after each report and include specific information regarding both daily load and section goals.

1. Kindergarten: Twenty-four (24) or fewer students assigned to each session of the classroom teacher.
2. Combined Grades K-1
Daily FTE students equals twenty-four (24) or fewer students.
3. Grades 1-3
Twenty-five (25) or fewer students assigned to each classroom teacher.
4. Combined Grades 3-4
Twenty-five (25) or fewer students assigned to each classroom teacher.
5. Grade 4
Twenty-six (26) or fewer students assigned to each classroom teacher.
6. Grade 5
Twenty-seven (27) or fewer students assigned to each classroom teacher.
7. Grades 6-8
A daily student load of 174 or fewer students assigned to each classroom teacher. (Basis for calculating daily load: 6 sections x 29 students.)
8. Grades 9-12: A daily load of 150 or fewer students assigned to each classroom teacher at Cascade, Everett or Sequoia High School. (Basis for calculating daily load: 5 sections x 30 students.) A daily load of 105 or fewer students assigned to each classroom teacher at Henry M. Jackson High School. (Basis for calculating daily load: 3 sections x 35 students). Instructional Class/Period Limit: After the fifteenth instructional day of the school year, no more than one section may exceed 31 students (excluding a teacher's student assistants) at high schools where teachers are assigned five daily instructional periods.
9. Speech/Language Pathologist (SLP)
Forty-five (45) or fewer students assigned to each SLP. Students are weighted: 3.0 technology dependent, all others 1.0 – for caseload assignment. Any SLP with greater than fifty (50) weighted students will be assigned SLP Assistant time.
10. Counselors Grades 6-8
A caseload of 350 or fewer students assigned to each counselor.
11. Counselors Grades 9-12
A caseload of 425 or fewer students assigned to each counselor.
12. Elementary Specialists
Music, library, physical education and other program specialists are assigned the corresponding grade level goal of students for each instructional period.

13. Secondary Physical Education
A daily student load of 210 at grades 6-8 and 190 at grades 9-12 or fewer students assigned to each classroom teacher. (Basis for calculating daily load: 5 sections x 38 students at grades 9-12, and 6 sections x 35 students at grades 6-8). No single class shall exceed forty (40) students in excess of ten (10) school days after September 20.
 14. Secondary Music Performance Groups (Band, Choral etc)
Class sizes shall be conducive to effective instruction, student learning and group performance.
 15. Occupational/Physical Therapist
Thirty (30) or fewer students assigned for specially-designed instruction or related services. Any OT/PT with greater than thirty-five (35) students will be assigned assistant time.
 16. Psychologists: Staffing district-wide at a 1.0 FTE psychologist per 1300 students in the school population. Assignment of school psychologist FTE to buildings shall be determined after consulting with the school psychologists as a group on the unique needs and caseloads of particular buildings.
 17. Special Education Resource Room Grades K-5: Thirty (30) or fewer special education students assigned to each resource room teacher.
 18. Special Education Resource Room Grades 6-12: Thirty-five (35) or fewer special education students assigned to each resource room teacher.
 19. Special Education Self-Contained 1 (academic): Fifteen (15) or fewer special education students assigned to each self-contained teacher.
 20. Special Education Self-Contained 2 (life skills): Ten (10) or fewer special education students assigned to each self-contained teacher.
 21. Emotionally/Behaviorally Disabled (EBD): Ten (10) or fewer special education students assigned to each EBD teacher.
 22. Pre-School: Twelve (12) or fewer students assigned to each session for 2003-04; eleven (11) or fewer students assigned to each session for 2004-05; and ten (10) or fewer students assigned to each session beginning in 2005-06.
- C. Where more than one teacher shares a class, the class size will be determined by dividing the class enrollment by the FTE teachers assigned to the class. For example, a class of forty (40) being taught by 1.5 FTE teachers would have an adjusted class size of twenty seven (27) for purposes of determining class size.

SECTION 9.03 - SCHOOL FACILITIES

Each school shall have the following facilities and equipment for the use of staff in that school:

- A. Adequate space in each building to safely store instructional materials and supplies.
- B. A work area containing equipment and supplies to aid in the preparation of instructional materials.
- C. A furnished staff room separate from any work area.
- D. A telephone line and instrument will be provided in each school for staff use to conduct school business in private.

- E. A serviceable desk, chair, or similar accommodation and a filing cabinet in each work area.
- F. Well-lighted and clean restrooms separate for each sex and separate from student restrooms.
- G. A dining area which may be part of the staff room but separate from student facilities.
- H. All employees will be assigned keys to their classrooms or work areas which require locking. Employees will be granted access to the building on weekends or holidays.
- I. Each school that has a parking lot will reserve spaces when available for employee parking during the working day.

SECTION 9.04 - IN-SERVICE PROFESSIONAL EDUCATION

It is recognized that an effective employee development program is necessary to provide continuing opportunities for professional growth. Therefore: (1) The District shall periodically survey employees to determine development and training needs; and (2) a joint District Association committee shall be formed by October 1 of each year to plan and implement in service education. Said committee shall be at least 60% composed of employees appointed by the Association and the management members shall be chosen by the Superintendent. Such surveying, subsequent planning and implementation may be with the assistance of other agencies, colleges, and/or universities.

Staff members shall be encouraged to recommend to the District topics for after-school courses, workshops, conferences and programs designed to improve the quality of instruction, including courses for employees who will be responsible for new curricular programs. Where feasible and possible, in-service courses shall be designed and offered for college credit.

SECTION 9.05 - SAFE WORKING CONDITIONS

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Employees believing that a condition is unsafe or hazardous shall notify the building principal or his/her designee in writing stating his/her concerns. The building principal or designee shall respond to such notification within three (3) working days. Employees shall recognize their responsibility to avoid actions which endanger any other person or make a hazardous condition for other employees or students.

SECTION 9.06 - PREROGATIVES OF CERTIFICATED STAFF

The District will comply with state laws and regulations regarding instruction in the classroom. The following employee responsibilities will be assigned only to persons who are required to have a certificate, in accordance with state law, to hold the position for which they were employed:

- A. Evaluation of a student's progress;
- B. Reporting to parents or guardians;
- C. Deciding each child's program of instruction.

The above limitations are not intended to preclude certificated personnel from involving other persons as resource personnel, nor to preclude other persons from being involved in the above areas if required by law.

Teachers will only be expected to supervise paraeducators or other classified personnel who are assisting students assigned to that teacher. Teachers shall be evaluated and held responsible only for the fulfillment of their own duties and responsibilities and not the performance or behaviors of paraeducators or other classified personnel.

SECTION 9.07 - CURRICULUM DEVELOPMENT

The District recognizes that the training and experience of its employees indicates that they have an important role in curriculum development and instructional material selection. The District in accordance with RCW 28A.320 further recognizes that there is a need for community and student involvement in curriculum and that such involvement should be solicited.

The administration shall work with the staff and Association representatives in more adequately fulfilling the above provision.

SECTION 9.08 - SUMMER SCHOOL

A. Staffing

1. Position openings for District-wide programs will be posted District-wide for a minimum of ten (10) workdays. Position openings for school-specific programs will be posted within the school's building for at least five (5) workdays prior to posting the position throughout the District and for outside applicants.
2. In the event more than one candidate applies for a position, the Human Resources Department will utilize the criteria set forth in Section 5.11, Paragraph D.1. With application of such criteria, the decision of Human Resources will be final and will determine the selected candidate to be offered the Summer School Instructor position.
3. Summer school positions and classes are subject to cancellation if the District determines there is insufficient enrollment in the class.

B. Staff Training and Orientation. Summer School Instructors teaching ten (10) or more days during summer school will be expected to attend two (2) days (7.5 hours each) of staff training and orientation prior to the start of summer school. These days are directed by the District for District-wide summer programs and may be building-directed for building programs.

C. Preparation and Planning Time.

1. For Summer School Instructors with an instructional day of four (4) hours or less, there will be thirty (30) minutes of paid planning time provided each day, in addition to instructional time.
2. For Summer School Instructors with an instructional day of more than four (4) hours each day, there will be forty-five (45) minutes of paid planning time provided each day, in addition to instructional time.
3. The daily preparation and planning time will be performed as determined by the employee, so long as the basic responsibilities for instructional planning are fulfilled.

D. Hours. No employee shall be required to work less than two (2) hours, inclusive of preparation and planning time, per day during summer school.

E. Curriculum Development. Curriculum development of a summer school program must be arranged in advance with the building principal. Such arrangements should include the maximum number of hours that the principal has authorized for payment at the Workshop and Curriculum rate set forth in Section 8.06 of the EEA/UTE collective bargaining agreement. The employee shall have the option to select or decline the arrangement for curriculum development services.

SECTION 9.09 - INSTRUCTIONAL MATERIALS

Complaints from parents or other residents of the District regarding an employee's use of any particular instructional material shall be processed in accordance with policy established by the Board. The District agrees to discuss with the Association any proposed revisions of such policy prior to action by the Board.

The District agrees that it will not normally restrict an employee's use of approved instructional materials because of a complaint from parents or other residents of the District.

SECTION 9.10 - TEACHER ASSISTANCE

- A. The District and Association agree that participation in the State sponsored Teacher Assistance Program would be beneficial for beginning, experienced, and mentor teachers. Both the District and Association wish to encourage and support those staff interested in participating as mentor, beginning, or experienced teachers.

To participate in this program the District and Association In-Service Professional Education Committee will review, develop and oversee the implementation of the Teacher Assistance Program each year prior to July 1. This will be accomplished within the following guidelines:

1. Participation by mentor, beginning, or experienced teachers is voluntary.
2. The committee will develop appropriate selection criteria.
3. Released time from normal instructional duties will be made available to the mentor and mentee employee.
4. The District will not be obligated to expend any funds beyond those specifically provided for by the State.

- B. New Teacher Assistance

1. No teacher in his/her first year in the profession will be involuntarily assigned more than two (2) course preparations (6-12) or a split class (K-5).
2. The regular classroom/instructional site of a teacher in his/her first year in the profession will be made available during his/her preparation period of time.
3. A teacher identified as a provisional status employee in accordance with the state statute shall not have his/her contract non-renewed unless first receiving notice and assistance in accordance with the evaluation provisions of Article 10.00.
4. An employee new to the profession, at his/her option, shall be granted up to three (3) days released time to be scheduled at the employee's discretion for individual planning, observations or work with the employee's mentor.

SECTION 9.11 - CONTRACT WAIVER

The District and Association may agree to waive specific provisions of this Agreement in accordance with the following:

- A. Requests from a school or work site must be submitted on the Contract Waiver Request Form. The completed form must be submitted to the Superintendent and the Association President concurrently and will be granted only if both the District and Association approve such request in accordance with the provisions of this Section.

- B. A contract waiver request must include the following:
1. Reference to the specific provisions of the Agreement requested to be waived;
 2. Rationale for the waiver;
 3. The specific timelines - beginning and ending dates - for the waiver;
 4. Description of what employees would be affected by the waiver and how they would be affected;
 5. Description of how the decision to request the waiver was made and evidence it reflects approval of the building principal and at least 80% approval of those in the Association's bargaining unit at the school or work site;
 6. Description of the cost or budget impact of the waiver, if any; and
 7. Explanation of how the waiver, if granted, might affect other employees outside of the school site and other operations of the District, if any.
- C. No Agreement waiver shall be granted for a duration of more than one (1) school year, unless extended in writing by both parties, and no Agreement waiver shall be granted for a duration that extends beyond the expiration date of the current Agreement. Either party to this Agreement may terminate the waiver after providing the other party with at least forty-five (45) calendar days advance written notice or sooner if both parties agree.
- D. The Association and District agree that any waivers granted are not precedent setting. The parties further agree that once the waiver has expired, all waived provisions shall return to the status contained in the Collective Bargaining Agreement at the time of the waiver's expiration.
- E. Schools shall not use "site-based/shared decision making" to implement conditions of employment that are contrary to the terms of this Agreement without, prior to implementation, first obtaining a waiver as described in this provision.
- F. An Agreement waiver will be considered an addendum to this Agreement and any dispute as to its interpretation or application will be solved by the parties through either negotiations, the use of the grievance procedure or termination of the waiver. If the parties cannot agree upon a resolution or the means of resolution, the waiver will be terminated within forty-five (45) calendar days upon written notice from one party or sooner if agreed by both parties.
- G. For its duration, this Agreement, except to the extent waived pursuant to the above provision, will remain in full force and effect and have full application to the employees covered by this Agreement who are affected by the site based/shared decision making process.

**EVERETT SCHOOL DISTRICT & EVERETT EDUCATION ASSOCIATION/UNITED TEACHERS OF
EVERETT
CONTRACT WAIVER REQUEST FORM**

The Collective Bargaining Agreement between the Everett School District and the Everett Education Association/United Teachers of Everett provides a process for a school's staff to obtain a waiver of a specific contract provision (see Article IX, Section 9.11 of the Collective Bargaining Agreement). This form must be used to request such a waiver.

SCHOOL: _____ DATE: _____

1. THE WAIVER IS FOR WHAT SPECIFIC CONTRACT PROVISION?

2. WHAT IS THE RATIONALE FOR THE REQUESTED WAIVER?

3. WHAT ARE THE BEGINNING AND ENDING DATES FOR THE REQUESTED WAIVER?

(NOTE: No waiver will be granted for a duration of more than one school year, and none shall be granted for a duration that extends beyond the expiration date of the current Collective Bargaining Agreement.)

Beginning: _____ Ending: _____

4. WHAT EMPLOYEES ARE AFFECTED BY THE WAIVER, AND HOW ARE THEY AFFECTED?

**EVERETT SCHOOL DISTRICT AND EVERETT EDUCATION ASSOCIATION/UNITED TEACHERS OF
EVERETT
CONTRACT WAIVER REQUEST FORM (CONT.)**

5. DOES THE DECISION REFLECT AT LEAST 80% APPROVAL OF THOSE IN EEA's BARGAINING UNIT AT THE SCHOOL SITE?

Yes: _____ No: _____

DESCRIBE BELOW HOW THE DECISION WAS MADE:

6. WHAT IS THE POTENTIAL COST OR BUDGET IMPACT OF THE WAIVER?

7. EXPLAIN HOW THE WAIVER, IF GRANTED, MIGHT AFFECT OTHER EMPLOYEES OUTSIDE OF THE SCHOOL SITE AND OTHER OPERATIONS OF THE DISTRICT.

