

June 20, 2018

Public Disclosure Commission 711 Capitol Way S. #206 P.O. Box 40908 Olympia, WA 98504

Public Disclosure Commission Staff,

I would like to bring to your attention apparent violations of the Fair Campaign Practices Act (FCPA), Chapter 42.17A RCW by the Evergreen School District.

In brief, the Evergreen School District is violating RCW 42.17A.555 and RCW 41.06.250(1) by using public facilities to process employee contributions to the Washington Education Association's Political Action Committee (WEA-PAC) and the National Education Association Fund for Children and Public Education (NEA-FCPE).

Factual background

WEA-PAC is a political committee, as defined by RCW 42.17A.005(37), affiliated with and operated by the Washington Education Association (WEA), a labor union representing employees in Washington's public education system. WEA-PAC is registered as a political committee with the Public Disclosure Commission (PDC) and regularly files reports of its contributions and expenditures. *See* **Appendix page 2-8**, a copy of WEA-PAC's most recent C1PC form.

WEA-PAC is primarily funded by voluntary contributions made by members of the WEA and accepts contributions made via cash, check, credit card, bank withdrawal, or payroll deduction.

The website for the WEA's Soundview UniServ Council states that WEA-PAC,

"...supports candidates (school board, senators, state representatives, governor and more), regardless of party, who champion the needs of public education... WEAPAC collects voluntary contributions and uses those funds for political purposes including, but not limited to, making contributions to and expenditures on behalf of pro-public education candidates in the state of Washington."

See App. 9, a copy of Soundview UniServ's website.¹

The NEA-FCPE is a federal political committee registered with the Federal Elections

¹ Also available online at: http://mysoundview.org/index.php/dues/weapac

Commission and operated by the WEA's parent organization, the National Education Association (NEA). *See* **App. 10-15**, a copy of NEA-FCPE's statement of organization filed with the Federal Elections Commission.

Like WEA-PAC, NEA-FCPE is primarily funded by voluntary contributions made by members of the NEA and accepts contributions made via cash, check, credit card, bank withdrawal, or payroll deduction.

The NEA-FCPE's website states,

"As the NEA's national PAC, the NEA Fund provides direct financial support to recommended candidates for President, the U.S. House, and the U.S. Senate who will fight to support teachers, staff, and students and improve public education.

The NEA Fund also supports pro-public education candidates in gubernatorial and other important state races as well as making independent expenditures asking people to vote for or against candidates based on their position on public education."

See App. 16, a copy of NEA-FCPE's website.²

If an employee submits a WEA-generated authorization form, the Evergreen School District will withhold \$2.25 per month from the employee's pay for WEA-PAC and/or \$1 per month for NEA-FCPE. The Evergreen School District then forwards the deducted funds to WEA-PAC and NEA-FCPE. The Evergreen School District currently withholds WEA-PAC and/or NEA-FCPE contributions via payroll deduction from approximately 300 district employees. *See* **App. 17-41**, records related to the district's WEA-PAC payroll deductions.

Relevant statutes

Initially passed by voters as Initiative 207 in 1960, RCW 41.06.250(1) provides, in part, that,

"No person shall solicit on state property or property of a political subdivision of this state any contribution to be used for partisan, political purposes."

Similarly, voters passed Initiative 276 in 1972 in part establishing what is now the FCPA, which included a prohibition on the use of public dollars or resources for political activity. RCW 42.17A.555 provides:

"No elective official nor any employee of his or her office nor any <u>person</u> appointed to or <u>employed by any public</u> office or <u>agency may use</u> or authorize the use of <u>any of the</u> <u>facilities of a public office or agency, directly or indirectly, for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to <u>any ballot proposition. Facilities</u> of a public office or agency <u>include</u>, <u>but are not limited</u> <u>to, use of stationery, postage, machines, and equipment, use of employees of the office or agency during working hours</u>, vehicles, office space, publications of the office or agency,</u>

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² Also available online at: https://www.neafund.org/Home/About

and clientele lists of persons served by the office or agency. However, this does not apply to the following activities:

- (1) Action taken at an open public meeting by members of an elected legislative body or by an elected board, council, or commission of a special purpose district including, but not limited to, fire districts, public hospital districts, library districts, park districts, port districts, public utility districts, school districts, sewer districts, and water districts, to express a collective decision, or to actually vote upon a motion, proposal, resolution, order, or ordinance, or to support or oppose a ballot proposition so long as (a) any required notice of the meeting includes the title and number of the ballot proposition, and (b) members of the legislative body, members of the board, council, or commission of the special purpose district, or members of the public are afforded an approximately equal opportunity for the expression of an opposing view;
- (2) A statement by an elected official in support of or in opposition to any ballot proposition at an open press conference or in response to a specific inquiry;
- (3) Activities which are part of the normal and regular conduct of the office or agency..."

RCW 42.17A.555 prohibits school districts from using public facilities to make political contributions via payroll deduction

By facilitating employee contributions to WEA-PAC and NEA-FCPE, the Evergreen School District is violating the prohibition in RCW 42.17A.555 against using public facilities for political purposes. To process the political contributions to WEA-PAC/NEA-FCPE, district employees set up and use district machines and equipment for payroll systems during work hours, directly and indirectly assisting campaigns and ballot propositions.

The exceptions to the general prohibition against using public facilities for political purposes in subsections (1) and (2) of RCW 42.17A.555 clearly do not encompass school districts' use of public payroll systems to facilitate WEA-PAC/NEA-FCPE contributions.

As for the exemption in subsection (3), WAC 390-05-273 defines "normal and regular conduct of a public office or agency" as:

"...conduct which is (1) lawful, i.e., *specifically authorized*, either expressly or by necessary implication, in an appropriate enactment, and (2) usual, i.e., not effected or authorized in or by some extraordinary means or manner. No local office or agency may authorize a use of public facilities for the purpose of assisting a candidate's campaign or promoting or opposing a ballot proposition, in the absence of a constitutional, charter, or statutory provision separately authorizing such use." (Emphasis added)

However, no "constitutional, charter, or statutory provision" authorizes the use of school district facilities for the purpose of facilitating WEA-PAC/NEA-FCPE contributions.

In some cases, the state Legislature has seen fit to authorize certain public employees to make political contributions via payroll deduction.

For instance, RCW 35.58.268 specifically allows public transportation employees to make

political contributions via payroll deduction, providing that:

"Any public official authorized to disburse funds in payment of salaries and wages of public transportation employees may, upon written request of the employee, deduct from the salary or wages of the employee, contributions for payment of voluntary deductions for political action committees sponsored by labor or employee organizations with public transportation employees as members."

However, the Legislature has *not* authorized other kinds of public employees to contribute to political committees via payroll deductions.

Like many other local governments, school districts have not been authorized by the Legislature to collect funds for political committees.

While RCW 41.56.110 and RCW 41.59.060 require school districts to deduct union dues and/or fees via payroll deduction, the statutes make no mention of contributions to political committees. Under certain circumstances, RCW 41.04.020 permits public employees to "authorize the deduction from his or her salaries or wages" payments to providers of medical care, life or disability insurance, or certain retirement accounts, but does not authorize contributions to political committees. RCW 41.04.230(6) allows "officials of the state" to, provided certain conditions are met, collect voluntary contributions to "funds, committees, or subsidiary organizations maintained by labor, employee, or retiree organizations" via payroll deduction from state employees falling "under the provisions of chapter 41.80 RCW." The statute does not specifically authorize payroll deductions for political committees and, regardless, its reach is clearly limited to state officials and employees and does not extend to political subdivisions like school districts.

PDC guidelines confirm the broad prohibition against using public facilities for political activity

To assist in understanding state law, the PDC has prepared a set of guidelines for school districts to use in evaluating what types of political activity are and are not legally permissible.

Among other things, the PDC's interpretation notes:

- Under "teachers or other employees": "Shall not use work hours or public resources to promote or oppose a candidate or ballot measure (such as gathering signatures, distributing campaign materials, arranging speaking engagements, coordinating phone banks, or *fundraising*)." (Emphasis added)
- Under "equipment and supplies": "Public resources (including but not limited to internal mail systems, email systems, copiers, telephone) shall not be used to support or oppose a candidate or ballot measure, whether during or outside of work hours."
- Under "Technology (websites, emails, computerized calling systems)": "District computers, email systems, telephones, and other information technology systems shall not be used to aid a campaign for or against a candidate or ballot measure... Electronic communication systems shall not be used to generate or forward information that

supports or opposes a candidate or ballot measure... District websites shall not be used for the purposes of supporting or opposing a candidate or ballot measure."³

While the non-exhaustive PDC guidelines do not mention payroll deduction specifically, they do note that political fundraising activity is inappropriate and advise against even such minimal use of public facilities as forwarding a political email.

Such broad prohibitions certainly cannot abide the use of taxpayer-funded district resources being used by district employees during work hours to process political contributions to one of the largest special interest organizations in the state.

School district policy prevents using public resources for political activities

In addition to the statutory prohibition against using public resources for political activity, the Evergreen School District has taken no action authorizing WEA-PAC/NEA-FCPE deductions from employees' pay. In fact, the exact opposite is true. Multiple school board policies actually prohibit district resources from being used for political purposes.

Evergreen School District board policy 4400 states, "...public facilities will not be used to assist in any candidate's campaign or to support or oppose any ballot measure." *See* **App. 42-43**, a copy of board policy 4400.

Further, board policy 5252 provides unequivocally that, "District property and work time, supported by public funds, may not be used for political purposes." *See* **App. 44**, a copy of board policy 5252.