*THIS FORM MUST BE SUBMITTED TO THE SUPERINTENDENT AND ASSOCIATION PRESIDENT. APPROVAL MUST BE RECEIVED FROM THE DISTRICT AND EEA **PRIOR** TO IMPLEMENTATION OF THE REQUESTED WAIVER.*

Building Principal _____ EEA/UTE Building Representative

Date _____ Date

RESPONSE TO WAIVER REQUEST

Request granted: _____

Request granted: _____

Request denied: _____

Request denied: _____

Superintendent

EEA/UTE President

Date

Date

SECTION 9.12 – CONFERENCE DAYS

- A. There will be two (2) elementary conferences annually of five (5) days in the Fall and in the Spring with students being released two and one-half (2½) hours daily on each of the conference days. Conferences in the Spring will be limited to those deemed necessary or requested by either the parent or teacher.
- B. Kindergarten
 - 1. Each Kindergarten teacher that teaches two class sessions per day (AM and PM Kindergarten sessions) will be offered up to eight (8) days of released time to conduct conferencing/student assessment activities.
 - 2. Each Kindergarten teacher that teaches one class session over the full day (All Day Kindergarten) will be offered up to four (4) days of release time to conduct assessment activities.
 - 3. Teachers teaching half time (AM or PM Kindergarten session) will receive up to eight (8) half (½) days of release time to conduct conferencing/student assessment activities. Half-time Kindergarten teachers may elect to work some or all of these half (½) days in lieu of release time. Such additional work will be compensated at the individual's per diem contract rate.
 - 4. Substitutes will be provided for this release time for teachers in paragraphs 1, 2 and 3 above. The release time may be taken at a time mutually agreeable with the employee and his/her principal.
- C. There will be an annual middle school conference of five (5) days in the Fall with students being released two and one-half (2½) hours early on each of the conference days.
- D. Prior to the conference week(s) (elementary and middle school), the time provided by two and one-half (2½) hour early releases may be used by employees to prepare for conferences.
- E. There will be one high school Spring period of four (4) days with students being released two and one-half (2½) hours early on each of the days to be used for work related to culminating exhibitions or scholarly papers.
- F. There will be one middle school Spring period of four (4) days with students being released two and one-half (2½) hours early on each of the days to be used for work relating to development or implementation of program components of the middle school competency profile project as determined by the school's staff.
- G. Levels which are not releasing students early in accordance with the paragraphs above shall have school days of regular instructional length.

SECTION 9.13 – SPECIAL EDUCATION WORKLOAD/INCENTIVES

- A. In order to address the unique workload concerns of employees in special education programs, each special education staff member shall be given a supplemental contract for three (3) additional days (22.5 hours) at the individual's per diem rate of pay or four (4) release days each year to prepare individual education plans and/or assessment reports, or hold meetings related to such responsibilities as determined by the employee.
- B. SLP, OT/PT and classroom teachers in the Special Services Department will be reimbursed up to two hundred dollars (\$200) annually from their school or the Special Services Department budget for purchases of classroom-related supplies and materials.

SECTION 9.14 - STANDARDIZED ASSESSMENT REPORTING

Many factors affect student achievement and some of these factors are outside the control of teachers. To assist the community in understanding student achievement, the District shall report factors affecting student results on the WASL or other standardized tests and performance assessments administered throughout the District or at any school.

When reporting standardized test results to the media, parents, community and general public in written publications of the District or school, the District also will report demographic and test information such as the number of students on free and reduced lunches, mobility data, the percent of students tested, the percent of students exempted from testing, the percent of students enrolled in special programs, and any other information that would provide a more complete and accurate picture of student achievement.

ARTICLE 10.00 - EVALUATION PROCEDURES

SECTION 10.01 - INTRODUCTION TO THE EVALUATION PROCESS

The evaluation procedure set forth herein shall provide for a positive attitude to be maintained by all parties toward the development and improvement of the instructional program of the District. The evaluation procedure shall recognize various levels of performance and encourage improvement in specific, identifiable areas through the systematic assessment of the instructional program. It shall be understood by the parties that the purpose of this evaluation procedure is to improve the instructional program being offered by the District, as well as meet state requirements for the evaluation of certificated personnel.

SECTION 10.02 - EVALUATION

A. Performance Evaluation Analysis

1. Responsibility for Evaluation

Within each school the principal shall be responsible for the evaluation of employees assigned to that school. An employee assigned to more than one (1) school shall be evaluated by one (1) principal considering information provided by principals of each school. The administrative organization plan of the District shall be used to determine lines of responsibility for evaluation of any employee who is not regularly assigned to any school. Any principal or administrator may designate other administrators to assist in the observation and evaluation process. If an employee believes he/she cannot receive an objective evaluation from a designated administrator then he/she may make a written request before November 15 that an alternate evaluator be appointed. If the Association concurs with the request, and the employee has not been recommended for probation, the principal will then designate another individual to perform the evaluation which may include input from the principal.

2. Evaluation Criteria

All employees shall be evaluated in accordance with the criteria set forth in the appropriate "Criteria for Analysis" section below (10.03 or 10.04). Evaluations required hereunder shall be documented on the appropriate evaluation report form attached hereto as Appendices 5B & 6.

3. Required Evaluations

- a. All employees, including new employees, shall be evaluated annually, such evaluations to be completed no later than two (2) weeks prior to the last student day.
- b. If an employee is transferred to another position not under the administrator's jurisdiction, an evaluation may be made at the time of such transfer.
- c. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.
- d. If the administrator contemplates recommending that an employee be placed on probation, an evaluation shall be made on or before January 15.
- e. The evaluation of an employee shall be based upon the observations of the employee's performance as provided in paragraph B below together with such other sources of information as may be pertinent to the specific criteria, provided that when any evaluation is to be based upon information other than

observations and evaluator-employee contacts, the employee shall be informed (of the source and nature of such information) orally within ten (10) working days or in writing within fifteen (15) working days after such information came to the evaluator's attention.

- f. Evaluations may make suggestions or recommendations for changes and improvements in subsequent school years, however, evaluation judgments and conclusions shall be based on the employee's performance during the school year in question.
- g. The judgments reflected in staff evaluations will be based on the professional performance of the employee (as reflected in the criteria for analysis in Sections 10.03 and 10.04) and not the standardized test or performance assessment scores of the students taught by that employee.

B. Observations

1. As early as possible in each school year, the building principal or other evaluator will hold a conference with each employee prior to any observations. During the conference the evaluator should ask about planning for instruction and discuss goals with the employee. The employee shall have the opportunity to suggest specific items to be observed. Specific items may include, but not be limited to, the appropriate "Criteria for Analysis".
2. During each school year each employee (including new employees) shall be observed for the purpose of evaluation at least twice in the performance of his or her assigned duties. For those employees under contract by October 15 of each year, the first observation shall be no later than the end of the first semester. Total observation time for each employee shall be not less than sixty (60) minutes; at least one (1) observation shall be at least thirty (30) minutes in length. The first observation for new employees shall occur within the first ninety (90) calendar days of employment and shall be of at least thirty (30) minutes in length. The evaluator shall give at least three (3) work days prior notice of a required observation, such notice to specify the specific time or class period for the observation. If possible, the time for the observation shall be mutually worked out between the evaluator and employee.
3. In addition to the observations required under paragraph B.2 above, the evaluator may make additional observations at any time during the school year.
4. The supervisor or other designated evaluator shall promptly document each observation and shall provide the employee with a copy thereof within three (3) days after each report is prepared. A series of observations conducted within a period of twenty (20) working days may be considered to be a single observation for documentation purposes. A post-observation conference between the evaluator and employee shall be held if either person requests. The employee shall sign the school district's copy of the observation report to indicate that he/she has seen the report and has been given a copy thereof. The employee's signature on the observation report does not necessarily imply agreement with the contents thereof.
5. In the event that any observation report indicates that the employee has performance deficiencies in one (1) or more areas defined in the evaluation criteria, the evaluator and the employee shall have a post-observation conference which shall include discussion of the deficient area(s) and recommendations for improvement.
6. Observations shall be documented on the form attached hereto as Appendix 5A.

C. Evaluation Documentation

1. Evaluations required under paragraph A.3 above shall be documented using the appropriate evaluation report form attached hereto as Appendices 5 and 6. In addition to

documenting each employee's performance in each major performance category as set forth in the appropriate evaluation criteria, the evaluator shall rate the overall performance of the employee as satisfactory or unsatisfactory on the evaluation report form. Such overall performance rating shall reflect the evaluator's judgment as to the overall performance of the employee.

2. Each employee shall be provided with a copy of his or her evaluation report within three (3) days after such report is prepared. The employee shall sign the District's copy of the evaluation report to indicate that he or she has seen the report and has been given a copy thereof. The employee's signature on the evaluation report does not necessarily imply agreement with the evaluation.
3. Following the completion of each evaluation report, a meeting shall be held between the evaluator and the employee to discuss the contents thereof, if either party so requests.
4. The District's copy of each evaluation report shall be forwarded to the District Human Resources Department for filing in the employee's personnel file.

D. Probation

Paragraphs 1-6 below apply to all employees of the Association bargaining unit except for any provisional employee in his/her first (or if applicable second) year of employment with the District. Paragraph 7 applies to any provisional employee with a provisional contract in his/her first (or if applicable second) year of employment with the District.

1. Evaluator's Report

In the event that an evaluator determines that the performance of an employee under his or her supervision is unsatisfactory, the evaluator shall report the same in writing to the Superintendent on or before January 20. The report shall include the following:

- a. The evaluation report prepared pursuant to the provisions of paragraphs A.3.d and C.1 above, and
- b. A recommended specific and reasonable program designed to assist the employee in improving his or her performance.

2. Establishment of Probationary Period

If the Superintendent concurs with the administrator's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee in a probationary status for a period of not less than sixty (60) school days anytime after October 15 and ending on May 1. Before being placed on probation, the Association and the employee shall be given written notice of action of the Superintendent which notice shall contain the following information:

- a. Specific areas of performance deficiencies;
- b. A suggested specific and reasonable program for improvement;
- c. 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 his or her area or areas of deficiency.

3. Evaluation During the Probationary Period

- a. At or about the time of the delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. The District,

the Association or the probationer may request an independent observer to assist during the probationary period. If the District and the Association concur on the use of an observer, the fees and expenses shall be jointly shared.

- b. During the probationary period the evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The provisions of paragraphs B.4 and B.6 above shall apply to the documentation of observation reports during the probationary period.
- c. The probationary employee may be removed from probation at any time if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his or her notice of probation.

4. Evaluator's Post-Probation Report

Unless the probationary employee has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which report shall identify whether the performance of the probationary employee has improved and which shall set forth one (1) of the following recommendations for further action:

- a. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status, or
- b. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
- c. That the employee has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to nonrenew the employment contract of the employee.

5. Action by the Superintendent

Following a review of any report submitted pursuant to paragraph D.4 above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

6. Records

Records of probation and supporting documentation for an unsatisfactory evaluation exclusive of the Annual Evaluation Form will be maintained in the employee's file for three (3) years and will, if no further unsatisfactory analyses are made in the interim, be removed and destroyed.

7. Provisional Employees

Before nonrenewing a first (or if applicable second) year provisional employee, the evaluator shall have made good faith efforts beyond the minimum requirements of the evaluation process to assist the employee in making satisfactory progress toward remediating any deficiencies. These efforts shall include:

- a. An evaluation conducted in accordance with each provision of Section 10.02, Paragraphs A, B and C;
- b. Written notice to the Association and employee prior to March 1, or thirty calendar days after the employee began work, whichever is later;

- c. A specific and reasonable program designed to assist the employee in making satisfactory progress in improving his/her performance;
- d. A description of the assistance and services the District will provide to the employee to improve his/her performance;
- e. Periodic reports to inform the employee of the evaluator's judgment on the employee's progress toward remediating deficiencies.

E. Short Form Evaluation

After an employee has four (4) years of satisfactory evaluations under the regular process, an administrator may use a short form of evaluation, as allowed by RCW 28A.405.100(5), in lieu of the process set forth in paragraphs A. through D. above.

The regular evaluation process shall be followed at least once every four (4) years and an employee or evaluator may request that the regular evaluation process be conducted in any given school year. No less than fifty percent (50%) of the employees with four satisfactory years on the regular evaluation process at each school shall each year be offered an evaluation option in accordance with the Short Form or Professional Growth process herein.

The short form of evaluation shall be consistent with the following:

1. If an evaluator intends to use the short form process, the evaluatee shall be notified in writing prior to the beginning of the process, said notice to include a list of the three (3) options allowed by paragraph two (2) below. The evaluatee may request the regular process at that time.
2. The evaluator and evaluatee shall choose one (1) of the three (3) options below for the short form process:
 - a. One (1) thirty (30) minute observation during the school year with a written observation report.
 - b. A final annual written evaluation based on the criteria in Section 10.03 or 10.04, as applicable, with two (2) observations during the school year totaling sixty (60) minutes without a written summary of such observations.
 - c. Professional Growth Program outlined in F. below. The Professional Growth Program may be established for up to a two (2) year period of time.
3. The following procedural requirements of the regular evaluation process shall apply:
 - a. Responsibility for Evaluation (See 10.02 A.1.).
 - b. Time limit on the delivery of an observation report(s). (See 10.02.B.4).
 - c. Prior notice of required observations. (See 10.02 B.2.).
4. The short form evaluation process shall not be used as a basis for determining that an employee's work is unsatisfactory, nor as probable cause for the nonrenewal of an employee's contract under RCW 28A.405.210.

F. Professional Growth Program

The Professional Growth Program is a form of personal evaluation in which the emphasis is on enhancements and improvements in job related skills, techniques, and abilities.

The employee, with the aid of his/her supervisor, shall seek to develop a professional growth plan. The plan can cover up to a two (2) year period while the employee is on the short form process. The employee is encouraged to set goals as a part of the plan. One (1) or more of the following sources of information shall be used by the employee in developing a professional growth plan:

1. Peer review and evaluation;
2. Input by parents;
3. Input by students;
4. Personal and/or professional goals;
5. School district goals;
6. Building goals;
7. Self-assessment;
8. Personal academic records; and
9. School district observations and evaluations.

The role of the supervisor is to assist the employee in developing the professional growth plan and then to assist in its implementation, particularly by making reasonable efforts to provide the resources necessary to implement it.

The In-Service Committee (Section 9.04) shall serve as the Professional Growth Committee (as provided in WAC 392-192) and shall seek to enhance the District's professional growth program, particularly by linking identified professional needs with appropriate inservice, staff development, and other appropriate professional growth and instructional improvement opportunities.

Materials/records/portfolios expressly developed as a result of the individual's participation in the professional growth program shall be the property of the certificated staff member participating in the program and shall not be retained in the employee's personnel file or used by the District in its formal evaluation criteria.

SECTION 10.03 - CRITERIA FOR ANALYSIS - TEACHING STAFF

It is understood that the categories for evaluation outlined below are applicable to all teaching situations but all of the specific criteria thereunder may not be applicable to all teaching situations.

These criteria for analysis are designed to assist the staff members and evaluators in defining the skills of teaching as well as to evaluate performance as required by law.

- I. Instruction Skill - The teacher demonstrates competency (knowledge and skill) in designing and conducting an instructional experience; carrying out the teaching act.
 - A. Preparation for Instruction
 1. Develops behavioral objectives:
 - a. Meaningful for student growth;
 - b. Recognizing different levels of student achievement;
 - c. Encouraging learners to set individual personal goals whenever possible;
 - d. Within framework of District objectives.
 2. Plans for effective and continuing motivation which:
 - a. Utilizes variety of classroom activities and teaching strategies;
 - b. Delegates activities to students;
 - c. Organizes in accord with accepted principles of learning;
 - d. Develops activities from an understanding of individual students;

- e. Defines clearly who does what, when, and why.

3. Plans for utilization of:
 - a. Student talents and abilities as teaching resources;
 - b. Appropriate staff support;
 - c. Media to motivate;
 - d. Resources and learning centers.
- B. Action Phase of Teaching Process
1. Achieves a positive climate for learning:
 - a. In an atmosphere of agreement so that the teacher and the pupil respect opinions of each other;
 - b. With understanding and consideration of personal problems and individuals;
 - c. With perception and concern about all kinds of behavior;
 - d. By establishing a positive climate that is fair and impartial;
 - e. With open and natural acceptance of errors by both teacher and students;
 - f. Using physical arrangement of environment to facilitate interaction;
 - g. By maintaining reasonable control with a minimum of tension and strain; anticipated difficulties; and encouraging creativity and enthusiasm while providing balance between freedom and control;
 - h. By helping the students to direct their own learning and assume responsibility;
 - i. Initiating effective classroom procedures.
 2. Controls the interaction through:
 - a. Ground rules established by teacher and/or class;
 - b. Instructions and demonstrations which are interesting and lively;
 - c. Materials pre-prepared and ready when needed.
 3. Achieves student participation by:
 - a. Understanding student behavior, being equitable and consistent and showing tolerance for sincere student error;
 - b. Group discussions conducted skillfully, maximizing group ideas and conclusions rather than teacher's;
 - c. Questions selected to indicate relationships and analogies;
 - d. Encouragement for students to examine thoroughly and use objective evidence;
 - e. Leading students to discover and inquire;
 - f. Emphasis on the process of finding answers as well as the answer itself;
 - g. Opportunities for guessing, hypothesizing, supporting and forecasting without fear that wrong answers will be penalized;
 - h. Reward of originality and acceptance of pupil ideas as having value;
 - i. Balance of teacher direction and student leadership.
 4. Individualized lessons by:
 - a. Selecting questions based on individual level of ability;
 - b. Pacing lessons according to needs of individuals;
 - c. Selecting tasks to permit each student to succeed at his/her own level;
 - d. Encouraging independent thinking;
 - e. Using variety of tasks so that all students may participate in some learning activity;
 - f. Encouraging students to self-initiate learning modes and extended limits of tasks;
 - g. Judging promptly the kind and mode of subject matter which the pupil needs at a given moment.
- C. Evaluation Phase of the Teaching Process
1. Measures the results from evaluation procedures, formal and informal;
 - a. To make them an integral part of all phases of instruction;
 - b. To determine if behavioral objectives have been accomplished;
 - c. To lead the learner to assume an important role in the evaluation of his/her own growth and development.
 2. Uses the results of formal and informal evaluation:
 - a. To determine next step of the interaction;

- b. To provide a guide for future planning;
 - c. To judge student performance, but not as a way to label students with a grade;
 - d. To determine success of instruction.

- II. Classroom Management - The teacher demonstrates competency (knowledge and skill) in organizing the physical elements in the educational setting. The evaluation procedure assesses such teacher abilities and practices as:
 - A. Selecting/creating and using curricular/instructional materials and media appropriate to the pupil(s), subject matter, and the outcome/objective to be achieved;
 - B. Organizing the physical setting so that it contributes to learning;
 - C. Identifying and appropriately using instruction resources available throughout the District and community;
 - D. Organizing individual, small group, or large group learning experiences as appropriate to the pupil(s), subject matter, and outcome desired;
 - E. Providing an emotional climate conducive to student learning;
 - F. Developing plans to assist substitute teachers in conducting learning experiences appropriate to subject and instructional goals.

- III. Professional Preparation and Scholarship - The teacher exhibits evidence of having a theoretical background and knowledge in pedagogy and a commitment to education as a profession.
 - A. Extent and quality of basic preparation;
 - B. Possesses and maintains appropriate academic background in subject area.

- IV. Effort Toward Improvement When Needed - The teacher demonstrates an awareness of his/her limitations and strengths by efforts to improve or enhance competence. The teacher is committed to and participates in:
 - A. In-service and career development activities sponsored by the District, educational service district and professional organizations;
 - B. Continuing education and training initiated and selected by the individual;
 - C. Follow-through and response to recommendations included in periodic and annual personnel evaluations:
 - 1. Is responsive to suggestions for improvement;
 - 2. Attempts to implement suggestions for improvement.

- V. Handling of Student Discipline and Attendant Problems - The teacher demonstrates to manage the noninstructional, human elements/dynamics occurring among in the educational setting.
 - A. Recognizing conditions which may lead to disciplinary problems;
 - B. Establishing clear parameters for student "in-classroom" conduct and make known these expectations;
 - C. Developing appropriate strategies for preventing disciplinary problems;
 - D. Responding appropriately to disciplinary problems when they do occur;
 - E. Resolving disciplinary problems in accordance with law, school board policy, and administrative regulations and policies;
 - F. Assisting students toward self-discipline;
 - G. Shows consistency and fairness in dealing with student behavior;
 - H. Disciplines students in a firm but controlled manner;
 - I. Encourages students to develop courtesy, self-control, respect and responsibility;
 - J. Enlists the assistance of counselors, vice-principals, principals and other supportive personnel when appropriate;
 - K. Assists in maintaining control and enforcing rules throughout the school.

- VI. Interest in Teaching Pupils - The teacher demonstrates commitment to each pupil's unique background and characteristics, and enthusiasm or enjoyment in working with pupils.

The evaluation procedure assesses the extent to which the teacher:

- A. Enjoys the process of working with students;
- B. Recognizes the characteristics of each student;
- C. Uses knowledge of individual student(s) to design learning experiences and facilitate learning;
- D. Provides guidance and assistance for students;
- E. Recognizes as valid the interests, questions, and concerns of students.

VII. Knowledge of Subject Matter - The teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) at the elementary and/or secondary levels.

- A. The instructional responsibility of the staff member is of prime significance in consideration of his/her total job performance. Effectiveness should be judged with reference to the following factors:
 - 1. Extent and quality of basic preparation;
 - 2. Degree to which knowledge is current and abreast with developments;
 - 3. Evidence of planning and good organization;
 - 4. Recognition of difference in capacities and interest of pupils;
 - 5. Instructional techniques which are resourceful and challenging.
- B. Continues professional preparation and growth through:
 - 1. Keeping informed on current trends, tendencies and practices in his/her field, using professional organizations as sources;
 - 2. Participating in and utilizing conferences, workshops and other in service training offerings;
 - 3. Helping develop and implement school-wide curricula;
 - 4. Demonstrating familiarity with current curricula projects and patterns.

VIII. Professional Relationships

- A. Maintains professional relationships by:
 - 1. Working with administrators, specialists and other staff members to improve instruction in the classroom;
 - 2. Sharing in meeting the total educational needs within the building.
- B. Develops good relationships with parents and community by:
 - 1. Cooperating with them to improve the educational program of the District;
 - 2. Presenting the school's program to the public when opportunities are available, in a professional manner.
- C. Deals with personal information and communication in a professional manner.

SECTION 10.04 - CRITERIA FOR ANALYSIS - ESA PERSONNEL

ESA personnel include: Counselors, Social Workers, School Psychologists, Therapists, Speech/Language Pathologists, Reading Specialists, and Nurses.

It is understood that the five (5) categories for evaluation outlined below are applicable to all ESA staff personnel but that all of the specific criteria thereunder may not be applicable to all such situations. These criteria for analysis are designed to assist the staff members and evaluator in defining the skills of an ESA staff member as well as to evaluate performance as required by law.

I. Knowledge and Scholarship in Special Field

- A. Exhibits ability to explain his/her use of various procedures;
- B. Demonstrates knowledge of the basic principles of human growth and development;
- C. Relates and applies knowledge, research findings and theory derived from his/her discipline to develop a program of services.

II. Specialized Skills

- A. Designs and conducts a program providing specific and unique services within his/her discipline;
- B. Synthesizes and integrates testing and nontesting data concerning the student:
 - 1. Helps the student to use such data;
 - 2. Helps others involved with the student understand and use such data in working with the student;
 - 3. Helps other specialists by providing case study material.
- C. Administers assessment procedures or organizes and assists those who will administer assessment procedures;
- D. Assists employees and administrators to utilize specialized information into the regular curricular program.

III. Management of Special and Technical Environment

- A. Selects and recommends testing and non-testing devices, materials and equipment appropriate to student needs;
- B. Demonstrates knowledge of limitations and restrictions of testing and non testing devices, materials and equipment;
- C. Uses comparative and interpretive data;
- D. Creates an environment which provides privacy and protects students and family information as mandated by federal and state regulations.

IV. Professionalism

- A. Commitment to professional activities:
 - 1. Continues professional preparation and growth through keeping informed on current trends, tendencies and practices in his/her field, using professional organizations as sources;
 - 2. Continues professional preparation and growth through participating in and utilizing conferences, workshops, and other in-service training offerings.
- B. Effort toward improvement when needed. The staff member demonstrates an awareness of his/her limitations and strengths by efforts to improve or enhance competence. The staff member is committed to and participates in:
 - 1. In-service and career development activities sponsored by the District, educational service district, and professional organizations;
 - 2. Continuing education and training initiated and selected by the individual;
 - 3. Follow-through and response to recommendations included in periodic and annual personnel evaluations:
 - a. Is responsive to suggestions for improvement;
 - b. Attempts to implement suggestions for improvement.
- C. Acknowledges personal and professional limitations:
 - 1. Has the ability to make appropriate referrals;
 - 2. Aware of limitation as defined by law.

V. Involvement in Assisting Pupils, Parents, and Education Personnel

- A. Consults with appropriate District staff members concerning the development, coordination and/or extension of services to those needing specialized programs;
- B. Plans and develops an ESA program to serve the preventive and developmental needs of the school population and the special needs for some students;
- C. Interprets characteristics and needs of students to parents, staff, and/or community in group and individual settings via oral and written communications;
- D. Develops good relationships with parents and community by:
 - 1. Cooperating with them to improve the educational program for individual students and the District;

2. Presenting the school's program to the public when opportunities are available, in a professional manner.

ARTICLE 11.00 - LAYOFF AND RECALL

SECTION 11.01 - PROCEDURE FOR STAFF REDUCTION

This Article shall govern staff reductions which may be required as a direct result of:

- A. Enrollment decline;
- B. Failure of a special levy election or other events resulting in a significant reduction in revenue;
- C. Termination or reduction of funding of categorically funded projects.

This Article shall have no application to and shall place no limitation upon the right of the District to discharge, nonrenew or adversely affect the contract status of employees for any reason other than those enumerated above.

It is not the intent that these procedures would be used to lay off any employee on the basis of job performance. If the conditions identified in A, B, and C above cause the District to adopt a reduced educational program, those employees who will be laid off or adversely affected in their contract status will be identified by using the procedures enumerated below.

1. Determination of Vacant Position: The District shall determine, as accurately as possible, the total number of certificated staff known as of April 1 leaving the District for reason of retirement, family transfer, normal resignations, discharge or nonrenewal, 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.
3. Notification to Association: In the event the Board anticipates a layoff of employees, it will notify the Association with a report stating that a reduction-in-force necessity exists. Said report shall include any such data, information, reports that are utilized by the Board in making the decision.
4. Gifts and Categorical Funds: All received and anticipated voluntary gifts, contributions, donations, bequests, or pledges shall be identified to the Association. All such funds shall be placed in a special fund for operation expenditure as determined by the Board.
5. Employment Categories: The following categories and specialties are established to ensure the qualifications of personnel to retained positions:
 - a. Elementary employees will be considered for retention in one (1) category (K 5). (Elementary employees shall include classroom teachers, elementary teachers of the gifted, elementary reading specialists, elementary music teachers, elementary P.E. teachers, elementary counselors, and elementary librarians.) If any of the specialist positions listed above are reduced or eliminated due to a reduction of staff hereunder, thereby causing reassignment of some specialist personnel to regular classrooms or other positions, a specialist so reassigned shall have a preferential right to return to a position in his/her specialty when an opening or vacancy occurs, provided this preference right shall not exist if the opening or vacancy is to be filled during the school year after more than ten (10) days from the first student day of school.
 - b. Except as provided in paragraph A.5.c middle and high school employees (6-12, including alternative education) will be considered for retention by teaching specialties such as science, math, social studies, language arts and reading, industrial arts, art, homemaking (including FEAST, child care, and Teen Family), business education, driver education, music, physical education and health, and individual foreign languages (e.g. French, Spanish, and German). Middle school

employees teaching more than one (1) of the subjects of language arts, reading, and social studies during three (3) or more periods to most but not necessarily all the same students in a "block" format will be grouped into a category called "block" assignment.

- c. Other nonsupervisory employees will be considered for retention according to their specialties which will include counselors (6-12), librarians (6-12), special education classroom teacher, ESL teacher, special education personnel (by fields of specialty such as: psychologist, social worker, speech/language pathologist, audiologist, physical therapist, occupational therapist, teachers of the sensory impaired, nurses) and vocational employees (by field of specialty such as: auto body repair, automotive technology, horticulture, machine operator, carpentry, graphic arts).