RCW 28A.405.400 does not permit school districts to collect political contributions via payroll deduction

The statute most likely to be cited in defense of school district-facilitated WEA-PAC/NEA-FCPE deductions is RCW 28A.405.400, which states:

"In addition to other deductions permitted by law, any person authorized to disburse funds in payment of salaries or wages to employees of school districts, upon written request of at least ten percent of the employees, shall make deductions as they authorize, subject to the limitations of district equipment or personnel. Any person authorized to disburse funds shall not be required to make other deductions for employees if fewer than ten percent of the employees make the request for the same payee. Moneys so deducted shall be paid or applied monthly by the school district for the purposes specified by the employee. The employer may not derive any financial benefit from such deductions. A deduction authorized before July 28, 1991, shall be subject to the law in effect at the time the deduction was authorized."

³ Public Disclosure Commission, "Guidelines for School Districts in Election Campaigns," PDC Interpretation 01-03, revised September 28, 2006. Available online at: https://www.pdc.wa.gov/sites/default/files/01-03Revised092806.rev__0.pdf

However, there are several reasons why this statute does not authorize the Evergreen School District to facilitate WEA-PAC/NEA-FCPE contributions.

First, the statute does not specifically reference or authorize deductions on behalf of political committees. In order to be exempt from RCW 42.17A.555's prohibition against using public facilities for political purposes on the grounds that the practice is part of the district's "normal and regular conduct," WAC 390-05-273 dictates that the WEA-PAC/NEA-FCPE deductions be "specifically authorized." Unlike other statutes which clearly and explicitly authorize certain public employees to contribute to political committees via payroll deduction, RCW 28A.405.400 fails to mention contributions to political committees in any way. As such, the statute does not specifically authorize school districts to facilitate political contributions via payroll deductions.

The Evergreen School District may contend that *Washington Education Association v. Smith*, 96 Wash.2d 601 (1981) recognized that RCW 28A.405.400 permits the district to process employee contributions to WEA-PAC/NEA-FCPE via payroll deduction. In *Smith*, the Washington State Supreme Court examined whether state officials were permitted to facilitate, via payroll deduction, contributions from state college employees to union-affiliated political committees. The Supreme Court ruled that no statutory authority existed authorizing such deductions. In disposing one of WEA's arguments, the majority observed:

"Appellants also allege that prohibiting payroll deductions for political action committees for community college teachers and other state employees while permitting these deductions for employees of common schools is violative of the equal protection clause of the Fourteenth Amendment. RCW 28A.67.095 [now codified as RCW 28A.405.400] allows disbursing officials authorized to pay the salaries and wages of certificated employees of school districts to make any deductions authorized by those employees if ten percent so request, subject to the limitations of district equipment and personnel. Thus, some teachers in grades K through 12 have their contributions to political action committees deducted automatically from their paychecks. Appellants assert that this disparate treatment of teachers, based solely on the educational level they teach, is so arbitrary and unreasonable that it violates the equal protection guaranty."

Nowhere in the decision, however, does the Supreme Court address or discuss the question of whether RCW 28A.405.400 allows for political deductions. The WEA in *Smith* simply pointed out the fact that some school districts processed contributions to union PACs via payroll deduction and alleged they did so under the authority of RCW 28A.405.400. The Supreme Court took the allegation at face value and examined solely whether allowing K-12 employees to contribute to PACs via payroll deduction while prohibiting community college employees from doing so would violate the Fourteenth Amendment, concluding it would not.

In fact, elsewhere in *Smith*, the Supreme Court acknowledged that, absent a specific authorization to do so, public officials may not make political contributions via payroll deduction.

Despite state laws permitting payroll deductions in certain situations, the Supreme Court found "nothing in the legislative history of the act indicating that the legislature intended to permit

deductions for political purposes." Citing state statutes now codified as RCW 41.06.250 and RCW 42.17A.555, the Supreme Court observed that, "the legislature has expressed its disapproval of using state property in connection with the solicitation or making of political contributions."

The Supreme Court dismissed arguments by the unions that certain ambiguous statutes authorized political deductions, noting, "If there is a fair or reasonable doubt as to whether or not a particular power has been granted, it must be denied."

Second, even if RCW 28A.405.400 once allowed school districts to collect contributions to political committees from employees, it was superseded by the prohibitions in RCW 42.17A.555 and RCW 41.06.250 against using public facilities for political purposes.

House Bill 234 from 1972, which included what is now codified as RCW 28A.405.400, was signed by the governor on February 20, 1972.⁴ The statute was last modified by HB 1264 in 1991.⁵ In contrast, voters passed Initiative 276 in November, 1972, establishing what is now codified as RCW 42.17A.555 eight months after HB 234's passage.⁶ The statute was last modified by HB 2016 in 2010.⁷ Despite its several revisions, RCW 42.17A.555 has never been amended by the Legislature to permit the collection of political contributions by local governments via payroll deduction, and no other Legislation specifically permitting such activity has been adopted. The people's intent in passing the ballot measure to prohibit use of public resources for political activity is further strengthened by RCW 42.17A.904, which directs that Chapter 42.17A RCW, including RCW 42.17A.555, "be liberally construed to effectuate the policies and purposes of this act. In the event of conflict between the provisions of this act and any other act, the provisions of this act shall govern."

It is possible that some school districts began collecting WEA-PAC/NEA-FCPE contributions during the brief span between passage of HB 234 in February 1972 and the passage of I-276 the following November. Such a district might argue that, since such deductions began prior to I-276's adoption, its activity would fall under RCW 42.17A.555's exemption for "normal and regular conduct." But the burden of proving such facts falls on the Evergreen School District and, at this point, there is no reason to believe it was facilitating contributions to WEA-PAC/NEA-FCPE via payroll deduction at the time I-276, and its ban on using public facilities for political purposes, was passed into law 45 years ago.

The legislative history of RCW 41.06.250 further confirms the Legislature's intent to, as a rule, prevent the use of public facilities for political purposes. When it was initially passed by voters in 1960 as part of I-207, RCW 41.06.250 stated, "No person shall solicit on state property any

 $https://www.sos.wa.gov/_assets/elections/Voters'\% 20 Pamphlet\% 201972.pdf$

⁴ See Washington Laws, 1972, 1st Ex. Session, Chapter 39 § 1. Available online here: http://leg.wa.gov/CodeReviser/documents/sessionlaw/1972ex1c39.pdf?cite=1972%20ex.s.%20c%2039%20%C2%A7%201.

⁵ Bill text available online here: http://lawfilesext.leg.wa.gov/biennium/1991-92/Pdf/Bills/Session% 20Laws/House/1264.SL.pdf?cite=1991% 20c% 20116% 20% C2% A7% 2018;

⁶ Full text of I-276 available online here:

⁷ Bill text available online here: http://lawfilesext.leg.wa.gov/biennium/2009-10/Pdf/Bills/Session%20Laws/House/2016-S2.SL.pdf?cite=2010%20c%20204%20%C2%A7%20701;

contribution to be used for partisan, political purposes."8

In 1974 — two years after HB 234 was passed establishing RCW 28A.405.400 — the Legislature passed HB 474 and broadened RCW 41.06.250's prohibition against solicitation of political contributions on state property to encompass solicitations made on the "property of a political subdivision of this state," which includes school districts. HB 474 also added subsection 5 to the statute, which states:

"The provisions of this section shall supersede all statutes, charter provisions, ordinances, resolutions, regulations, and requirements promulgated by the state or any subdivision thereof, including any provision of any county charter, insofar as they may be in conflict with the provisions of this section."

That funds contributed to WEA-PAC and NEA-FCPE are used for "partisan, political purposes" is beyond dispute. If RCW 41.06.250 prevents the solicitation of political contributions on school district property, how much more does it, coupled with RCW 42.17A.555, prevent the use of public facilities to actually collect such contributions?

Thus, while RCW 28A.405.400 authorizes certain types of payroll deductions under some circumstances, it does not specifically authorize the use of payroll deduction to process public employee contributions to political committees while, in the years after its passage, voters and the Legislature adopted two clear and sweeping prohibitions against the use of public facilities for political purposes.

Third, even if RCW 28A.405.400 did authorize school districts to facilitate political contributions in some situations and did not conflict with RCW 42.17A.555 and RCW 41.06.250, it would still be legally inappropriate for the Evergreen School District to collect WEA-PAC contributions in this case. Whatever kinds of deductions it may authorize, RCW 28A.405.400 also states that "the employer may not derive any financial benefit from such deductions," presumably to prevent conflicts of interest and remove the temptation of using public resources and facilities for private or political benefit.

In this case, at least Evergreen School District director Victoria Bradford has received direct, monetary political contributions from WEA-PAC, the very political committee the district uses public facilities to help fund. While running for reelection in 2015, Bradford received a \$950 contribution from WEA-PAC on September 23, 2015. *See* **App. 45-54**, a copy of WEA-PAC's form C4 showing its contribution to Bradford.

RCW 28A.405.400's broad prohibition against deductions that provide "any financial benefit" to the employer was undoubtedly intended to prevent situations precisely of this nature.

Fourth, whatever types of deductions it may authorize, RCW 28A.405.400 requires that "at least 10 percent" of school district employees request or authorize the deductions in writing. It is not

https://www.sos.wa.gov/_assets/elections/Voters'%20Pamphlet%201960.pdf

⁸ Full text of I-207 available online here:

⁹ A list of current Evergreen School District directors is available online here: http://evergreenps.org/School-Board

clear that a sufficient number of current Evergreen School District employees have authorized WEA-PAC/NEA-FCPE deductions to reach the required 10 percent threshold.