6. Retention in Employment Category: Each employee will, in accordance with the criteria set forth in paragraph 7 hereof, be considered for retention in category or specialty held at the time of the implementation of these procedures. For the purpose of this paragraph, an employee is currently performing in a 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 considered for retention in such additional categories or specialties as any such employee may designate in writing to the Superintendent or his/her designee, provided that in order to qualify for consideration in any such additional category, the employee:

- a. Must have had a minimum of one (1) year professional experience, at .4 FTE, in each such additional category; and
- b. Such experience must have occurred during the immediately preceding ten (10) years.

In addition to the above, block teachers teaching at least five (5) block periods (i.e. five (5) periods in blocks of two (2) or more consecutive or nonconsecutive periods, in which blocks some combination of language arts, reading, and/or social studies is taught to most but not necessarily all the same students in a "block" format) may also qualify for consideration for retention in either, but not both, of the categories of language arts/reading and social studies. In order to qualify for consideration in such additional category, the employee must:

- a. Be currently teaching the equivalent of two (2) periods per day in such category; and
- b. Have a college major or an advanced degree reasonably matching such category. (Majors and advanced degrees that will be deemed to match the language arts/reading category, and majors and advanced degrees that will be deemed to match the social studies category are identified in Appendix 7.) Where the major(s) and advanced degree(s) match both the language arts/reading and social studies categories, the latest advanced degree shall control. Where there is a double major matching both the language arts/reading and social studies categories, the selection between language arts/reading and social studies shall be based on the highest number of credit hours; in the event of a tie, the category shall be that deemed most appropriate by the employee by written designation.

All written designations for consideration in additional categories shall be submitted in writing within twenty (20) working days after any request for such information is made by the Superintendent or his designee. A copy of all requests for consideration in additional categories will be provided by the District to the Association at the end of the twenty (20) working day period specified.

7. Selection within Employment Categories: Employees shall be considered for retention in available positions within the categories or specialties for which they qualify under paragraph 5 and 6 hereof. 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. Placement on the District's K-12 salary schedule and excluding any supplemental contracts shall be the basis for retention for those categories and specialties identified in paragraph 5 above. Within each category or specialty the employee(s) having the higher salary shall be recommended for retention. In the event ties exist, total seniority as a certificated employee shall be the basis for retention, the senior employee(s) having preference. "Seniority" within the meaning of this provision shall mean years of certificated experience of the nature eligible for recognition by the District for salary purposes, regardless of whether actually recognized on the given salary schedule. If ties still exist, the employee(s) having the highest number of college or university credits beyond the BA degree as recorded in the District Human Resources Department by October 20 of the current school year shall have preference. In the event that more than one (1) individual employee has the same number of credits after applying the above provisions, all employees so affected shall participate in a drawing, by a lot, to determine position on the retention list.
 - b. When it becomes apparent to the District Board of Directors that a reduction in force is necessitated the District will provide to the Association and all employees a list identifying the ranking of each employee within the specialties or categories identified in paragraph A.6 as allowed by the Right of Privacy Act. An employee believing his/her ranking is in error shall have the right to file a grievance under the grievance procedure contained in this Agreement. Notification of additions, deletions or corrections shall be provided within thirty (30) days of their determination.
 - c. It is recognized that certificated employees of the District holding administrative positions and not included in the bargaining unit covered by this Agreement may be eligible, under appropriate Board policy and administrative procedures, for retention in one (1) or more of the employment categories. This provision shall apply only to certificated administrative employees who have prior service in a bargaining unit position and who have maintained a continuous employment relationship with the District since leaving said unit. Further, retention shall be on the same basis as for employees in the bargaining unit and will be consistent with the criteria for retention as contained in this Article.
8. Action by Superintendent: The provisions of paragraphs 1 through 7 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 nonrenew or adversely affect the employment contracts of affected employees. All employees so notified will have the option of seeking reinstatement through appeal procedures provided by law.
9. Recall Procedures:
- a. These recall procedures govern the recall of employees laid off pursuant to this Article.
 - b. Benefits. All benefits to which an employee was entitled at the time of his/her layoff, including unused accumulated sick leave and credits toward sabbatical eligibility, will be restored upon his/her return to active employment, and the employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience and education.

- c. Method of Recall. In the event that additional students enroll in the District or additional funds become available to the District, or vacancies occur as a result of retirement, resignation, or other cause, the Board shall first recall, according to categories or specialties identified in paragraph 5 above, all employees in the bargaining unit who have been laid off (nonrenewed) for economic or enrollment decline reasons before the Board employs or assigns any additional personnel to fill assignments within those categories or specialties. Employees with the highest ranking shall be recalled to available positions first. From among those persons in the employment pool, those who have entered said pool in the more recent year(s) shall have preference to vacancies, under the provisions herein, over those who entered said pool in an earlier year.
 - d. Employment Pool. All employees who are not recommended for retention in accordance with these procedures and are laid off shall be placed in an employment pool for possible reemployment for a period from May of the reduction-in-force year to the third October 1 following. Employment pool personnel will be given the opportunity to fill open positions within the categories or specialties identified in paragraph 5 for which they qualified under paragraph 6. If more than one (1) employee is qualified for an open position, the criteria set forth in 7 shall be applied to determine who shall be offered such position, provided that each employee's qualifications under 7 shall be deemed the same as when the employee was selected for layoff.
 - i. When a vacancy occurs for which person(s) in the employment pool qualify, notification from the School District will be by certified mail or personal delivery to said employee at his/her last known address. It shall be the responsibility of the individual to notify the District of any change of address. Such employee will have seven (7) calendar days from the receipt of the letter to accept the position. If an individual fails to accept a position offered, such individual will be dropped from the employment pool.
 - ii. The District will provide employment pool personnel with the opportunity to be placed on the substitute call list. Employment pool personnel who accept placement on the call list will be utilized as substitutes on a first priority basis.
10. Seniority List: By January 20, 1984, and every third year thereafter, the District shall publish a complete seniority list ranking all employees in accordance with the seniority definition contained herein. For each employee, said list shall also identify the number of credits beyond the Bachelor's degree as recorded in the Human Resources Department by October 20 of the current school year. A copy of said seniority list shall be provided to the Association President.

ARTICLE 12.00 - SUBSTITUTES

The wages, hours, and other terms and conditions of employment for substitutes represented by the Association pursuant to Section 1.01 and identified in Section 12.01 below shall be limited to those contained in this Article.

SECTION 12.01 - SUBSTITUTES REPRESENTED BY ASSOCIATION

The Everett Education Association/United Teachers of Everett is the recognized exclusive bargaining representative for the following classes of substitutes:

- A. Part-time substitutes, who shall be defined as substitute certificated employees employed by the District for more than thirty (30) days of work within any twelve (12) month period ending during the current school year and who continue to be available for employment as substitute teachers. Inclusion in the unit shall continue to the extent required by law.
- B. Long-term substitute certificated employees shall be defined as:
 - 1. Substitute certificated employees employed by the District in one (1) teaching assignment for a period in excess of twenty (20) consecutive work days until completion of that long-term assignment; or,
 - 2. Substitute certificated employees employed by the District to replace a regular certificated employee when, at the start of the assignment or during the first twenty (20) consecutive work days in the assignment, it is clear to the District (because of the nature of the regular employee's leave such as, but not limited to a maternity leave, major operation, or other approved leave) that the absence of the regular certificated employee will continue for more than twenty (20) consecutive work days from the first day that the substitute certificated employee is assigned to the position until completion of the long-term assignment.

Employees who are currently in the employment pool under 11.01.9 who also serve as a substitute employee shall receive as salary and benefits only those that accrue to such substitute employees. Upon re-employment as a regular continuing employee such employee shall reinstate benefits as per 11.01.9.2.

SECTION 12.02 - NOTICE TO ASSOCIATION

Prior to October 1 of each school year the District shall provide the Association with a list of employees who have met the standards established in Section 12.01 for inclusion in the bargaining unit. Thereafter, the District will notify the Association of any substitute who meets these standards at the end of each semester. Notification shall include names of employees. The Association will be notified monthly of the employees assigned to a long-term assignment or qualifying for the long-term rate of pay and the date such employees became qualified as long-term substitutes.

SECTION 12.03 - STATUS OF SUBSTITUTES

When part-time and long-term substitute employees are temporarily employed by the District in order to perform certain professional educational services the regular employment rights are vested with said regular employee. Substitutes are not entitled to any continuing contract rights pursuant to the Continuing Contract Law of the State of Washington.

SECTION 12.04 - RATES OF PAY

Salary rates for substitutes shall be as follows:

- A. Part-time substitutes shall be paid at \$115.00 per full day or \$57.50 per half day, for the first thirty (30) cumulative days worked each school year. Effective the thirty-first cumulative day worked each school year, the rate will increase to \$125.00 per full day or \$62.50 per half day.
- B. A long-term substitute certificated employee upon obtaining that status as defined by 12.01, above, shall be compensated at the equivalent of the contract rate of pay. The provision of the Agreement, Section 8.03 shall be used to determine the per diem rate of pay of the employee. This daily rate shall be retroactive to the first day of the assignment. Education and experience credits shall be granted when evidence demonstrating such is filed with the Human Resources Department. Such evidence must be filed no later than thirty (30) days after the first day in the long-term assignment to be used for salary schedule placement that school year. Educational credits must be earned on or before October 1 of the year for which salary schedule placement is in question. Increases in rates of pay due to documentation of education or experience received in accordance with this section shall be retroactive to the 1st day in the assignment.

SECTION 12.05 - INSURANCE BENEFITS

Substitutes who are expected (based on the nature of the leave for the person the substitute is replacing) to work at least one (1) semester or its equivalent (90 work days or more) in one (1) specific assignment shall be entitled to the same fringe benefits as regular continuing contract employees during the period of the assignment.

SECTION 12.06 - DISMISSAL FROM ASSIGNMENT

The District retains the right to relieve all substitute employees until they have completed twenty (20) consecutive work days. The District's exercise of this right is not subject to the grievance procedure.

Long-term substitute employees from the 21st day until completion of that long-term assignment are subject to release only for failure to meet employee responsibilities as defined by Article 6.00 of the Agreement, violations of District's policies, rules and regulations as provided in the Management's Rights section (3.00) of the Agreement, or inability to perform due to sickness. Approved absences due to sickness beyond three (3) work days and unapproved absences for any length may be cause for release from the long-term assignment. Nothing herein is intended to deny the District the right to go beyond or extend absences other than sickness.

SECTION 12.07 - MANAGEMENT RIGHTS

The District management retains the rights (3.00) as contained in the Agreement between the Association and the District.

SECTION 12.08 - APPLICATION OF GRIEVANCE PROCEDURE

Long-term and part-time substitutes shall have the right to use the grievance procedure (13.00) provided by this Agreement except to the extent as modified by 12.06, and shall be limited in bringing to arbitration only matters specifically contained in this Article and only to the extent the matters they bring to arbitration arise out of their service as substitute employees.

SECTION 12.09 - OTHER TERMS AND CONDITIONS

- A. All substitute employees (long-term and part-time) shall have the regular schedule and responsibilities of the teacher that they are replacing, provided that part-time substitutes may be asked to supervise students during the preparation period of the teacher they are replacing if no other substitute is available in the building.

- B. The additional following working conditions contained in the Collective Bargaining Agreement shall pertain to substitute employees identified in Section 12.01:
 - 5.01 Individual Rights
 - 5.02 Right to Join and Support Association
 - 5.03 Just Cause
 - 5.04 Academic Freedom
 - 5.06 Employee Protection
 - 5.07 Student Discipline
 - 6.00 Employee Responsibilities
 - 8.07 Travel and Subsistence
 - 9.01 Working Day
 - 9.03 School Facilities
 - 9.05 Safe Working Conditions
 - 9.06 Prerogatives of Certificated Staff
 - 13.00 Grievance Procedure (subject to qualification in 12.06 and 12.08)

ARTICLE 13.00 - GRIEVANCE PROCEDURE

SECTION 13.01 - PURPOSE

The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure.

SECTION 13.02 - DEFINITIONS

- A. A "grievant" shall mean an employee or the Association having a grievance.
- B. A "grievance" shall mean a dispute or disagreement involving the interpretation or application of the express terms of this Agreement. The term "grievance" shall not include a dispute concerning an employee's evaluation, including probation (other than a claim of failure to follow the procedures set forth in the evaluation procedure of this Agreement), nor does it include questions of discharge, nonrenewal, adverse affect, or other matters where statutory basis for redress or appeal have been provided.
- C. "Days" in this procedure are calendar days but shall not include the winter or spring break.

SECTION 13.03 - CONSOLIDATION OF GRIEVANCES

In connection with grievances by multiple grievants dealing with the same issue and the same administrator, the grievances shall be consolidated for proceedings at Step One. For grievances by multiple grievants dealing with the same issue but different administrators, they shall be consolidated at Step One, for the same administrators, and at Step Two for further proceedings.

Association grievances shall be initiated at Step Two.

SECTION 13.04 - RIGHTS TO REPRESENTATION

A grievant may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by Association representatives selected by the Association. If the aggrieved party chooses not to be represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure; any adjustment of such a grievance shall not be inconsistent with the terms of this Agreement.

SECTION 13.05 - TIME LIMITATION

Formal filing of a grievance, as hereinafter set forth, shall be initiated by the employee in writing within thirty (30) days of the date such grievance is discovered or reasonably should have been discovered or the grievance will be deemed waived. If the stipulated time limits are not met by the District at one (1) level, the grievant shall have the right to appeal the grievance to the next level of the procedure. If the stipulated time limits are not met by the grievant, the grievance shall be deemed waived.

SECTION 13.06 - PROCEDURE

The parties agree that it is desirable for problems to be resolved between the employee and his/her immediate supervisor, and nothing herein shall prevent an employee from taking up any claimed grievance with his/her immediate supervisor before formal filing of said grievance. The following procedure must be utilized to process a grievance. (Grievants and administrators are encouraged to use the appropriate grievance forms as set forth in Appendix 8.)

A. Step One:

Within thirty (30) days of the date an alleged grievance is discovered or reasonably should have been discovered, the grievant must present the grievance in writing to the immediately involved administrator with a copy provided to the Superintendent or his/her representative. The administrator will arrange for a meeting to take place within ten (10) days after receipt of the grievance. Said administrator shall provide the grievant and the association with a written answer to the grievance together with the reasons for the decision within ten (10) days after the meeting.