The cost to the district of collecting WEA-PAC/NEA-FCPE contributions is legally irrelevant

The Evergreen School District may contend that the cost of processing contributions to WEA-PAC/NEA-FCPE by its employees via payroll deduction is small or immeasurable and is, therefore, permitted under RCW 42.17A.555.

However, in *Herbert v. Washington State Public Disclosure Commission*, 136 Wash.App. 249 (2006) the state court of appeals determined that even *de minimis* use of public facilities for political purposes is prohibited by RCW 42.17A.555, declaring, "because the statute is undisputedly unambiguous and does not contain a *de minimus* use exception, we decline to impose one."

Prohibitions against using public facilities for political activity are constitutional

In *Smith*, the WEA argued that prohibiting public employees from contributing to political committees via payroll deduction violated their First Amendment rights. The Washington Supreme Court dismissed this argument, however, observing:

"Just as '(t)he right to speak and publish does not carry with it the unrestrained right to gather information', *Zemel v. Rusk*, 381 U.S. 1, 17, 85 S.Ct. 1271, 1281, 14 L.Ed.2d 179 (1965), the right to make political contributions does not necessarily include the right to compel the State to deduct the contributions from one's paycheck... [I]n the instant case, even if the State's refusal to deduct for political contributions impairs the union's ability to take political action, none of appellants' constitutional rights are involved. There are many other methods of soliciting contributions..."

Similarly, the court of appeals in *Herbert* defended the constitutionality of RCW 42.17A.555 as applied to restrict the use of school district mail boxes and email systems for political purposes on the grounds that such restriction was "reasonable and viewpoint neutral." As in the situation at hand, the court found that the statute's prohibition against using school mail boxes and emails ("forums" for speech not available to the general public) for political activity was constitutionally defensible because it restricted "categories of speech" as opposed to "certain types of political viewpoints."

The appeals court concluded by noting that,

"...pure political speech is permitted, but using [public] facilities to deliver speech is prohibited. The use element provides the distinction between talking in the lunchroom and using school computers to e-mail staff members. This distinction is rational and reasonable in light of RCW [42.17A.555's] policy goals of ensuring that public facilities are used for their intended purposes and in maintaining the State's political neutrality. Therefore, we conclude that the application of the statute here is not arbitrary and

capricious because the distinctions it draws are rationally related to the statutory restriction on the use of public facilities for political advocacy."

Federal election laws do not preempt state statutes in this instance

WEA also attempted to argue in *Smith* that the Federal Election Campaign Act (FECA) preempts state law and compelled the state to permit employees to contribute to political committees via payroll deduction. The Washington Supreme Court determined this argument to be without merit as well since, first, the FECA "affects federal elections only" and "[s]tate law still governs state elections" and, second, "there is nothing in the FECA that requires any employer to establish a payroll deduction plan for its own employees." Even if the FECA required public employers to facilitate contributions to federal political committees like NEA-FCPE, which it does not, it would not overturn state law banning preventing public facilities from being used for the benefit of state political committees like WEA-PAC.

Union collective bargaining agreements do not and cannot require the school district to facilitate WEA-PAC/NEA-FCPE contributions

In addition to the fact that the Evergreen School District lacks statutory authority to make WEA-PAC/NEA-FCPE contributions through payroll deduction, there is no language in the district's collective bargaining agreement with the Evergreen Education Association that requires it to do so. *See* **App. 55-216**, a copy of the district's collective bargaining agreement with the teachers' union.

Even if there was such a contractual requirement, it could not trump state law. In *Smith*, the Washington Supreme Court dismissed WEA's contention that the state was contractually obligated under its collective bargaining agreement with the union to process political contributions via payroll deductions, stating, "Since we hold today that the statute does not permit the deductions, and that the United States Constitution does not require them, we find that the contract was *ultra vires*." As a general matter, the terms of a collective bargaining agreement cannot prevail over a statute when in conflict. ¹⁰

Conclusion

Washington's voters and elected officials have established a clear policy that, with few enumerated exceptions, prohibits the use of public facilities, funds and resources for political purposes. Such a policy guards against corruption and government favoritism, while helping protect Washingtonian's free speech rights and the integrity of state government.

By collecting political contributions to WEA-PAC/NEA-FCPE via payroll deduction, in contravention of state law and its own policies, the Evergreen School District has agreed to endorse and underwrite the political agenda of a single, and incredibly influential, special interest organization with public resources. The fact that certain of the school district directors have relied in part upon WEA-PAC contributions they facilitate for their electoral success only adds to

¹⁰ For instance, RCW 41.80.020(6) provides, "A provision of a collective bargaining agreement that conflicts with the terms of a statute is invalid and unenforceable."

the appearance of corruption. Such activity cannot be permitted to continue.

We respectfully request that you undertake a thorough investigation into these allegations and initiate an enforcement action.

Please do not hesitate to let us know if you would like us to clarify, expand upon or further document these allegations in any way. Thank you for your consideration.

Sincerely,

Maxford Nelsen

Director of Labor Policy

Freedom Foundation

P.O. Box 552, Olympia, WA 98507

Marry Notes

(360) 956-3482

mnelsen@freedomfoundation.com

PDC Complaint – Evergreen School District – Appendix



Political Committee Registration

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100809165 AMENDS A001298332

Toll Free 1-877-601-2828				(1/12)	\$\$0 <u>1</u> 898338
Committee Name (Include sponsor in committee name official name. Do not use abbreviations or acronyms in	this box.)			Acronym: WEA	-PAC
		72110112 11011011	0011111111	Telephone: 253	-941-6700
Mailing Address					
PO BOX 9100				Fax: 253	-946-7603
City	County	Zip) + 4		
FEDERAL WAY	KING	98	3063	E-mail: GMANS	ELL@WASHINGTONEA.ORG
NEW OR AMENDED REGISTRATION? NEW. Complete entire form. AMENDS previous report. Complete entire form.		COMMITTEE STATUS Continuing (On-going; r (Year)	not established in antion r only. Date of genera		
What is the purpose or description of the committee					
■ Bona Fide Political Party Committee - official state of the names of the candidates you support.	te or county	central committee or legislat	ive district committee.	If you are not suppo	rting the entire party ticket, attach a list
☐ Ballot Committee - Initiative, Bond, Levy, Recall,	etc. Name	or description of ballot measu	re:		Ballot Number FOR AGAINST
■ Other Political Committee - PAC, caucus commit name: WASHINGTON EDUCATION A			ated or affiliated with	a business, associatio	on, union or similar entity, specify
For single election-year only committees (not conti (a) one or more candidates? Yes No		mittees): Is the committee so a list of each candidate's na		political party affiliation	on.
(b) the entire ticket of a political party?	☐ No	If yes, identify the party:			
2. Related or affiliated committees. List name, address	s and relation	onship.			☐ Continued on attached sheet.
If no box is checked you are obligated to use to MINI REPORTING Mini Reporting is selected. No more than \$ than \$500 in the aggregate will be accepted.	5,000 will b	e raised or spent <u>and</u> no more	X FULL REP	ORTING	frequent, detailed campaign reports
 Campaign Manager's or Media Contact's Name and 	Address			Te	elephone Number:
 Treasurer's Name and Address. Does treasurer per next page for details. List deputy treasurers on attac ARMAND L TIBERIO 	ched sheet.		_		aytime Telephone Number:
P.O. BOX 9100, FEDERAL WAY W 6. Persons who perform only ministerial functions on be persons. See WAC 390-05-243 and next page for c 3ENA H MANSELL, WEA/NEA PAC A	ehalf of this letails.	committee and on behalf of c	·		Continued on attached sheet.
7. Committee Officers and other persons who authorized ARMAND L TIBERIO, SECRETARY/TAXIM MEAD, WEA-PAC CHAIR, P.O. STEPHEN MILLER, VICE-CHAIR, E	REASUE BOX 9	RER, P.O. BOX 91 9100, FEDERAL WA	.00, FEDERAL Y WA 98063-	WAY WA 980 9100	Continued on attached sheet.
3. Campaign Bank or Depository			anch		City
BANK OF AMERICA	-inter-		DERAL WAY		EDERAL WAY
Campaign books must be open to the public by apper holidays. In the space below, provide contact inform post office box or an out-of-area address.	nation for so	heduling an appointment and	the address where th		
Street Address, Room Number, City		. •	le for inspection		
In order to make an appointment, contact the campa			65-7021 253	-946-7603 A	.iverson@washingtonea.o
 Eligibility to Give to Political Committees and must receive \$10 or more each from ten Was contributing to a Washington State political comm 	State Office hington Sta	e Candidates: A committee ate registered voters before	11. Signature and		ify that this statement is true, complete
prior to making a contribution to a state office	candidate	your committee must have	Committee 1	Γreasurer's Signatur	re Date
received contributions of \$10 or more each from a	at least ten	Washington State registered	ARMAND L	TIBERIO	01-18-2018

☒ A check here indicates your awareness of and pledge to comply with these provisions.

Absence of a check mark means your committee does not qualify to give to Washington State political committees and/or state office candidates.

Attachment to C1PC – Political Committee Registration

MARTHA PATTERSON

Name washington education association political action committee

2. Related or affiliated committees			
5. Deputy Treasurers Name and Add	ress.		
6. Persons who perform only minister	rial functions. Name. Title or	ad Addraga	
6. Persons who perform only minister	nai iunctions, name, ritte ar	id Address.	
7. Committee Officers, List Name, Tit	le and Address.		
SHAWN LEWIS	POLITICAL ACTION	P.O. BOX 9100	, FEDERAL WAY WA 98063-910
JENN BLACK	BOARD MANAGER	P.O. BOX 9100	, FEDERAL WAY WA 98063-910
LEANN BLANCO	BOARD MANAGER	P.O. BOX 9100	, FEDERAL WAY WA 98063-910
TRACEY DRUM	BOARD MANAGER	P.O. BOX 9100	, FEDERAL WAY WA 98053-910
SHANNON ERGUN	BOARD MANAGER		, FEDERAL WAY WA 98063-910
MORGAN GALLE	BOARD MANAGER		, FEDERAL WAY WA 98063-910
BARB GAPPER	BOARD MANAGER		, FEDERAL WAY WA 98063-910
JAMES GOW	BOARD MANAGER		, FEDERAL WAY WA 98063-910
RYAN GRANT	BOARD MANAGER		, FEDERAL WAY WA 98063-910
JARED KINK	BOARD MANAGER		, FEDERAL WAY WA 98063-910
PAM KRUSE	BOARD MANAGER	P.O. BOX 9100	, FEDERAL WAY WA 98063-910
ADAM MACDONALD	BOARD MANAGER	P.O. BOX 9100	, FEDERAL WAY WA 98063-910
CHASE PARSLEY	BOARD MANAGER	P.O. BOX 9100	, FEDERAL WAY WA 98063-910

BOARD MANAGER

P.O. BOX 9100, FEDERAL WAY WA 98063-9100

Attachment to C1PC – Political Committee Registration

Name WASHINGTON EDUCATION ASSOCIATION POLITICAL ACTION COMMITTEE

7. Committee Officers, List Name, Title and Address.

CATHLEEN PETERSON	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
LINDA PETERSON	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
SHELLEY HOULE	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
TODD MCLAUGHLIN	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
MAUREEN RAMOS	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
MICHAEL TAMAYO	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
DIANE SUNDVIK	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
CONNIE NOAKES	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
KARI VAN NOSTRAN	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
NICOLE WAY	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
ADAM WHITE	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
HEATHER YUCKERT	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
NATE ZIEMKOWSKI	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100

Amendment to C1PC Political Comm Registration - WEA-PAC

Gena Mansell [WA] reported 3 days ago (Fri, 16 Mar at 5:43 PM) via Email

To: pdc@pdc.wa.gov

Cc: aiverson@washingtonea.org, mgawley@washingtonea.org, mknight@washingtonea.org, sboe@washingtonea.org

Hello,

WEA-PAC needs to amend its C1PC Political Committee Registration to include a new Committee Officers name, with no actual change to the information on the form submitted on January 18, 2018. The new Officers name is: Raquel Cortez

Please attach the following list of names (attached), to the 2018 Washington Education Association Political Action Committees C1PC Form (attached for reference), so that the public will be able to view the additional Committee Officers name/information.

Thank you,

Gena H. Mansell WEA Accounting & Public Policy Center WEA/NEA PAC Accounting Specialist Phone: (253) 765-7013

Fax: (253) 946-7603

2 Attachments



2018 C1PC Po... (26.2 KB)



Attachment t...

Attachment to C1PC – Political Committee Registration

Name WASHINGTON EDUCATION ASSOCIATION POLITICAL ACTION COMMITTEE

7. Committee Officers, List Name, Title and Address.

CATHLEEN PETERSON	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100
LINDA PETERSON	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100
SHELLEY HOULE	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100
TODD MCLAUGHLIN	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100
MAUREEN RAMOS	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100
MICHAEL TAMAYO	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100
DIANE SUNDVIK	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100
CONNIE NOAKES	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100
KARI VAN NOSTRAN	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100
NICOLE WAY	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100
ADAM WHITE	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100
HEATHER YUCKERT	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100
NATE ZIEMKOWSKI	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100
RAQUEL CORTEZ	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100

Amendment to C1PC Political Comm Registration - WEA-PAC

Gena Mansell [WA] reported 15 minutes ago (Tue, 15 May at 4:35 PM) via Email

To: pdc@pdc.wa.gov

Cc: aiverson@washingtonea.org, mgawley@washingtonea.org, mknight@washingtonea.org, slewis@washingtonea.org, rregan...

Hello,

WEA-PAC needs to amend its C1PC Political Committee Registration to include a new Committee Officers name, with no actual change to the information on the form submitted on January 18, 2018. The new Officers name is: James (Rod) Regan.

Please attach the following list of names (attached), to the 2018 Washington Education Association Political Action Committees C1PC Form (attached for reference), so that the public will be able to view the additional Committee Officers name/information.

Thank you,

Gena H. Mansell WEA Accounting & Public Policy Center WEA/NEA PAC Accounting Specialist

Phone: (253) 765-7013 Fax: (253) 946-7603

2 Attachments



2018 C1PC Po... (26.9 KB)



Attachment t...

Attachment to C1PC – Political Committee Registration

Name WASHINGTON EDUCATION ASSOCIATION POLITICAL ACTION COMMITTEE

7. Committee Officers, List Name, Title and Address.

CATHLEEN PETERSON	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100
LINDA PETERSON	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100
SHELLEY HOULE	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100
TODD MCLAUGHLIN	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100
MAUREEN RAMOS	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100
MICHAEL TAMAYO	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100
DIANE SUNDVIK	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100
CONNIE NOAKES	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100
KARI VAN NOSTRAN	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100
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ADAM WHITE	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100
HEATHER YUCKERT	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100
NATE ZIEMKOWSKI	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100
RAQUEL CORTEZ	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100
JAMES (Rod) REGAN	DIR. ADVOCACY&ORG	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100



SOUNDVIEW UNISERY COUNCIL

The best UniServ in the UniVers



ABOUT US

LOCALS EVENTS / ETC. MEMBER BENEFITS NEWS STUFF UNION DUES

Why do I need to be interested in politics?

This ability to recognize the way things need to be done in order to ensure success in public education is as important as your daily interactions with colleagues, parents, principals, supervisors, and the superintendent. Here are a few reasons how politics affect your life daily:



WEA-PAC...

- regives us a voice to fight for increased education funding, higher school quality and improved
- helps to elect candidates who will put children and public education first.
- pives us a strong voice in the debate over key issues including funding, class size, compensation and accountability
- is a powerful voice in lobbying for the right kind of education reform. By being members of WEA-PAC we can work together to help children, strengthen our schools and improve compensation. Remember, recommendations are based on substantive educational issues only.
- supports activities to help protect the interests of education employees, and give us a better chance of winning improved compensation, health benefits and protecting collective bargaining rights.

YOU IN POLITICS!

2014 voter-approved I-1351 for smaller class sizes! You successfully collected over 300,000 signatures to get Initiative 1351 onto the ballot. Additionally, you successfully connected with voters through door belling and phonebanking to get out the vote to pass I-1351. This is now law!

Statewide one day walk outs! In 2015, we have been standing side by side with community members taking an incredible stand for students by walking out against the Legislature's failure to adequately address smaller class sizes, health care and educator compensation. As I'm writing this, elected officials are in their second special session in Olympia struggling to fully fund our public education system and showing a shocking display of politics over policy.

Election 2012 a decidedly pro-education victory! 80% of our Washington Education Association Political Action Committee's (WEAPAC) pro-education endorsed candidates were elected during this last general election. The legislative legislative session news and how it will affect you and your job or you can text OurVoice at 41411.

WHAT IS WEA-PAC?

WEA-PAC is Washington Education Association's Political Action Committee. WEA-PAC supports candidates (school board, senators, state representatives, governor and more), regardless of party, who champion the needs of public education. Based on input from local WEA-PAC members, WEA-PAC Board Managers meet and determine how the political candidates stand on the issues that affect our members, our schools and our students.

We look for strong candidates who are willing to stand up for public education.

Is the politics in Olympia frustrating? Yes. It's also a great reminder that we need to elect candidates based on their support for our schools and students. We need candidates who will advocate for a well-funded education system as well as hold the line on threats to educators, students and public schools. We have school board and other local races up for election.

WHO CAN JOIN?

WEAPAC collects voluntary contributions and uses those funds for political purposes including, but not limited to, making contributions to and expenditures on behalf of pro-public education candidates in the state of Washington.

Making a contribution is neither a condition of employment nor membership in the Association, and members have the right to refuse to contribute. WEA-PAC contributions are not deductible as charitable contributions for federal tax purposes.

So, thank you to WEAPAC members. By being a member of WEA-PAC you help elect the best candidates running for office.

WEA-PAC PAYROLL DEDUCTION

- 1. How does WEA-PAC payroll deduction work? Simply sign the bottom of the WEA-PAC Payroll Deduction Authorization form and mail it to Jo Wood at Soundview or turn in to your building rep.
- 2. How much do I have deducted? The payroll deduction is \$27.00 per year (\$2.25 per month for 12 months) no more, no less. These deductions are ongoing year after year until you notify WEA and your school district to discontinue.
- 3. When do my WEA-PAC payroll deductions begin? You can file a WEA-PAC payroll deduction authorization at any time. The payroll deduction amount is never retroactive or prorated; you pay \$2.25 per month no matter what time of year you sign
- 4. Am I required to report my WEA-PAC payroll contribution? No. WEA will provide contributors' names to the PDC (Public Disclosure Commission) as required by law.