B. Step Two:

If the grievance is not settled at Step One, then the grievance may be referred in writing to the Superintendent or his/her representative within ten (10) days after the grievant's receipt of the administrator's answer at Step One. The written grievance shall give a clear and concise statement of the alleged grievance, including the facts on which the grievance is based, reference to the specific terms of the Agreement which have been violated, the issues involved and the relief sought. The Superintendent or his/her representative shall arrange for a hearing with the grievant to take place within ten (10) days of his/her receipt of the grievance. The parties shall have the right to include in the hearing such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Each party shall pay for its witnesses. Upon conclusion of the hearing, the Superintendent or his/her representative will have ten (10) days to provide his/her written decision, together with the reasons for the decision to the Association and grievant.

C. Step Three:

If the grievance is not settled at Step Two, the grievant may, within ten (10) days after receipt of the District's Step Two response to the grievance, request in writing that the Association submit his/her grievance to arbitration. The Association may by written notice to the Superintendent, within seven (7) days after receipt of the request from the aggrieved person, submit the grievance to binding arbitration. Arbitration shall be conducted in accordance with the provisions which follow:

1. Selection of Arbiter - By Agreement: In regard to each case that reaches arbitration, the parties will attempt to agree on an arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within ten (10) days after submission of the written request for arbitration, the provisions of "2" (Selection of Arbiter-American Arbitration Association) shall apply to the selection of an arbiter.
2. Selection of Arbiter - American Arbitration Association: In the event an arbiter is not agreed upon as provided in "1" above, the parties shall jointly request the American Arbitration Association to submit a panel of seven (7) arbiters.

Such request shall state the general nature of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the names of the seven (7) arbiters is received, the parties shall each independently strike from the list those unacceptable arbiters and shall rank, in order of preference, the remaining arbiters. The parties shall then meet and compare lists. From among the mutually acceptable arbiters, the one (1) with the lowest combined preference number shall be the arbiter. In the event of a tie between two (2) or more arbiters, a single arbiter shall be chosen by lot. In the event there are no mutually acceptable arbiters on the panel, the parties, in turn, shall have the right to strike a name from the panel until only one (1) name remains. The remaining person shall be the arbiter. The right to strike the first name from the panel shall be determined by lot.

In the event either party is dissatisfied with the credentials of the arbiters whose names are on the first panel offered by the American Arbitration Association, such party can summarily reject that panel and insist on a second panel. Selection must be made from the second panel.

3. Arbitration - Rules of Procedure: Arbitration proceedings shall be in accordance with the following:

- a. Persons having a direct interest in the arbitration are entitled to attend hearings. The arbiter shall have the power to require the retirement of any witness or witnesses during the testimony of other witnesses. It shall be discretionary with the arbiter to determine the propriety of the attendance of any other persons.
- b. The arbiter for good cause shown may adjourn the hearing upon the request of a party or upon his/her own initiative, and shall adjourn when all the parties agree thereto.
- c. A hearing shall be opened by the filing of the oath of the arbiter and by the recording of the place, time and date of hearing, the presence of the arbiter and parties, and counsel, if any.

Exhibits when offered by either party, may be received in evidence by the arbiter. The names and addresses of all witnesses and exhibits in order received shall be made a part of the record.

The arbiter may, in his/her discretion, vary the normal procedure under which the initiating party first presents his/her claim, but in any case shall afford full and equal opportunity to all parties for presentation of relevant proofs.

- d. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request such data as the arbiter deems pertinent to the grievance and shall render a decision in writing to both parties within twenty (20) days (unless mutually extended) of the closing of the hearing, or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbiter. Neither party shall be permitted to assert in the arbitration proceedings any evidence which would change the issues submitted at Step Two (2). The arbiter may subpoena witnesses and documents upon his/her own initiative or upon the request of either party. The arbiter shall be the judge of the relevancy and materiality of the evidence offered and conformity to legal rules of evidence shall not be necessary.
- e. The arbiter shall be authorized to rule and issue a decision in writing on the issue presented for arbitration which decision shall be final and binding on both parties.
- f. The arbiter shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except when there is mutual agreement in the presence of both parties.
- g. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.
- h. The arbiter may receive and consider the evidence of witnesses by affidavit, but shall give it only such weight as he/she deems proper after consideration of any objections made to its admission.
- i. The arbiter shall inquire of all parties whether they have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, the arbiter shall declare the hearings closed and a minute thereof shall be recorded. If briefs or

other documents are to be filed, the hearings shall be declared closed as of the final date set by the arbiter for filing such brief or documents. The time limit within which the arbiter is required to make his/her award shall commence to run, in the absence of other agreement by the parties, upon the closing of the hearings.

- j. The parties may provide, by written agreement, for the waiver of oral hearings.
- k. The parties may modify any period of time by mutual agreement.
- l. There shall be no communication between the parties and a neutral arbiter other than at oral hearings, except with the express consent of the other party.
- m. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
- n. The costs for the services of the arbiter, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will be shared equally by the District and the Association. All other costs will be borne by the party incurring them.
- o. The total cost of the stenographic record (if requested) will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half of the stenographic costs.

SECTION 13.07 - BINDING EFFECT OF AWARD

All decisions arrived at under the provisions of this grievance procedure by the representatives of the District and the Association, or the arbiter, shall be final and binding upon both parties, provided, however, in arriving at such decisions neither of the parties nor the arbiter shall have the authority to alter this Agreement in whole or in part. Nor shall the arbiter have any authority to render any decision or award contrary to law.

SECTION 13.08 - TIME LIMITATION AS TO BACK PAY

Grievance claims regarding retroactive compensation shall be limited to the effective beginning date of this Agreement, provided, however, that this limitation may be waived by mutual consent of the parties.

SECTION 13.09 - EXCEPTIONS TO TIME LIMITS

The time limits set forth in this grievance procedure may be extended by mutual written agreement.

SECTION 13.10 - SIGNING GRIEVANCE DOES NOT CONCEDE ARBITRABLE ISSUE

The signing of any grievance by any employee or representative of either the District or the Association shall not be construed by either party as a concession or agreement that the grievance constitutes an arbitrable issue or is properly subject to the grievance machinery under the terms of this Article.

SECTION 13.11 - NO REPRISALS OR HARASSMENT

No reprisals of any kind will be taken by the Board or the school administration against any employee because of his/her participation in any grievance. There will be no harassment of Board members, administrators, or grievants during the processing of a grievance or thereafter.

SECTION 13.12 - INFORMATION FOR GRIEVANCE PROCESSING

Upon the Association's request, the District will furnish any information relating to the issues contained in a grievance, or being investigated by the Association as a possible grievance.

SECTION 13.13 - CONTINUITY OF GRIEVANCE

Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder prior to the expiration date of this Agreement may be processed through grievance procedure until resolution.

ARTICLE 14.00 - STRIKES AND LOCKOUTS

SECTION 14.01 - STRIKES AND LOCKOUTS

The Association agrees that during the term of this Agreement and regardless of whether an unfair labor practice is alleged: (a) there will be no strike, sitdown or walkout and (b) the Association will not directly or indirectly authorize, encourage or approve any refusal on the part of employees to proceed to the location of normal work assignment. Any employee who violates this clause shall be subject to discipline. The employer agrees that during the term of this Agreement there will be no lockout of employees covered by this Agreement. Any claim by the employer that the union has violated this Article shall not be subject to the grievance procedure of this Agreement and the employer shall have the right to submit such claims to the courts.

ARTICLE 15.00 - WAIVER AND COMPLETE AGREEMENT

SECTION 15.01 - WAIVER AND COMPLETE AGREEMENT

The parties acknowledge that during the negotiations resulting in this collective bargaining agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement, except that the District will agree to provision for reopeners on EEA issues proposed in negotiations which the District denied on the basis the issues were nonmandatory if declared to be a mandatory subject of bargaining by PERC and legal process. The District and Association each voluntarily and unqualifiedly waive the right and each agrees the other shall not be obligated to bargain collectively with respect to any subject or matter negotiated into the Agreement or dropped during the course of negotiation. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term except as provided elsewhere in this Agreement subject only to a desire by both parties to mutually agree to, amend or supplement at any time period.

ARTICLE 16.00 - DURATION

SECTION 16.01 - DURATION

This Agreement shall become effective September 1, 2003, provided that services rendered by employees during August 2003 and applicable terms related to the 2003-04 school year shall be in accordance with this Agreement. This agreement shall be effective subject to ratification by both parties and shall remain in full force through August 31, 2006.

SECTION 16.02 - MUTUAL AGREEMENT

Nothing herein shall preclude or is intended to prohibit the parties from reaching mutual agreement to amend any provision of this Agreement.

During the term of this Agreement, either party may choose to reopen negotiations to amend limited provisions of this Agreement prior to a future work year if the actions of the state or national government or agencies have, in the judgment of the Association or District, materially changed or impacted employees, management, the Association or employer.

This clause will respond to any such changes caused by external government actions that impact the terms and conditions of employment and or understanding relied upon by the parties at the time this Agreement was approved.

Either party desiring to exercise this clause shall give notice to the other party at least seventy-five (75) days prior to the start of the succeeding work year.

SECTION 16.03 - SUCCESSOR AGREEMENT

Negotiations for a successor agreement shall commence no later than April 2, 2006 unless a later date is agreed to by both parties.

EXECUTION - SIGNATURES

Executed this _____ day of _____, 2003 at Everett, Washington, by the undersigned by the authority of and on behalf of the Everett School District No. 2 and the Everett Education Association/United Teachers of Everett.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Kim Mead
President, EEA/UTE

Karen Madsen
President, ESD Board of Directors

Michael J. Wartelle
Director, Pilchuck UniServ Council

Dr. Carol A. Whitehead
Superintendent

APPENDICES

SHARED LEAVE PROGRAM

The purpose of the Shared Leave Program is to provide a mechanism to allow employees to donate annual (vacation) or sick leave to a pool of paid leave available for eligible fellow employees.

1. In accordance with one of the procedures below, and utilizing the attached form, employees may donate annual (vacation) or sick leave to either a specific employee or to the Shared Leave Pool.
 - A. An employee accruing vacation days may donate any number of those days provided he/she maintains a balance of at least 10 vacation days.
 - B. An employee who does not accrue vacation days from year to year may instead donate up to 6 days of sick leave provided he/she maintains a balance of at least 60 sick leave days.
2. In accordance with all of the provisions below, and utilizing the Leave Request Form, employees may receive paid leave from the Shared Leave Pool.
 - A. The employee is suffering from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment, physical or mental condition which has caused, or is likely to cause, the employee to take leave without pay or terminate his or her employment.
 - B. The employee is not eligible for time loss compensation.
 - C. The employee is not eligible for Long Term Disability.
 - D. The employee has abided by District sick leave policies and has exhausted all forms of paid leave.
 - E. The employee has not received more than 261 days of shared leave during total state employment.
3. For the purposes of this procedure donated and received sick leave and vacation leave conversion shall be calculated on an hourly basis. Each day shall consist of an employee's regularly assigned hours at the time of conversion.
4. If the total number of Shared Leave days available is not sufficient to accommodate approved leaves, the available days will be distributed on a prorata basis. In all cases of leave donations designated for a particular individual, donations will be withdrawn from the donor's sick leave accrual only as needed and used by the designated recipient.
5. The Human Resources Department shall administer the Shared Leave Program.
6. Any employee denied paid leave may appeal Human Resources' decision to an Appeal Board composed of one representative from each recognized bargaining group plus a District representative. The Appeal Board's decision is final.

SHARED LEAVE POOL DONATION FORM

HUMAN RESOURCES

EVERETT PUBLIC SCHOOLS

Shared Leave Pool Donation

The purpose of the Shared Leave Program is to provide a mechanism to allow employees to donate sick leave or annual (vacation) leave to eligible fellow employees.

- A. Sick Leave (Illness, Non-Industrial Injury and Emergency Leave): An employee may donate up to 6 days of sick leave in any 12-month period, provided that the employee maintains a balance of at least 60 sick leave days.

I wish to donate _____ days of my sick leave as shared leave for:

[] Specific Individual* _____
Please print the name and work location of the recipient

[] Shared Leave Pool

I realize this donation must not cause my sick leave balance to be less than 60 days and that the Long Term Disability waiting period is 90 days.

Name: _____
Please print your name

Date: _____

Signature: _____

[] Approved [] Denied _____
Authorized Signature Date

*Donations to individuals will not be deducted until recipient has been approved to receive Shared Leave and has exhausted their own accrued leave.

ATTENDANCE INCENTIVE LAW AND WAC REGULATIONS

RCW 28A.400.210 Employee attendance incentive program—Remuneration or benefit plan for unused sick leave. Every school district board of directors may, in accordance with chapters 41.56 and 41.59 RCW, establish an attendance incentive program for all certificated and classified employees in the following manner, including covering persons who were employed during the 1982-'83 school year:

- (1) 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 leave for illness or injury accumulated in the previous year at a rate equal to one day's monetary compensation of the employee for each four full days of accrued leave for illness or injury in excess of sixty days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four days for every one day's monetary compensation. No employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one day per month.
- (2) Except as provided in RCW 28A.400.212, at the time of separation from school district employment an eligible employee or the employee's estate shall receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four full days accrued leave for illness or injury. For purposes of this subsection, "eligible employee" means (a) employees who separate from employment due to retirement or death; (b) employees who separate from employment and who are at least age fifty-five and have at least ten years of service under the teachers' retirement system plan 3 as defined in RCW 41.32.010(40), or under the Washington school employees' retirement system plan 3 as defined in *RCW 41.35.010(31); or (c) employees who separate from employment and who are at least age fifty-five and have at least fifteen years of service under the teachers' retirement system plan 2 as defined in RCW 41.32.010(39), under the Washington school employees' retirement system plan 2 as defined in *RCW 41.35.010(30), or under the public employees' retirement system plan 2 as defined in RCW 41.40.010(34).
- (3) In lieu of remuneration for unused leave for illness or injury as provided in subsections (1) and (2) of this section, a school district board of directors may, with equivalent funds, provide eligible employees a benefit plan that provides reimbursement for medical expenses. Any benefit plan adopted after July 28, 1991, shall require, as a condition of participation under the plan, that the employee sign an agreement with the district to hold the district harmless should the United States government find that the district or the employee is in debt to the United States as a result of the employee not paying income taxes due on the equivalent funds placed into the plan, or as a result of the district not withholding or deducting any tax, assessment, or other payment on such funds as required under federal law.