PAGE 1 / 6 -

FEC FORM 1			TEMEN SANIZA		_					Offic	ce Use	Only			'
NAME OF COMMITTEE (in	full)	(Check	if name		le:If typing	g, type	1:	2FE	4M5						
NEA Fund)									
ADDRESS (number a	nd street)	1201 16th Stree	et NW Ste 418												
(Check if a is changed															
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		CITY ▲					Sī	ATE 4	A			ZIP	COE	DE ▲	
COMMITTEE'S E-MA	AIL ADDRES	SS													
(Check if a is changed		jtakacs@ne	a.org												
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2. DATE 0		D / Y Y Y Y 2016	Y												
3. FEC IDENTIFIC	CATION NU	MBER ►	C co	00003251											
4. IS THIS STATEM	MENT	NEW (N)	OR	×	AMENE	DED (A)									
I certify that I have e	examined th	is Statement and	d to the best	of my kno	wledge ar	nd belief	it is tr	ue, co	rrect	and o	compl	ete.			
Type or Print Name	of Treasurer	Michael McPhe	erson												
Signature of Treasure	er <i>Micha</i>	el McPherson		[E	lectronicall <u></u>	y Filed]	Date	e	M = N		05		Y	2016	
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orm 1 (Revised 02/2009) Page 2
COMMITTEE
e Committee:
This committee is a principal campaign committee. (Complete the candidate information below.)
This committee is an authorized committee, and is NOT a principal campaign committee. (Complete the candidate information below.)
<u> </u>
Office State Sought: House Senate President District
This committee supports/opposes only one candidate, and is NOT an authorized committee.
mmittee:
(National, State (Democratic, This committee is a or subordinate) committee of the Republican, etc.) Party
Action Committee (PAC):
This committee is a separate segregated fund. (Identify connected organization on line 6.) Its connected organization is
Corporation Corporation w/o Capital Stock X Labor Organization
Membership Organization Trade Association Cooperative
In addition, this committee is a Lobbyist/Registrant PAC.
This committee supports/opposes more than one Federal candidate, and is NOT a separate segregated fund or party committee. (i.e., nonconnected committee)
In addition, this committee is a Lobbyist/Registrant PAC.
In addition, this committee is a Leadership PAC. (Identify sponsor on line 6.)
draising Representative:
This committee collects contributions, pays fundraising expenses and disburses net proceeds for two or more political committees/organizations, at least one of which is an authorized committee of a federal candidate.
This committee collects contributions, pays fundraising expenses and disburses net proceeds for two or more political committees/organizations, none of which is an authorized committee of a federal candidate.
nmittees Participating in Joint Fundraiser
FEC ID number C
FEC ID number
FEC ID number

FEC Form 1 (Revised 0	2/2009)	Page 3
Write or Type Committee Name		
NEA Fund for C	hildren and Public Education	
6. Name of Any Connected O	rganization, Affiliated Committee, Joint Fundraising Representative, or Leade	rship PAC Sponsor
National Education Ass	sociation	
Mailing Address	1201 16th Street NW	
	Washington DC 20036	ZID CODE
Relationship: X Connected	CITY STATE Organization Affiliated Committee Joint Fundraising Representative	ZIP CODE Leadership PAC Sponsor
 Custodian of Records: Ident books and records. 	tify by name, address (phone number optional) and position of the person in p	possession of committee
Full Name Lisa Robilla Full Name Mailing Address	1201 16th St. NW Suite 510	
	Washington DC 20036	;
Title or Position	CITY STATE	ZIP CODE
Custodian of Records		822 7336
3. Treasurer: List the name and any designated agent (e.g., as	address (phone number optional) of the treasurer of the committee; and the ssistant treasurer).	name and address of
Full Name Michael Mc	Pherson	
Mailing Address	1201 16th Street NW Ste 418	
	Washington DC 20036 CITY STATE	ZIP CODE
Title or Position Treasurer		822 7179

FEC FOIII I (F	Revised 02/2009)	Page 4
Full Name of Designated		
Agent		
Mailing Address		
	CITY STATE	ZIP CODE
Title or Position		
	Telephone number	
		olds accounts ronts
Banks or Other Depo	ositories: List all banks or other depositories in which the committee deposits funds, h	olds accounts, rents
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Form/Schedule: F1A Transaction ID:

This Statement of Organization is being amended to report a new Custodian of Records.

Form/Schedule: Transaction ID:

FORM 1S -STATEMENT OF ORGANIZATION (Supplemental Page)

FEC Form 1G (Revised 06	5/2011)		Page 6
Banks or Other Depositories: safety deposit boxes or maintain Name of Bank, Depository, etc.	List all banks or other depositories in which th s funds.	e committee deposits fund	s, holds accounts, rents
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Mailing Address			
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L		ليا ليي	لــــا-لـــــا
	CITY 🙇	STATE △	ZIP CODE 🛕
Name of Any Connected Organ	nization, Affiliated Committee, Joint Fundrais	ing Representative, or Le	[ADDITIONAL] adership PAC Sponsor
Mailing Address	1201 16th Street NW Suite 418		
l I	Washington		20036
	CITY▲	STATE 4	ZIP CODE
Relationship: Connected Organization	X Affiliated Committee Joint Fundrais	ing Representative	_eadership PAC Sponsor
Designated Agent			[ADDITIONAL]
Full Name			
Mailing Address			
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Title or Position ₩	CITY &	STATE	ZIP CODE &
		Telephone number	
Joint Fundraiser Participant			[ADDITIONAL]
للللللللللل		FEC ID number	

NEWS ABOUT THE NEA FUND

The NEA Fund is our voice in Washington-it speaks on behalf of our 3.2 million members from all 51 affiliates of the National Education Association. As the NEA's national PAC, the NEA Fund provides direct financial support to recommended candidates for President, the U.S. House, and the U.S. Senate who will fight to support teachers, staff, and students and improve public education.

The NEA Fund also supports pro-public education candidates in gubernatorial and other important state races as well as making independent expenditures asking people to vote for or against candidates based on their position on public education.



Every member who contributes to the NEA Fund does so voluntarily.

Every dollar contributed to a candidate, a political party, or independent expenditures is voluntarily given. NEA does not use dues dollars for this purpose. Just as the NEA Fund relies on small contributions from thousands of members, the NEA candidate recommendation process is driven by NEA membership. NEA never recommends or endorses a candidate for federal office without the support of State Association leaders.

Your Voice For Transforming Public Policy

The NEA Fund website is open to NEA members, Executive and Administrative staff, and members of their families only.



The NEA Fund also supports pro-public education candidates in gubernatorial and other important state races as well as making independent expenditures asking people to vote for or against candidates based on their position on public education.



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NEA 🗐	OR CHILBREN & PUBLIC
FUND	REDUCATION .
The Political Action Committee of the Hating	nal Education Association, F

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AUTHORIZATION FO	OR POLITICAL	CON	TRIBUT	PMOI

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Name (First, MI, Last) Mich	elle D. F	Albright.	Home email			
Home Address (Street Route	or Box	_			Apt	
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(Enter last four digits)		50 and 50		7	- 3 -	

WASHINGTON EDUCATION ASSOCIATION POLITICAL ACTION COMMITTEE (WEA-PAC) NATIONAL EDUCATION ASSOCIATION FUND FOR CHILDREN & PUBLIC EDUCATION (NEA-FCPE)

The Washington Education Association Political Action Committee (WEA-PAC) and the National Education Association Fund for Children and Public Education (NEA-FCPE) collect voluntary contributions from Association members and use those contributions for political purposes including, but not limited to, making contributions to and expenditures on behalf of friends of public education who are candidates for state and local office, and in the case of the NEA-FCPE, for federal office. Contributions to the NEA-FCPE and WEA-PAC are voluntary; making a contribution is neither a condition of employment, nor membership in the Association, and members have the right to refuse to contribute without suffering any reprisal. No employer or labor organization may discriminate against an officer or employee in the terms and conditions of employment for (i) the failure to contribute to, (ii) the failure in any way to support or oppose, or (III) in any way supporting or opposing a candidate, ballot proposition, political party or political committee.

A member may give more or less than the suggested amount of \$12 per year to the NEA-FCPE, or may contribute nothing at all, without it affecting his or her membership status, rights, or benefits in the NEA or WEA. Only U.S. citizens or lawful permanent residents may contribute to the NEA-FCPE or WEA-PAC. Federal law prohibits the NEA-FCPE from receiving donations from persons other than members of the NEA and its affiliates and their immediate families. All donations from persons other than members of NEA and its affiliates and their immediate families will be returned forthwith. Federal law also requires us to use our best efforts to collect the name, mailing address, occupation, and the name of employer of individuals whose contributions to the NEA-FCPE aggregate in excess of \$200 in a calendar year. Contributions to WEA-PAC and/or the NEA-FCPE are not deductible as charitable contributions for income tax purposes.

No employer or other person may withhold a portion of a Washington state resident's earnings (or that of a nonresident whose primary place of work is in Washington) in order to make contributions to a political committee that must report to the Public Disclosure Commission or to a candidate for state or local office without written permission from that individual Completion of this form entitles the entity specified to make such a withholding. This authorization for withholdings and contributions remains in effect until revoked in writing by the employee and received by WEA-PAC at P.O. Box 9100, Faderal Way, WA 98063-9100.

Please discontinue any/all Electronic Funds Transfer (EFT) authorizations on file from my credit card and/or bank account.