Moneys or benefits received under this section shall not be included for the purposes of computing a retirement allowance under any public retirement system in this state.

The superintendent of public instruction in its administration hereof, shall promulgate uniform rules and regulations to carry out the purposes of this section.

Should the legislature revoke any benefits granted under this section, no affected employee shall be entitled thereafter to receive such benefits as a matter of contractual right.

[2000 c 231 § 1; 1997 c 13 § 9; 1992 c 234 § 12; 1991 c 92 § 2; 1989 c 69 § 2; 1983 c 275 § 2. Formerly RCW 28A.58.096.]

Chapter 392-136 WAC
FINANCE—CONVERSION OF ACCUMULATED SICK LEAVE

WAC

- 392-136-003 Authority.
 392-136-005 Purpose.
 392-136-010 Definitions.
 392-136-015 Annual conversion of accumulated sick leave.
 392-136-020 Conversion of sick leave upon retirement or death.
 392-136-025 Conversion of sick leave upon retirement or death for postretirement medical benefits.
 392-136-060 Application to school districts.
 392-136-065 School districts--Board authority--Subject to collective bargaining if applicable.
 392-136-070 School districts--Basis of accounting for accumulated sick leave balance for buy out purpose.
 392-136-075 School districts--Annual one hundred eighty-day limitation on accumulated sick leave balance for buy out purpose.
 392-136-085 School districts--Previous payments in connection with excess accumulations of sick leave disregarded.

WAC 392-136-003 Authority. The authority for this chapter as applied to educational service districts is RCW 28A.310.490 which authorizes the superintendent of public instruction to adopt rules and regulations related to a mandatory attendance incentive program for all employees of educational service districts. The authority for this chapter as applied to school districts is RCW 28A.400.210 which authorizes the superintendent of public instruction to adopt rules and regulations related to a permissive attendance incentive program for employees of school districts.

WAC 392-136-005 Purpose. The purpose of this chapter is to implement RCW 28A.400.210 and 28A.310.490 which provide for compensating school district and educational service district employees for accumulated sick leave. The rules set forth in this chapter are not intended to govern the leave policies of a district for other purposes.

WAC 392-136-010 Definitions. As used in this chapter: (1) The term "month of employment" shall mean each calendar month during which an individual is considered by a school or educational service district to be an employee of the district by virtue of the existence of an oral or written contractual relationship which either obligates the individual to perform services during the month or thereafter or obligates the district to provide compensation to the individual during the month or thereafter for services provided, or both.

(2) The terms "full day" and "full day of sick leave" shall each mean and be equivalent to one day of full-time employment for each employee or classification of employees as established by policies now or hereafter adopted by each individual school and educational service district board or by the pertinent terms of applicable collective bargaining contracts, or both.

(3) The term "full-time daily rate of compensation" shall mean the salary of an employee or classification of employees for each full day of employment exclusive of supplemental pay such as extracurricular pay, overtime pay, standby pay and premium pay, and exclusive of fringe benefits such as health insurance premiums and other forms of insurance premiums.

(4) The term "sick leave" shall mean leave granted to an employee for the purpose of absence from work with pay in the event of illness or injury, or both.

WAC 392-136-015 Annual conversion of accumulated sick leave. (1) Commencing in January 1981, and each January thereafter, each eligible, current employee of a school district and educational service district may elect to convert excess sick leave to monetary compensation as provided in this section.

(2) Eligible employees, excess sick leave and the conversion of excess sick leave to monetary compensation shall be determined as follows:

(a) Eligible employees: In order to be eligible to convert excess sick leave days to monetary compensation, an employee:

(i) Shall be an employee of an educational service district or an employee of a school district that has adopted an attendance incentive program covering such employee pursuant to WAC 392-136-065;

(ii) Shall have accumulated in excess of sixty full days of unused sick leave at a rate of accumulation no greater than one full day per month (a maximum of twelve days per year) as of the end of the previous calendar year; and

(iii) Shall provide written notice to his or her employer during the month of January of his or her intent to convert excess sick leave days to monetary compensation.

(b) Excess sick leave: The number of sick leave days which an eligible employee may convert shall be determined by:

(i) Taking the number of sick leave days in excess of sixty full days that were accumulated by the employee during the previous calendar year at a rate of accumulation no greater than one full day per month of employment as provided by the leave policies of the district(s) of employment (a maximum of twelve days per year); and

(ii) Subtracting therefrom the number of sick leave days used by the employee during the previous calendar year.

The remainder, if positive, shall constitute the number of sick leave days which may be converted to monetary compensation.

(c) Rate of conversion: Sick leave days that are eligible for conversion shall be converted to monetary compensation at the rate of twenty-five percent of an employee's current, full-time daily rate of compensation for each full day of eligible sick leave. Partial days of eligible sick leave shall be converted on a pro rata basis.

(3) All sick leave days converted pursuant to this section shall be deducted from an employee's accumulated sick leave balance.

(4) Compensation received pursuant to this section shall not be included for the purpose of computing a retirement allowance under any public retirement system in this state.

WAC 392-136-020 Conversion of sick leave upon retirement or death.

(1) Eligible employees: Upon separation from employment the following employees may personally, or through their estate in the event of death, elect to convert all eligible, accumulated, unused sick leave to monetary compensation as provided in this section:

(a) Eligible educational service district employees are those who terminate employment with the educational service district due to either retirement or death.

(b) Eligible school district employees are those who qualify under an attendance incentive program established by the school district board of directors pursuant to WAC 391-136-065 and who:

(i) Separate from employment with the school district due to death or retirement; or

(ii) After June 7, 2000, separate from employment with the school district and are at least age fifty-five and:

(A) Have at least ten years of service under teachers' retirement plan 3 as defined in RCW 41.32.010(40), or under the Washington school employees' retirement system plan 3 as defined in RCW 41.35.010(31); or

(B) Have at least fifteen years of service under teachers' retirement system plan 2 as defined in RCW 41.32.010(39), under Washington school employees' retirement system plan 2 as defined in RCW 41.35.010(30), or under public employees' retirement system plan 2 as defined in RCW 41.40.010(34).

(c) In order to receive reimbursement for unused sick leave, by virtue of retirement pursuant to subsection (1)(a) or (1)(b)(i) of this section the employee must have separated from such employment and have been granted a retirement allowance under the laws governing the teachers' retirement system, the public employees' retirement system, or the school employees' retirement system whichever applies; however, it is not necessary that the employee actually file for retirement prior to the date of his or her separation so long as the application is thereafter filed within a reasonable period

of time and without the occurrence of any intervening covered employment.

(2) Eligible sick leave days: A maximum of one hundred eighty days may be converted to monetary compensation pursuant to this section. Eligible days include all unused sick leave days that have been accumulated by an eligible employee at a rate of accumulation no greater than one full day per month of employment as provided by the leave policies of the district(s) of employment (a maximum of twelve days per year), less sick leave days previously converted pursuant to WAC 392-136-015 and those credited as service rendered for retirement purposes.

(3) Rate of conversion: Sick leave days that are eligible for conversion shall be converted to monetary compensation at the rate of twenty-five percent of an employee's full-time daily rate of compensation at the time of termination of employment for each full day of eligible sick leave. Partial days of eligible sick leave shall be converted on a pro rata basis.

(4) Deduction of converted days: All sick leave days converted pursuant to this section shall be deducted from an employee's accumulated sick leave balance.

(5) Exclusion from retirement allowance: Compensation received pursuant to this section shall not be included for the purpose of computing a retirement allowance under any public retirement system in this state.

WAC 392-136-025 Conversion of sick leave upon retirement or death for postretirement medical benefits.

School districts and educational service districts may, in lieu of monetary compensation, as provided for in WAC

392-136-020, make payment to an organization for postretirement medical benefits when each of the following conditions have been met:

(1) The organization is authorized under law to engage in the receipt and management of moneys for postretirement medical benefits; and

(2) The organization and the employee have furnished a signed statement holding the school district or educational service district harmless for any loss, liability, or damages that may occur arising from making the payment to the organization for postretirement medical benefits.

Moneys paid under this section for postretirement medical benefits shall not be included for the purpose of computing a retirement allowance under any public retirement system in this state.

WAC 392-136-060 Application to school districts.

The provisions of this chapter as applied to school districts are applicable only to school district employees included within an incentive attendance program established pursuant to WAC 392-136-065. The provisions of WAC 392-136-060 through 392-136-085 are applicable only to school districts.

WAC 392-136-065 School districts--Board authority--Subject to collective bargaining if

applicable. Every school district board of directors may establish an attendance incentive program as provided for in this chapter for any or all certificated and noncertificated employees: Provided, That the terms and conditions of an attendance incentive program for employees represented by a bargaining representative pursuant to either chapter 41.56 or 41.59 RCW, shall be established and implemented in accordance with chapter 41.56 or 41.59 RCW, whichever chapter is applicable.

WAC 392-136-070 School districts--Basis of accounting for accumulated sick leave balance for buy out purpose. Sick leave for buy out purpose shall be earned, used, and converted to monetary compensation on a last-in first-out (LIFO) basis in accordance with the provisions of this chapter. The reduction to one hundred eighty days on December 31, 1983 and each year thereafter, as provided in WAC 392-136-075, shall be on a LIFO basis, after the December 31 balance has first been reduced for any front end loaded unearned days which may be posted for sick leave purpose but not earned for sick leave buy out purpose.

WAC 392-136-075 School districts--Annual one hundred eighty-day limitation on accumulated sick leave balance for buy out purpose. The maximum accumulated sick leave balance for buy out purpose shall be controlled as follows:

(1) Commencing at midnight December 31, 1983 and on each midnight December 31 thereafter, and prior to the addition of sick leave earned for January, but after the transactions for sick leave earned and used for December and after reductions of sick leave balance due to conversion of sick leave during January, each employee of a school district shall be limited for sick leave buy out purpose to a maximum earned sick leave balance of one hundred eighty days on such date and time. This balance does not include any front end loaded or other days which may be posted for sick leave purpose but not earned for sick leave buy out purpose.

(2) Commencing on January 31, 1984 and on the end of each month thereafter there shall be added to the accumulated sick leave balance of each employee for sick leave buy out purpose sick leave earned during that month.

(3) Each employee whose sick leave balance for buy out purpose exceeds one hundred eighty days on midnight December 31, computed in accordance with the first paragraph of this section, shall lose days accumulated that are in excess of this maximum in January of each year if such employee fails to exercise the annual buy out option provided for in this chapter or if such employee's sick leave buy out balance exceeds this maximum for any other reason.

WAC 392-136-085 School districts--Previous payments in connection with excess accumulations of sick leave disregarded. Nothing in this chapter shall be construed as requiring or allowing, on account

of a previous accumulation of sick leave in excess of one hundred eighty days, the recovery of payments for either used or converted sick leave made during the period of June 13, 1980, through July 23, 1983, to any school district employee who had been allowed by his or her school district of employment to accumulate an unused sick leave balance in excess of one hundred eighty days. And nothing in this chapter shall be construed as requiring or allowing the accumulated unused and unconverted sick leave balance of any employee of a school district to be reduced on account of any such payment.

EVERETT SCHOOL DISTRICT NO. 2
INITIAL 2003-2004 REGULAR CERTIFICATED EMPLOYEE SALARY SCHEDULE

Step	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90	BA+105	BA+120	BA+135
0	28,073 ^a	28,924 ^a	29,769 ^b	30,635 ^b	31,470 ^b	32,320 ^b	33,165	34,011	34,861	35,713
1	29,625	30,473	31,266 ^b	32,169 ^b	33,017	33,869	34,718	35,563	36,415	37,261
2	31,117	31,867	32,707	33,554	34,400	35,240	36,093	36,940	37,783	38,626
3		33,092	33,921	34,761	35,596	36,431	37,268	38,103	38,939	39,780
4		34,442	35,269	36,106	36,937	37,770	38,602	39,431	40,269	41,099
5		35,790	36,610	37,445	38,272	39,097	39,930	40,761	41,591	42,414
6		37,296	11	38,954	39,779	40,609	41,442	42,267	43,097	43,923
7		38,615	44	40,265	41,090	41,912	42,735	43,564	44,388	45,213
8		40,125	40,947	41,777	42,596	43,422	44,242	45,067	45,896	46,720
9		41,627	9		44,101	44,927	45,748	46,575	47,395	48,220
10		43,130	43,958		45,604	46,431	47,258	48,080	48,906	49,725
11		44,636	45,461		47,109	47,937	48,761	49,580	50,407	51,232
12			46,965		48,6	49,440	50,265	51,089	51,915	52,737
13				,	50,1	50,945	51,776	52,598	53,420	54,247
14						52,582	53,408	54,230	55,058	55,880
									Master	2,332
									Doctor	2,915

^aNo full-time non-supervisory certificated employee will receive a base salary less than \$29,149.