AUTHORIZATION FOR PAYROLL DEDUCTION

In order to contribute to WEA-PAC and NEA-FCPE please check the appropriate boxes below:

WEA-PAC: I, the undersigned, acknowledge that I am a member of the above-named education association (where the entity representing my bargaining unit is a WEA/NEA affiliate), the Washington Education Association and the National Education Association. With full knowledge of the information above, I hereby authorize my employer to deduct \$2.25 per month from my salary in order to make contributions to WEA-PAC. Multiple authorizations will result in only ONE deduction of \$2.25. I agree that this authorization shall be automatically renewed each year thereafter unless written notice of revocation is given by me to WEA. Only certificated or classified personnel employed by Washington School Districts may elect to make contributions by payroll deduction.

NEA-FCPE: With full knowledge of the information above, I authorize you as my employer to deduct from my salary, in accordance with agreed-upon payroll procedure, the suggested NEA-FCPE contribution of \$12 (\$1 per month) for the current NEA membership year and each membership year thereafter. I understand that I am free to contribute more or less than this suggested amount (or nothing at all), but can only do so via a method other than payroll deduction. I agree that this authorization shall be automatically renewed each year thereafter unless written notice of revocation is given by me to WEA. Only certificated or classified personnel employed by Washington School Districts may elect to make contributions by payroll deduction.

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Member's Signature	0	Date	2	Building Re	presentative (ò	ptional)	11
0	White - UniServ/V	NFA Yelinw - Payroll	Pink_WEA_PAC	Gold - Member/Oth	DAC Days		

PAYROLL DEDUCTION PRESSHARD AUTHORIZATION FORM YOU ARE MAKING Your Voice – Your Vote FIVE COPIES Washington Education Association Political Action Committee (WEA-PAC) Everageen Local Association __ Social Security Number: (Enter last four digits only) EVENGVEEN Middle Initial Apt. Zlp School Building/Work Site i, the undersigned, acknowledge that I am a member of the above-named education association (where the entity representing my bargaining unit is a WEA/NEA drillitate), the Washington Education Association and the National Education Association. I hereby authorize my employer to deduct \$2.25 per month from my salary in order to make political contributions to WEA-PAC. Contributions to WEA-PAC are not deductible as charitable contributions for income tax purposes. No employer or other person may withhold a portion of a Washington state resident's earnings (or that of a nonresident whose primary place of work is in Washington) in order to make contributions to a political committee that must report to the Public Disclosure Commission or to a candidate for state or local office without written permission from that individual. Completion of this form entities the entity specified to make such a withholding. This authorization form remains in effect until revoked in writing by the employee and received by WEA-PAC at P.O. Box 9100, Federal Way WA 98063-9100. According to state law, no employer or labor organization may discriminate against an officer or employee in the terms or conditions of employment for the failure in any way to support or oppose, or (c) in any way supporting or opposing a candidate, ballot proposition, political c ongoing WEA-PAC deduction authorizations on file. Please discontinue any/all previous authorizations on file.

Member's Signature

WHITE - UniServ/WEA

Building Representative (optional)

PINK - WEA-PAC

GOLD - Member Copy



HOU 45



AUTHORIZATION FOR POLITICAL CONTRIBUTIONS

Name (First, MI, Last)	Hoven M	A(4) Home email	ı.	14	
Home Address (Street, Rou	<u>ite o</u> r Box)		<i>(8</i>)	Apt_	
City		State		Zip	
Social Security Number: (Enter last four digits)		Local Association/Employer _	Union	Hiyn	X hoir 1

WASHINGTON EDUCATION ASSOCIATION POLITICAL ACTION COMMITTEE (WEA-PAC) NATIONAL EDUCATION ASSOCIATION FUND FOR CHILDREN & PUBLIC EDUCATION (NEA-FCPE)

The Washington Education Association Political Action Committee (WEA-PAC) and the National Education Association Fund for Children and Public Education (NEA-FCPE) collect voluntary contributions from Association members and use those contributions for political purposes including, but not limited to, making contributions to and expenditures on behalf of friends of public education who are candidates for state and local office, and in the case of the NEA-FCPE, for federal office. Contributions to the NEA-FCPE and WEA-PAC are voluntary; making a contribution is neither a condition of employment, nor membership in the Association, and members have the right to refuse to contribute without suffering any reprisal. No employer or labor organization may discriminate against an officer or employee in the terms and conditions of employment for (i) the failure to. "contribute to, (ii) the failure in any way to support or oppose, or (iii) in any way supporting or opposing a candidate, ballot-proposition, political party or political committee.

A member may give more or less than the suggested amount of \$12 per year to the NEA-FCPE, or may contribute nothing at all, without it affecting his or her membership status, rights, or benefits in the NEA or WEA. Only U.S. citizens or lawful permanent residents may contribute to the NEA-FCPE or WEA-PAC. Federal law prohibits the NEA-FCPE from receiving donations from persons other than members of the NEA and its affiliates and their immediate families. All donations from persons other than members of NEA and its affiliates and their immediate families will be returned forthwith. Federal law also requires us to use our best efforts to collect the name, mailing address, occupation, and the name of employer of individuals whose contributions to the NEA-FCPE aggregate in excess of \$200 in a calendar year. Contributions to WEA-PAC and/or the NEA-FCPE are not deductible as charitable contributions for income tax purposes.

No employer or other person may withhold a portion of a Washington state resident's earnings (or that of a nonresident whose primary place of work is in Washington) in order to make contributions to a political committee that must report to the Public Disclosure Commission or to a candidate for state or local office without written permission from that Individual. Completion of this form entitles the entity specified to make such a withholding. This authorization for withholdings and contributions remains in effect until revoked in writing by the employee and received by WEA-PAC at P.O. Box 9100, Federal Way, WA 98063-9100.

Please discontinue any/all Electronic Funds Transfer (EFT) authorizations on file from my credit card and/or bank account.

AUTHORIZATION FOR PAYROLL DEDUCTION

In order to contribute to WEA-PAC and NEA-FCPE please check the appropriate boxes below:

WEA-PAC: I, the undersigned, acknowledge that I am a member of the above-named education association (where the entity representing my bargaining unit is a WEA/NEA affiliate), the Washington Education Association and the National Education Association. With full knowledge of the information above, I hereby authorize my employer to deduct \$2.25 per menth from my salary in order to make contributions to WEA-PAC. Multiple authorizations will result in only ONE deduction of \$2.25. I agree that this authorization shall be automatically renewed each year thereafter unless written notice of revocation is given by me to WEA. Only certificated or classified personnel employed by Washington School Districts may elect to make contributions by payroll deduction.

NEA-FCPE: With full knowledge of the information above, I authorize you as my employer to deduct from my salary, in accordance with agreed-upon payroll procedure, the suggested NEA-FCPE contribution of \$12 (\$1 per month) for the current NEA membership year and each membership year thereafter. I understand that I am free to contribute more or less than this suggested amount (or nothing at all), but can only do so via a method other than payroll deduction. I agree that this authorization shall be automatically renewed each year thereafter unless written notice of revocation is given by me to WEA. Only certificated or classified personnel employed by Washington School Districts may elect to make contributions by payrol! deduction.

Interniber s Signature

4/21/15

Building Representative (optional)





AUTHORIZAT	TION FOR POLITICAL CONTRIBUTION	NS	
Name (First, MI, Last) Ryan M. Alica	Home email		ţ.
Home Address (Street, Route or Box)_		Apt. BQ 268	
City_	State_	Zip	
Social Security Number:	Local Association/Employer Ewgreen	P. S.	: 4* .

WASHINGTON EDUCATION ASSOCIATION POLITICAL ACTION COMMITTEE (WEA-PAC) NATIONAL EDUCATION ASSOCIATION FUND FOR CHILDREN & PUBLIC EDUCATION (NEA-FCPE)

The Washington Education Association Political Action Committee (WEA-PAC) and the National Education Association Fund for Children and Public Education (NEA-FCPE) collect voluntary contributions from Association members and use those contributions for political purposes including, but not limited to, making contributions to and expenditures on behalf of friends of public education who are candidates for state and local office, and in the case of the NEA-FCPE, for federal office. Contributions to the NEA-FCPE and WEA-PAC are voluntary; making a contribution is neither a condition of employment, nor membership in the Association, and members have the right to refuse to contribute without suffering any reprisal. No employer or labor organization may discriminate against an officer or employee in the terms and conditions of employment for (i) the failure to contribute to, (ii) the failure in any way to support or oppose, or (iii) in any way supporting or opposing a candidate, ballot proposition, political party or political committee.

A member may give more or less than the suggested amount of \$12 per year to the NEA-FCPE, or may contribute nothing at all, without it affecting his or her membership status, rights, or benefits in the NEA or WEA. Only U.S. citizens or lawful permanent residents may contribute to the NEA-FCPE or WEA-PAC. Federal law prohibits the NEA-FCPE from receiving donations from persons other than members of the NEA and its affiliates and their immediate families. All donations from persons other than members of NEA and its affiliates and their immediate families will be returned forthwith. Federal law also requires us to use our best efforts to collect the name, mailing address, occupation, and the name of employer of individuals whose contributions to the NEA-FCPE aggregate in excess of \$200 in a calendar year. Contributions to WEA-PAC and/or the NEA-FCPE are not deductible as charitable contributions for income tax purposes.