^bNo full-time non-supervisory certificated employee with a Master's degree will receive a base salary less than \$34,947

EVERETT SCHOOL DISTRICT NO. 2 INITIAL 2003- 2004 TRI CERTIFICATED EMPLOYEE SALARY SCHEDULE

Step	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90	BA+105	BA+120	BA+135
0	3,625	3,738	3,845	3,960	4,066	4,174	4,284	4,393	4,505	4,614
1	3,830	3,936	4,046	4,156	4,267	4,375	4,485	4,597	4,705	4,815
2	4,180	4,294	4,408	4,522	4,637	4,750	4,861	4,978	5,092	5,205
3		4,829	4,947	5,075	5,194	5,317	5,440	5,558	5,681	5,804
4		5,221	5,350	5,473	5,599	5,727	5,852	5,978	6,106	6,231
5		5,631	5,761	5,892	6,023	6,150	6,280	6,413	6,545	6,674
6		5,866	5,993	6,128	6,259	6,391	6,520	6,646	6,779	6,910
7		6,296	6,433	6,565	6,702	6,837	6,971	7,107	7,239	7,375
8		6,543	6,675	6,813	6,947	7,084	7,214	7,351	7,488	7,620
9		6,789	6,920	7,060	7,193	7,327	7,462	7,597	7,731	7,865
10		7,033	7,168	7,305	7,437	7,572	7,709	7,839	7,975	8,110
11		7,279	7,411	7,549	7,683	7,819	7,953	8,087	8,221	8,356
12			7,657	7,795	7,930	8,062	8,197	8,334	8,469	8,600
13				8,040	8,177	8,307	8,443	8,579	8,713	8,846
14						8,823	8,959	9,093	9,228	9,362
15						8,823	8,959	9,093	9,228	9,362
16						8,823	8,959	9,093	9,228	9,362
17						8,823	8,959	9,093	9,228	9,362
18						8,823	8,959	9,093	9,228	9,362
19						8,823	8,959	9,093	9,228	9,362
20						9,073	9,209	9,343	9,478	9,612
21						9,073	9,209	9,343	9,478	9,612
22						9,073	9,209	9,343	9,478	9,612
23						9,073	9,209	9,343	9,478	9,612
24						9,273	9,409	9,543	9,678	9,812
									Master	290
									Doctor	363

EVERETT SCHOOL DISTRICT NO. 2
INITIAL 2004-2005 REGULAR CERTIFICATED EMPLOYEE SALARY SCHEDULE

Step	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90	BA+105	BA+120	BA+135
0	28,915a	29,792a	30,662b	31,554b	32,414b	33,290b	34,160	35,031	35,907	36,785
1	30,514	31,387	32,204b	33,134b	34,007	34,886	35,760	36,630	37,507	38,379
2	31,895	32,664	33,524	34,393	35,260	36,120	36,996	37,863	38,727	39,592
3		33,588	34,430	35,282	36,130	36,978	37,827	38,675	39,524	40,377
4		34,786	35,622	36,468	37,306	38,148	38,988	39,826	40,671	41,510
5			36,793	37,633	38,464	39,292	40,129	40,965	41,799	42,626
6		37,482	38,306	39,149	39,978	40,812	41,649	42,479	43,313	44,142
7		38,615	39,441	40,265	41,090	41,912	42,735	43,564	44,388	45,213
8		40,125	40,947	41,777	42,596	43,422	44,242	45,067	45,896	46,720
9		41,627	42,449	43,277	44,101	44,927	45,748	46,575	47,395	48,220
10			43,958	44,788	45,604	46,431	47,258	48,080	48,906	49,725
11			45,461	46,289	47,109	47,937	48,761	49,580	50,407	51,232
12				47,792	48,619	49,440	50,265	51,089	51,915	52,737
13				49,299	50,122	50,945	51,776	52,598	53,420	54,247
14						52,582	53,408	54,230	55,058	55,880
									Master	2,402
									Doctor	3,002

aNo full-time non-supervisory certificated employee will receive a base salary less than \$30,023.

bNo full-time non-supervisory certificated employee with a Master's degree will receive a base salary less than \$35,995.

EVERETT SCHOOL DISTRICT NO. 2 INITIAL 2004- 2005 TRI CERTIFICATED EMPLOYEE SALARY SCHEDULE

Step	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90	BA+105	BA+120	BA+135
0	3,625	3,738	3,845	3,960	4,066	4,174	4,284	4,393	4,505	4,614
1	3,830	3,936	4,046	4,156	4,267	4,375	4,485	4,597	4,705	4,815
2	4,335	4,454	4,571	4,689	4,809	4,926	5,042	5,163	5,281	5,399
3		5,325	5,456	5,596	5,728	5,864	5,999	6,130	6,266	6,401
4		5,910	6,056	6,195	6,338	6,482	6,624	6,766	6,912	7,053
5		6,526	6,676	6,829	6,980	7,127	7,279	7,432	7,584	7,734
6		6,798	6,946	7,102	7,253	7,406	7,556	7,703	7,857	8,008
7		7,455	7,616	7,773	7,934	8,095	8,253	8,414	8,570	8,732
8		7,747	7,904	8,067	8,225	8,386	8,542	8,703	8,865	9,021
9		8,038	8,194	8,359	8,516	8,675	8,835	8,995	9,153	9,311
10		8,327	8,486	8,648	8,805	8,965	9,126	9,282	9,442	9,602
11		8,618	8,775	8,937	9,097	9,257	9,416	9,575	9,733	9,893
12			9,066	9,229	9,388	9,545	9,705	9,866	10,027	10,182
13				9,519	9,680	9,836	9,997	10,157	10,315	10,474
14						10,401	10,561	10,720	10,879	11,039
15						10,401	10,561	10,720	10,879	11,039
16						10,401	10,561	10,720	10,879	11,039
17						10,401	10,561	10,720	10,879	11,039
18						10,401	10,561	10,720	10,879	11,039
19						10,401	10,561	10,720	10,879	11,039
20						10,651	10,811	10,970	11,129	11,289
21						10,651	10,811	10,970	11,129	11,289
22						10,651	10,811	10,970	11,129	11,289
23						10,651	10,811	10,970	11,129	11,289
24						10,851	11,011	11,170	11,329	11,489
									Master	290
									Doctor	363

EVERETT SCHOOL DISTRICT NO. 2 INITIAL 2005- 2006 TRI CERTIFICATED EMPLOYEE SALARY SCHEDULE

Step	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90	BA+105	BA+120	BA+135
0	4,203	4,334	4,458	4,591	4,714	4,840	4,967	5,094	5,223	5,350
1	4,440	4,564	4,690	4,819	4,947	5,073	5,200	5,330	5,455	5,583
2	4,973	5,107	5,242	5,377	5,514	5,649	5,781	5,920	6,056	6,190
3		5,997	6,145	6,302	6,451	6,603	6,755	6,903	7,056	7,208
4		6,606	6,768	6,924	7,084	7,245	7,404	7,563	7,725	7,883
5		7,245	7,412	7,581	7,749	7,913	8,081	8,251	8,420	8,587
6		7,548	7,717	7,885	8,053	8,223	8,389	8,553	8,723	8,891
7		8,227	8,397	8,578	8,756	8,933	9,108	9,285	9,458	9,636
8		8,549	8,719	8,902	9,077	9,255	9,426	9,604	9,783	9,956
9		8,870	9,040	9,215	9,398	9,573	9,750	9,926	10,101	10,276
10		9,189	9,359	9,534	9,717	9,893	10,072	10,243	10,420	10,596
11		9,511	9,681	9,856	10,039	10,216	10,391	10,566	10,742	10,918
12			10,003	10,186	10,361	10,534	10,710	10,888	11,065	11,237
13				10,558	10,683	10,855	11,032	11,209	11,384	11,559
14						11,453	11,630	11,804	11,981	12,156
15						11,453	11,630	11,804	11,981	12,156
16						11,453	11,630	11,804	11,981	12,156
17						11,453	11,630	11,804	11,981	12,156
18						11,453	11,630	11,804	11,981	12,156
19						11,453	11,630	11,804	11,981	12,156
20						11,703	11,880	12,054	12,231	12,406
21						11,703	11,880	12,054	12,231	12,406
22						11,703	11,880	12,054	12,231	12,406
23						11,703	11,880	12,054	12,231	12,406
24						11,903	12,080	12,254	12,431	12,606
									Master	290
									Doctor	363

EVERETT PUBLIC SCHOOLS
2003-2004 EEA WORK CALENDAR

2003				
MON	TUE	WED	THUR	FRI
JULY				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	
AUGUST				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
SEPTEMBER				
1	2	3*	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			
OCTOBER				
		1	2	3
6	7	8	9	10
13	14	15	16	17*
20*	21*	22*	23*	24*
27	28	29	30	31
NOVEMBER				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26*	27	28
DECEMBER				
1*	2	3	4*	5*
8	9	10	11	12
15	16	17	18	19*
22	23	24	25	26
29	30	31		

2004				
MON	TUE	WED	THUR	FRI
JANUARY				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23*
26	27	28	29	30
FEBRUARY				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
MARCH				
1	2	3	4	5
8	9	10	11*	12
15	16	17	18	19
22*	23*	24*	25*	26*
29	30	31		
APRIL				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
MAY				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25*	26*	27*	28*
31				
JUNE				
	1	2	3	4
7	8	9	10	11
14	15*	16	17	18
21	22	23	24	25
28	29	30		

- 18 Aug 27-28 non-instructional work days (D all levels)
 - Aug 29-Sep 1 Labor Day Break
 - Sep 2 non-instructional work day (I all levels)
 - Sep 3 First day of school**
 - Oct 10 non-instructional work day (I all levels)
 - Oct 17 conference preparation (Elem/MS student early release)
 - 17 Oct 20-24 parent conferences (Elem/MS student early release)
 - Nov 11 Veterans Day
 - Nov 26 Students/employees early release
 - Nov 27-28 Thanksgiving Break
 - Dec 1 First trimester concludes (Elem/MS)
 - Dec 4-5 grade preparation (Elem/MS student early release)
 - 22 Dec 19 Students/employees early release
 - Dec 22 - Jan 2 Winter Break
 - Jan 19 Martin Luther King Jr. Day
 - Jan 23 First semester concludes (HS)
 - Jan 26 non-instructional work day (D for Elem/MS, I for HS)
 - Feb 13-17 Mid-Winter Break
 - 17 Mar 11 Second trimester concludes (Elem/MS)
 - Mar 12 non-instructional work day (D for MS/HS, I for Elem)
 - Mar 22-26 parent conferences (Elem student early release)
 - Apr 5-9 Spring Break
 - May 14 non-instructional work day (D for Elem/HS, I for MS)
 - May 25-28 MS competency project/CE work (MS/HS student early release)
 - 19 May 31 Memorial Day
 - Jun 4 non-instructional work day (I all levels)
 - Jun 15 Last day of school (early release students/employees)**
- Note: Emergency make-up days added to the end of the school year
 D = non-instructional work day planned and determined by the District
 I = non-instructional work day planned and determined by the individual employee

* see note on right schools closed non-instructional work day (no students)

Trimesters: 60/58/59 Semesters: 88/89

EVERETT PUBLIC SCHOOLS
2004-2005 EEA WORK CALENDAR

2004					2005						
MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI		
JULY					JANUARY						
			1	2	3	4	5	6	7		
5	6	7	8	9	10	11	12	13	14		
12	13	14	15	16	17	18	19	20	21		
19	20	21	22	23	24	25	26	27	28*		
26	27	28	29	30	31						
AUGUST					FEBRUARY						
2	3	4	5	6		1	2	3	4		
9	10	11	12	13	7	8	9	10	11		
16	17	18	19	20	14	15	16	17	18		
23	24	25	26	27	21	22	23	24	25		
30	31						28				
SEPTEMBER					MARCH						
		1	2	3		1	2	3	4		
6	7	8*	9	10	7	8	9	10	11		
13	14	15	16	17	14	15	16	17*	18		
20	21	22	23	24	21	22	23	24	25		
27	28	29	30		28*	29*	30*	31*			
OCTOBER					APRIL						
				1					1*		
4	5	6	7	8	4	5	6	7	8		
11	12	13	14	15	11	12	13	14	15		
18	19	20	21	22	18	19	20	21	22		
25	26	27	28	29*	25	26	27	28	29		
NOVEMBER					MAY						
1*	2*	3*	4*	5*	2	3	4	5	6		
8	9	10	11	12	9	10	11	12	13		
15	16	17	18	19	16	17	18	19	20		
22	23	24*	25	26	23	24	25	26	27		
29	30						30	31*			
DECEMBER					JUNE						
		1	2	3			1*	2*	3*		
6*	7	8	9*	10*	6	7	8	9	10		
13	14	15	16	17*	13	14	15	16	17		
20	21	22	23	24	20	21*	22	23	24		
27	28	29	30	31	27	28	29	30			

19 Sep 1-2 non-instructional work days (D all levels)
 Sep 3-Sep 6 Labor Day Break
 Sep 7 non-instructional work day (I all levels)
Sep 8 First day of school
 Oct 15 non-instructional work day (I all levels)
 Oct 29 conference preparation (Elem/MS student early release)
 17 Nov 1-5 parent conferences (Elem/MS student early release)
 Nov 11 Veterans Day
 Nov 24 Students/employee early release
 Nov 25-26 Thanksgiving Break
 Dec 6 First trimester concludes (Elem/MS)
 Dec 9-10 grade preparation (Elem/MS student early release)
 22 Dec 17 Students/employee early release
 Dec 20 - Dec 31 Winter Break
 Jan 17 Martin Luther King Jr. Day
 Jan 28 First semester concludes (HS)
 Jan 31 non-instructional work day (D for Elem/MS, I for HS)
 Feb 18-22 Mid-Winter Break
 16 Mar 17 Second trimester concludes (Elem/MS)
 Mar 18 non-instructional work day (D for MS/HS, I for Elem)
 Mar 28-Apr 1 parent conferences (Elem student early release)
 Apr 4-8 Spring Break
 May 20 non-instructional work day (D for Elem/HS, I for MS)
 May 30 Memorial Day
 20 May 31-Jun 3 MS competency project/CE work (MS/HS student early release)
 Jun 10 non-instructional work day (I all levels)
Jun 21 Last day of school (early release students/employees)

Note: Emergency make-up days added to the end of the school year
 D = non-instructional work day planned and determined by the District
 I = non-instructional work day planned and determined by the individual employee

* see note on right schools closed non-instructional work day (no students)