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	13	4/14		Gloria Smith	
legiber's Signature	6	Date		Building Representative (optional)	



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NEA FOR CHILDREN
& PUBLIC
FUND EDUCATION
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AUTHORIZATION FOR POLITICAL CONTRIBUTIONS

Name (Last, First, Mi) HAShimula	Kimberly Home email			
Home Address (Street, Boute or Box)			_Apt <u></u>	4
City	State_		_Zip	
Social Security Number: (Enter last four digits)	Local Association/Employer	Everales	n P.S	

WASHINGTON EDUCATION ASSOCIATION POLITICAL ACTION COMMITTEE (WEA-PAC)
NATIONAL EDUCATION ASSOCIATION FUND FOR CHILDREN & PUBLIC EDUCATION (NEA-FCPE)

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Member's Signature

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Building Representative (optional)

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Your Voice - Your Vote	FUND STATE CONTROL TO THE POSITION AND CONTROL OF THE MAINTAIN ASSOCIATION ASS
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AUTHORIZATION FOR POL	HICAL CONTRIBUTIONS

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Home Address (Street, Route or Box)_		Apt.
City_	State_	Zip
Social Security Number: (Enter last four digits)	Local Association/Employer _	Fregues firster Schall

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Member's Signature	Date	Building Representative (optional)



Your Voice - Your Vote



Al	UTHORIZATION FOR	POLITICAL CON	TRIBUTIONS		
Name (First, MI, Last)	Stopher J. Austin	saռ <i>d</i> Ա <u>Home</u> email	Par		
Home Address (Street, Route o	r Box	2.3	Ap	t	1 .
City		State_	Zip	_	
Social Security Number: (Enter last four digits)	Local Ass	sociation/Employer_6	ivergreen Ea	L Assoc	
WASHINGTON EDUNATIONAL EDUCATION	JCATION ASSOCIATION ASSOCIATION FUND				
The Washington Educati Fund for Children and Public Edu contributions for political purpos	ucation (NEA-FCPE) collect	voluntary contribution	s from Association m	embers and use	those

public education who are candidates for state and local office, and in the case of the NEA-FCPE, for federal office. Contributions to the NEA-FCPE and WEA-PAC are voluntary; making a contribution is neither a condition of employment, nor membership in the Association, and members have the right to refuse to contribute without suffering any reprisal. No employer or labor organization may discriminate against an officer or employee in the terms and conditions of employment for (i) the fallure to contribute to, (ii) the failure in any way to support or oppose, or (iii) in any way supporting or opposing a candidate, ballot proposition, political party or political committee.

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□ Please discontinue any/all Electronic Funds Transfer (EFT) authorizations on file from my credit card and/or bank account.

AUTHORIZATION FOR PAYROLL DEDUCTION

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WEA-PAC: I, the undersigned, acknowledge that I am a member of the above-named education association (wilers the entity representing my bargaining unit is a WEA/NEA affiliate), the Washington Education Association and the National Education Association. With full knowledge of the information above, I hereby, authorize my employer to deduct \$2.25 per month from my salary in order to make contributions to WEA-PAC. Multiple authorizations will result in only ONE deduction of \$2.25. I agree that this authorization shall be automatically renewed each year thereafter unless without notice of revocation is given by me to WEA. Only certificated or classified personnel employed by Washington School Districts may elect to make contributions by payroll deduction.

NEA-FCPE: With full knowledge of the information above, I authorize you as my employer to deduct from my salary, in accordance with agreed-upon payroll procedure, the suggested NEA-FCPE contribution of \$12 (\$1 per month) for the current NEA membership year and each membership year thereafter. I understand that I am free to contribute more or less than this suggested amount (or nothing at all), but can only do so via a method other than payroll deduction I agree that this authorization shall be automatically renewed each year thereafter unless written notice of revocation is given by me to WEA. Only certificated or clas

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FOR CHILDREN

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*	* . *	*					
Name (Last, First, Mi)	Anderson	Mark	N,	Home ema	il_		3
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City_	35		· <u>a</u>	State_		Zip_	<u></u>
Social Security Numb	per:		Associ	ation/Employer	Evergreen	School	District

WASHINGTON EDUCATION ASSOCIATION POLITICAL ACTION COMMITTEE (WEA-PAC) NATIONAL EDUCATION ASSOCIATION FUND FOR CHILDREN & PUBLIC EDUCATION (NEA-FCPE)

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Member's Signature

10/30/2015 KAte, MMMAE

Building Representative (optional)

WEAVPAC Nour Voice - Your Voice - Your Voice - Your Voice



AUTHORIZA	TION FOR POLITICAL CONTRIBUTIONS
Name (Last, First, Mi) Auganta Colo	eva Jesus D Home email
Home Address (Street, Route or Box)	Apt
City	StateZip
Social Security Number:	Local Association/Employer <u>Frequent School Duric</u> +

WASHINGTON EDUCATION ASSOCIATION POLITICAL ACTION COMMITTEE (WEA-PAC) NATIONAL EDUCATION ASSOCIATION FUND FOR CHILDREN & PUBLIC EDUCATION (NEA-FCPE)

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AUTHORIZATION FOR POLITICAL CONTRIBUTIONS

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NEA FOR CHILDREN & PUBLIC FUND EDUCATION

AUTHORIZATION FOR POLITICAL CONTRIBUTIONS

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WASHINGTON EDUCATION ASSOCIATION POLITICAL ACTION COMMITTEE (WEA-PAC) NATIONAL EDUCATION ASSOCIATION FUND FOR CHILDREN & PUBLIC EDUCATION (NEA-FCPE)

The Washington Education Association Political Action Committee (WEA-PAC) and the National Education Association Fund for Children and Public Education (NEA-FCPE) collect voluntary contributions from Association members and use those contributions for political purposes including, but not limited to, making contributions to and expenditures on behalf of friends of public education who are candidates for state and local office, and in the case of the NEA-FCPE, for federal office. Contributions to the NEA-FCPE and WEA-PAC are voluntary; making a contribution is neither a condition of employment, nor membership in the Association, and members have the right to refuse to contribute without suffering any reprisal. No employer or labor organization may discriminate against an officer or employee in the terms and conditions of employment for (i) the failure to contribute to, (ii) the failure in any way to support or oppose, or (iii) in any way supporting or opposing a candidate, ballot proposition, political party or political committee.

A member may give more or less than the suggested amount of \$12 per year to the NEA-FCPE, or may contribute nothing at all, without it affecting his or her membership status, rights, or benefits in the NEA or WEA. Only U.S. citizens or lawful permanent residents may contribute to the NEA-FCPE or WEA-PAC. Federal law prohibits the NEA-FCPE from receiving donations from persons other than members of the NEA and its affiliates and their immediate families. All donations from persons other than members of NEA and its affiliates and their immediate families will be returned forthwith. Federal law also requires us to use our best efforts to collect the name, mailing address, occupation, and the name of employer of individuals whose contributions to the NEA-FCPE aggregate in excess of \$200 in a calendar year. Contributions to WEA-PAC and/or the NEA-FCPE are not deductible as charitable contributions for income tax purposes.

No employer or other person may withhold a portion of a Washington state resident's earnings (or that of a nonresident whose primary place of work is in Washington) in order to make contributions to a political committee that must report to the Public Disclosure Commission or to a candidate for state or local office without written permission from that individual. Completion of this form entitles the entity specified to make such a withholding. This authorization for withholdings and contributions remains in effect until revoked in writing by the employee and received by WEA-PAC at P.O. Box 9100, Federal Way, WA 98063-9100.

Please discontinue any/all Electronic Funds Transfer (EFT) authorizations on file from my credit card and/or bank account.

AUTHORIZATION FOR PAYROLL DEDUCTION

In order to contribute to WEA-PAC and NEA-FCPE please check the appropriate boxes below:

WEA-PAC: I, the undersigned, acknowledge that I am a member of the above-named education association (where the entity representing my bargaining unit is a WEA/NEA affiliate), the Washington Education Association and the National Education Association. With full knowledge of the information above, I hereby authorize my employer to deduct \$2.25 per month from my salary in order to make contributions to WEA-PAC. Multiple authorizations will result in only ONE deduction of \$2.25. I agree that this authorization shall be automatically renewed each year thereafter unless written notice of revocation is given by me to WEA. Only certificated or classified personnel employed by Washington School Districts may elect to make contributions by payroll deduction.

NEA-FCPE: With full knowledge of the information above, I authorize you as my employer to deduct from my salary, in accordance with agreed-upon payroll procedure, the suggested NEA-FCPE contribution of \$12 (\$1 per month) for the current NEA membership year and each membership year thereafter. I understand that I am free to contribute more or less than this suggested amount (or nothing at all), but can only do so via a method other than payroll deduction. I agree that this authorization shall be automatically renewed each year thereafter unless written notice of revocation is given by me to WEA. Only certificated or classified personnel employed by Washington School Districts may elect to make

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WASHINGTON EDUCATION ASSOCIATION POLITICAL ACTION COMMITTEE (WEA-PAC)
NATIONAL EDUCATION ASSOCIATION FUND FOR CHILDREN & PUBLIC EDUCATION (NEA-FCPE)

The Washington Education Association Political Action Committee (WEA-PAC) and the National Education Association Fund for Children and Public Education (NEA-FCPE) collect voluntary contributions from Association members and use those contributions for political purposes including, but not limited to, making contributions to and expenditures on behalf of friends of public education who are candidates for state and local office, and in the case of the NEA-FCPE, for federal office. Contributions to the NEA-FCPE and WEA-PAC are voluntary; making a contribution is neither a condition of employment, nor membership in the Association, and members have the right to refuse to contribute without suffering any reprisal. No employer or labor organization may discriminate against an officer or employee in the terms and conditions of employment for (i) the failure to contribute to, (ii) the failure in any way to support or oppose, or (iii) in any way supporting or opposing a candidate, ballot proposition, political party or political committee.