Trimesters: 60/58/59 Semesters: 88/89

EVERETT PUBLIC SCHOOLS
2005-2006 EEA WORK CALENDAR

2005					2006							
MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI			
JULY					JANUARY					20	Aug 31-Sep 1	non-instructional work days (D all levels)
				1	2	3	4	5	6		Sep 2-6	Labor Day Break
4	5	6	7	8	9	10	11	12	13		Sep 6	non-instructional work day (I all levels)
11	12	13	14	15	16	17	18	19	20		Sep 7	First day of school
18	19	20	21	22	23	24	25	26	27*		Oct 14	non-instructional work day (I all levels)
25	26	27	28	29	30	31					Oct 21	conference preparation (Elem/MS student early release)
AUGUST					FEBRUARY					17	Oct 24-28	parent conferences (Elem/MS student early release)
1	2	3	4	5		1	2	3			Nov 11	Veterans Day
8	9	10	11	12	6	7	8	9	10		Nov 23	Students/employees early release
15	16	17	18	19	13	14	15	16	17		Nov 24-25	Thanksgiving Break
22	23	24	25	26	20	21	22	23	24		Dec 5	First trimester ends (Elem/MS)
29	30	31			27	28					Dec 8-9	grade preparation (Elem/MS student early release)
SEPTEMBER					MARCH					22	Dec 16	Students/employees early release
			1	2		1	2	3			Dec 19 - 30	Winter Break
5	6	7*	8	9	6	7	8	9	10		Jan 16	Martin Luther King Jr. Day
12	13	14	15	16	13	14	15	16*	17		Jan 27	First semester ends (HS)
19	20	21	22	23	20	21	22	23	24		Jan 30	non-instructional work day (D for Elem/MS, I for HS)
26	27	28	29	30	27*	28*	29*	30*	31*		Feb 17-21	Mid-Winter Break
OCTOBER					APRIL					15	Mar 16	Second trimester ends (Elem/MS)
3	4	5	6	7	3	4	5	6	7		Mar 17	non-instructional work day (D for MS/HS, I for Elem)
10	11	12	13	14	10	11	12	13	14		Mar 27-31	parent conferences (Elem student early release)
17	18	19	20	21*	17	18	19	20	21		Apr 3-7	Spring Break
24*	25*	26*	27*	28*	24	25	26	27	28		May 19	non-instructional work day (D for Elem/HS, I for MS)
31					29	30*	31*				May 29	Memorial Day
NOVEMBER					MAY					21	May 30-Jun 2	MS competency project/CE work (MS/HS student early release)
	1	2	3	4	1	2	3	4	5		Jun 9	non-instructional work day (I all levels)
7	8	9	10	11	8	9	10	11	12		Jun 20	Last day of school (early release students/employees)
14	15	16	17	18	15	16	17	18	19			
21	22	23*	24	25	22	23	24	25	26			
28	29	30			29	30*	31*					
DECEMBER					JUNE					13		
			1	2				1*	2*			
5*	6	7	8*	9*	5	6	7	8	9			
12	13	14	15	16*	12	13	14	15	16			
19	20	21	22	23	19	20*	21	22	23			
26	27	28	29	30	26	27	28	29	30			

* see note on right schools closed non-instructional work day (no students)

Trimesters: 60/58/59 Semesters: 88/89

**OBSERVATION REPORT FORM
Everett Public Schools**

Name of Employee: _____ Position: _____

School: _____

Evaluator: _____ Title: _____

Type of Evaluation: Long Form Short Form PGO

PRE-OBSERVATION (if applicable): _____

Pre-observation conference date (if applicable): _____

Evaluative criteria and indicators to be observed (see Section 10.03 and 10.04). Notes:

OBSERVATION DATA

Date of Observation: _____ Time of Observation: _____
(starting/ending)

Subject: _____ Number of Students: _____

Observation data:

POST-OBSERVATION (if applicable): _____

Post-observation conference date (if applicable): _____

Strengths in evaluative criteria areas (Section 10.03 and 10.04):

Recommendations in evaluative criteria areas (Section 10.03 and 10.04):

Optional Employee Comments:

Evaluator Signature: _____ Date: _____

Employee Signature: _____ Date: _____

PERFORMANCE EVALUATION - TEACHER

Everett Public Schools
Everett, Washington

Type of Evaluation:
_____ Annual
_____ Other
(Be specific)

Two copies of this form should be completed. One to be given to the employee, the other is to be forwarded to the Human Resources Department.

Name of Employee _____ Year of Evaluation _____

School _____ Employee Assignment _____

It is my judgment based upon adopted criteria that this employee's overall performance has been:

_____ Satisfactory _____ Unsatisfactory during the evaluation period covered in this report.

Administrator

CRITERIA

1. Instructional Skill -

2. Classroom Management -

3. Professional Preparation and Scholarship -

4. Effort Toward Improvement When Needed -

5. The Handling of Student Discipline and Attendant Problems -

6. Interest in Teaching Pupils -

7. Knowledge of Subject Matter -

8. Professional Relationships -

Additional Comments -

Factors Influencing Teacher Performance Adversely -

Sources of Information -

Optional Teacher Comment -

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

Signature

Date

PERFORMANCE EVALUATION - ESA PERSONNEL
Everett Public Schools
Everett, Washington

Type of Evaluation:
_____ Annual
_____ Other
(Be specific)

Two copies of this form should be completed. One to be given to the employee, the other is to be forwarded to the Human Resources Department.

Name of Employee _____ Year of Evaluation _____

School _____ Employee Assignment _____

It is my judgment based upon adopted criteria that this employee's overall performance has been:
_____ Satisfactory _____ Unsatisfactory during the evaluation period covered in this report.

Administrator

1. Knowledge and Scholarship in Special Field -

2. Specialized Skill -

3. Management of Special and Technical Environment -

4. Professionalism -

5. Involvement in Assisting Pupils, Parents and Educational Persons -

Additional Comments -

Factors Influencing Employee Performance Adversely -

Sources of Information -

Optional Employee Comment -

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

Signature

Date

**CRITERIA FOR ANALYSIS FOR COUNSELORS AND SOCIAL WORKERS
(ESA PERSONNEL)**

It is understood that the five (5) categories for evaluation outlined below are applicable to all ESA staff personnel but the specific criteria thereunder are applicable to only COUNSELORS and SOCIAL WORKERS. These criteria for analysis are designed to assist the staff members and evaluator in defining the skills of a COUNSELOR and SOCIAL WORKER (ESA) staff member as well as to evaluate performance as required by law.

I. Knowledge and Scholarship in Special Field

- A. Exhibits ability to explain his/her use of theoretical approaches in curriculum, individual planning and responsive services.
- B. Demonstrates knowledge of the basic principles of human growth and development in curriculum, individual planning and responsive services.

II. Specialized Skills

- A. Designs and conducts a program providing specific and unique services within his/her discipline in curriculum, individual planning and responsive services.
- B. Provides leadership in using specialized information in the regular curricular program in system support.
- C. Functions effectively as a resource consultant in system support.
- D. Participates in student support team(s) in system support.
- E. Provides transitional activities between the current and next educational level in individual planning.
- F. Promotes and supports a school climate that enhances student personal/school/career development growth and academic achievement in system support.

III. Management of Special and Technical Environment

- A. Selects and recommends devices, materials and equipment appropriate to student needs in individual planning.
- B. Uses comparative and interpretive data individual planning in individual planning.

IV. Professionalism

- A. Commitment to professional activities, continuing professional preparation and growth in curriculum, individual planning and responsive services.
- B. Acknowledges personal, legal and professional limitations by making appropriate referrals for students and families to services within school and community in individual planning and responsive services.
- C. Contributes to overall school assessment program in system support.
- D. Creates an environment which provides privacy and protects students and family information as mandated by federal and state regulations in individual planning and responsive services.
- E. Demonstrates effective oral and written communication skills in various settings in curriculum, individual planning and responsive services.
- F. Demonstrates a professional balance between theory and practice in curriculum, individual planning, responsive services and system support.
- G. Effectively contributes to the overall mission of the school in system support.
- H. Develops personal goals in curriculum, individual planning, responsive services and system support.
- I. Follows through and responds to recommendations and feedback in curriculum, individual planning, responsive services and system support.
- J. Participates in District Comprehensive Guidance and Counseling program planning in system support.

- V. **Involvement in Assisting Pupils, Parents, and Education Personnel**
- A. Consults with appropriate District staff members concerning the development, coordination and/or extension of services to those needing specialized programs in individual planning, responsive services and system support.
 - B. Plans, develops and/or implements ESA programs to serve the preventive and developmental needs of the school population and the special needs for some students in
 - C. ~~Develops~~ Develops effective working relationships with students, staff, parents and community in system support.
 - D. Cooperates effectively as team member to serve the needs of students, staff and parents in curriculum, individual planning, responsive services and system support.

SOCIAL STUDIES AND LANGUAGE ARTS EQUIVALENCIES

If an employee has a major or an advanced degree in any of the following areas, it shall be considered to match with the social studies category:

Civics (government)

Geography

History

Political science (government)

If an employee has a major or an advanced degree in any of the following areas, it shall be considered to match with the language arts category:

English

Language Arts

Reading

Literature

Additional subjects may be added to the above categories with the written agreement of both parties.

(Type or Print)

NOTICE OF STEP ONE GRIEVANCE

Grievant: _____

School: _____ Subject Area or Grade: _____

Immediately Involved Administrator: _____

Association Representative: _____

STATEMENT OF GRIEVANCE

A. Statement of Grievance: _____

B. Section(s) of Agreement relied upon or claimed to be violated: _____

RELIEF SOUGHT

Signature of Grievant

Date

DISTRIBUTION OF COPIES: Step One Administrator
Association Representative
Association President
Executive Director of Human Resources
Grievant

(Type or Print)

**APPENDIX 8B
STEP ONE: (FORM B)**

STEP ONE RESPONSE

(To be completed by administrator within ten (10) days after grievance hearing)

Grievant: _____

School: _____ Subject Area or Grade: _____

Immediately Involved Administrator: _____

Association Representative: _____

Date Step One Grievance Received: _____ Date of Step One Hearing: _____

Persons at Meeting: _____

DECISION OF ADMINISTRATOR AND REASONS THEREFORE

Signature of Administrator

Date

ATTACHMENTS: Copies of exhibits presented at meeting, including Form A

DISTRIBUTION OF COPIES: Step One Administrator
 Association Representative
 Association President
 Executive Director of Human Resources
 Grievant

(Type or Print)

NOTICE OF STEP TWO GRIEVANCE

(To be completed by grievant within ten (10) days after grievant's receipt of Step One response)

Grievant: _____

School: _____ Subject Area or Grade: _____

Immediately Involved Administrator: _____

Association Representative: _____

Date Step One Grievance Received: _____

STATEMENT OF GRIEVANCE (REASON FOR APPEALING TO STEP TWO)

A. Statement of Grievance: _____

B. Section(s) of Agreement relied upon or claimed to be violated: _____

RELIEF SOUGHT

Signature of Grievant

Date

ATTACHMENTS: Copies of Forms A and B

DISTRIBUTION OF COPIES: Step One Administrator
 Association Representative
 Association President
 Executive Director of Human Resources
 Grievant

(Type or Print)

DETERMINATION REGARDING ARBITRATION

(To be completed by Association President within seven (7) days after receipt of grievant's request)

Grievant: _____

School: _____ Subject Area or Grade: _____

Immediately Involved Administrator: _____

Association Representative: _____

Date Grievant Received Step Two Response: _____

Date Association Received Grievant's Request: _____

DETERMINATION BY ASSOCIATION:

_____ The Association has determined that this grievance will not be submitted to arbitration.

_____ The Association has determined that this grievance is to be submitted to arbitration.

Signature of Association President

Date

ATTACHMENTS: Copies of Forms A, B, C and D

DISTRIBUTION OF COPIES: Step One Administrator
 Association Representative
 Association President
 Executive Director of Human Resources
 Grievant

EVERETT SCHOOL DISTRICT NO. 2

**CERTIFICATED SALARY SCHEDULE FOR SUPERVISION OF
EXTRACURRICULAR ACTIVITIES
2003-2004**

NON ATHLETIC HIGH SCHOOL ASSIGNMENTS

SCHEDULE ASSIGNMENTS	GROUP	SALARY	
		(1)	(2)
ADVISORS-JUNIOR, SOPHOMORE, FRESHMAN	D	\$1,355	\$1,457
ADVISORS-SENIOR CLASS	C	\$1,807	\$1,944
ANNUAL	B	\$2,647	\$2,845
BAND	A	\$3,903	\$4,197
DEBATE	B	\$2,647	\$2,845
DRAMA	B	\$2,647	\$2,845
GERMAN CLUB	D	\$1,355	\$1,457
HONOR SOCIETY	C	\$1,807	\$1,944
MATH CLUB	D	\$1,355	\$1,457
SCHOOL PAPER	B	\$2,647	\$2,845
SCOTT'S HiQ	D	\$1,355	\$1,457
VOCAL	B	\$2,647	\$2,845

NON ATHLETIC MIDDLE SCHOOL ASSIGNMENTS

SCHEDULE ASSIGNMENTS	GROUP	SALARY	
		(1)	(2)
ADVISORS	C	\$1,084	\$1,166
ANNUAL	B	\$1,589	\$1,708
BAND	B	\$1,589	\$1,708
DRAMA	B	\$1,589	\$1,708
HONOR SOCIETY	C	\$1,084	\$1,166
MATH CLUB	D	\$ 813	\$ 874
SCHOOL PAPER	B	\$1,589	\$1,708
VOCAL	B	\$1,589	\$1,708

EVERETT SCHOOL DISTRICT NO. 2

**CERTIFICATED SALARY SCHEDULE FOR SUPERVISION OF
EXTRACURRICULAR ACTIVITIES
2004-2005**

NON ATHLETIC HIGH SCHOOL ASSIGNMENTS

SCHEDULE ASSIGNMENTS	GROUP	SALARY	
		(1)	(2)
ADVISORS-JUNIOR, SOPHOMORE, FRESHMAN	D	\$1,396	\$1,501
ADVISORS-SENIOR CLASS	C	\$1,861	\$2,003
ANNUAL	B	\$2,726	\$2,930
BAND	A	\$4,020	\$4,323
DEBATE	B	\$2,726	\$2,930
DRAMA	B	\$2,726	\$2,930
GERMAN CLUB	D	\$1,396	\$1,501
HONOR SOCIETY	C	\$1,861	\$2,003
MATH CLUB	D	\$1,396	\$1,501
SCHOOL PAPER	B	\$2,726	\$2,930
SCOTT'S HiQ	D	\$1,396	\$1,501
VOCAL	B	\$2,726	\$2,930

NON ATHLETIC MIDDLE SCHOOL ASSIGNMENTS

SCHEDULE ASSIGNMENTS	GROUP	SALARY	
		(1)	(2)
ADVISORS	C	\$1,117	\$1,201
ANNUAL	B	\$1,636	\$1,759
BAND	B	\$1,636	\$1,759
DRAMA	B	\$1,636	\$1,759
HONOR SOCIETY	C	\$1,117	\$1,201
MATH CLUB	D	\$ 838	\$ 901
SCHOOL PAPER	B	\$1,636	\$1,759
VOCAL	B	\$1,636	\$1,759

Letter of Agreement
between
Everett Education Association/United Teachers of Everett
and
Everett School District No. 2

Article 11 – Layoff and Recall

The District and Association agree to each appoint representatives to a task force to make changes to the current Article 11 of the collective bargaining agreement as soon as possible. The new language shall take effect following tentative agreement and ratification by both parties.

Everett Education Association/
United Teachers of Everett

Everett School District No. 2

Kim Mead
President

Dr. Carol Whitehead
Superintendent

Date

Date