A member may give more or less than the suggested amount of \$12 per year to the NEA-FCPE, or may contribute into the NEA or WEA. Only U.S. citizens or lawful permanent residents may contribute to the NEA-FCPE or WEA-PAC. Federal law prohibits the NEA-FCPE from receiving the donations from persons other than members of the NEA and its affiliates and their immediate families. All donations from persons other than members of NEA and its affiliates and their immediate families will be returned forthwith. Federal lawfalso requires us to use our best efforts to collect the name, mailing address, occupation, and the name of employer of individuals whose contributions to the NEA-FCPE aggregate in excess of \$200 in a calendar year. Contributions to WEA-PAC and/or the NEA-FCPE are not deductible as charitable contributions for income tax purposes.

No employer or other person may withhold a portion of a Washington state resident's earnings (or that of a nonresident whose primary place of work is in Washington) in order to make contributions to a political committee that must report to the Public Disclosure Commission or to a candidate for state or local office without written permission from that individual. Completion of this form entitles the entity specified to make such a withholding. This authorization for withholdings and contributions remains in effect until revoked in writing by the employee and received by WEA-PAC at P.O. Box 9100, Federal () Way, WA 98063-9100.

Please discontinue any/all Electronic Funds Transfer (EFT) authorizations on file from my credit card and/or bank account. }

AUTHORIZATION FOR PAYROLL DEDUCTION

In order to contribute to WEA-PAC and NEA-FCPE please check the appropriate boxes below:

WEA-PAC: I, the undersigned, acknowledge that I am a member of the above-named education association (where the entity representing my bargaining unit is a WEA/NEA affiliate), the Washington Education Association and the National Education Association. With full knowledge of the information above, I hereby authorize my employer to deduct \$2.25 per month from my salary in order to make contributions to WEA-PAC. Multiple authorizations will result in only ONE deduction of \$2.25. I agree that this authorization shall be automatically renewed each year thereafter unless written notice of revocation is given by me to WEA. Only certificated or classified personnel employed by Washington School Districts may elect to make contributions by payroll deduction.

NEA-FCPE: With full knowledge of the information above, I authorize you as my employer to deduct from my salary, in accordance with agreed-upon payroll procedure, the suggested NEA-FCPE contribution of \$12 (\$1 per month) for the current NEA membership year and each membership year thereafter. I understand that I am free to contribute more or less than this suggested amount (or nothing at all), but can only do so via a method other than payroll deduction. I agree that this authorization shall be automatically renewed each year thereafter unless written notice of revocation is given by me to WEA. Only conflicted or elessified personnel employed by Washington School Districts may elect to make

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Member's Signature	Date Date	Building Repres	entative (optional)





Your Voice - Your Vote	FUND ANTONIO PURPLE PUBLIC The Publical Acidea Committee of the Matternal Lance than Association
AUTHORIZAT	ON FOR POLITICAL CONTRIBUTIONS
Name (First, MI, Last) Kelley R Baker	Home email
Home Address (Street, Route or Box)	Apt. Zip
Social Security Number: (Enter last four digits)	Local Association/Employer Fregues Education Association
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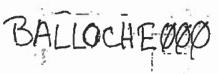
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notice of revocation is given by me to WEA. Only certificated or classified personnel employed by Washington School Districts may elect to make contributions by payroll deduction.

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WEAVPAC
Your Voice - Your Vote

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NEA FOR CHILDREN & PUBLIC FUND EDUCATION

AUTHORIZATION FOR POLITICAL CONTRIBUTIONS

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WASHINGTON EDUCATION ASSOCIATION POLITICAL ACTION COMMITTEE (WEA-PAC)
NATIONAL EDUCATION ASSOCIATION FUND FOR CHILDREN & PUBLIC EDUCATION (NEA-FCPE)

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contributions by neural deduction

1/20/15 Date

Building Representative (optional)

Member's Signature)

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(Enter last four digits)



AUTHOR	RIZATION FOR POLITICAL CON	TRIBUTION	S	
Name (First, MI, Last) Trace Both Home Address (Street, Route or Box)	NYYOWS Home email		Apt.	9
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Social Security Number:	Local Association/Employer	EEA		

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Member's Signature

2 4/27/20 Date

Building Representative (optional)





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AUTHORIZATION FOR POLITICAL CONTRIBUTIONS

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Member's Signature

10/7/10 Date

Building Représentative (optional)

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PAC Payroll Authorization 03/12



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AUTHORIZATION FOR POLITICAL CONTRIBUTIONS

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Social Security Number: (Enter last four digits)	Local Association/Employer _	Everyeen School Dist
WASHINGTON EDUCATION ASSOCIATION ASSOCIATI	ON ASSOCIATION POLITICAL AC	

The Washington Education Association Political Action Committee (WEA-PAC) and the National Education Association Fund for Children and Public Education (NEA-FCPE) collect voluntary contributions from Association members and use those contributions for political purposes including, but not limited to, making contributions to and expenditures on behalf of friends of public education who are candidates for state and local office, and in the case of the NEA-FCPE, for federal office. Contributions to the NEA-FCPE and WEA-PAC are voluntary; making a contribution is neither a condition of employment, nor membership in the Association, and members have the right to refuse to contribute without suffering any reprisal. No employer or labor organization may discriminate against an officer or employee in the terms and conditions of employment for (i) the failure to contribute to, (ii) the failure in any way to support or oppose, or (iii) in any way supporting or opposing a candidate, ballot proposition, political party or political committee.

A member may give more or less than the suggested amount of \$12 per year to the NEA-FCPE, or may contribute nothing at all, without it affecting his or her membership status, rights, or benefits in the NEA or WEA. Only U.S. citizens or lawful permanent residents may contribute to the NEA-FCPE or WEA-PAC. Federal law prohibits the NEA-FCPE from receiving donations from persons other than members of the NEA and its affiliates and their immediate families. All donations from persons other than members of NEA and its affiliates and their immediate families will be returned forthwith. Federal law also requires us to use our best efforts to collect the name, mailing address, occupation, and the name of employer of individuals whose contributions to the NEA-FCPE aggregate in excess of \$200 in a calendar year. Contributions to WEA-PAC and/or the NEA-FCPE are not deductible as charitable contributions for income tax purposes.

No employer or other person may withhold a portion of a Washington state resident's earnings (or that of a nonresident whose primary place of work is in Washington) in order to make contributions to a political committee that must report to the Public Disclosure Commission or to a candidate for state or local office without written permission from that individual. Completion of this form entitles the entity specified to make such a withholding. This authorization for withholdings and contributions remains in effect until revoked in writing by the employee and received by WEA-PAC at P.O. Box 9100, Federal Way, WA 98063-9100.

Please discontinue any/all Electronic Funds Transfer (EFT) authorizations on file from my credit card and/or bank account.

AUTHORIZATION FOR PAYROLL DEDUCTION

In order to contribute to WEA-PAC and NEA-FCPE please check the appropriate boxes below:

WEA-PAC: I, the undersigned, acknowledge that I am a member of the above-named education association (where the entity representing my bargaining unit is a WEA/NEA affiliate), the Washington Education Association and the National Education Association. With full knowledge of the information above, I hereby authorize my employer to deduct \$2.25 per month from my salary in order to make contributions to WEA-PAC. Multiple authorizations will result in only ONE deduction of \$2.25. I agree that this authorization shall be automatically renewed each year thereafter unless written notice of revocation is given by me to WEA. Only certificated or classified personnel employed by Washington School Districts may elect to make contributions by payroll deduction.

NEA-FCPE: With full knowledge of the information above, I authorize you as my employer to deduct from my salary, in accordance with agreed-upon payroll procedure, the suggested NEA-FCPE contribution of \$12 (\$1 per month) for the current NEA membership year and each membership year thereafter. I understand that I am free to contribute more or less than this suggested amount (or nothing at all), but can only do so via a method other than payroll deduction. I agree that this authorization shall be automatically renewed each year thereafter unless written notice of revocation is given by me to WEA. Only certificated or classified personnel employed by Washington School Districts may elect to make contributions by payroll deduction.

	9126/14	FUS
manifect a digitature	Q(Date	Building Representative (optional)

WEATPAC
Your Voice - Your Vote



AUTUODIZ	ATION FOR BOUTION OF	NTDIDUTE		
AUTHORIZA	ATION FOR POLITICAL CO	NTRIBUTIC	DNS	
Name (First, MI, Last) JISTIN S.	BIE Home emai		to the North an indicate of	
Home Address (Street, Route or Box)			Apt16	
City_	State		Zip	
Social Security Number: (Enter last four digits)	Local Association/Employer	EEA		
WASHINGTON EDUCATION A NATIONAL EDUCATION ASSOCIA	ASSOCIATION POLITICAL A TION FUND FOR CHILDREN	CTION CON	MMITTEE (WEA-PAC EDUCATION (NEA-	C) FCPE)

The Washington Education Association Political Action Committee (WEA-PAC) and the National Education Association Fund for Children and Public Education (NEA-FCPE) collect voluntary contributions from Association members and use those contributions for political purposes including, but not limited to, making contributions to and expenditures on behalf of friends of public education who are candidates for state and local office, and in the case of the NEA-FCPE, for federal office. Contributions to the NEA-FCPE and WEA-PAC are voluntary; making a contribution is neither a condition of employment, nor membership in the Association, and members have the right to refuse to contribute without suffering any reprisal. No employer or labor organization may discriminate against an officer or employee in the terms and conditions of employment for (i) the failure to contribute to, (ii) the failure in any way to support or oppose, or/(iii) in any way supporting or opposing a candidate, ballot proposition, political party or political committee.

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NEA-FCPE: With full knowledge of the information above, I authorize you as my employer to deduct from my salary, in accordance with agreed-upon payroli procedure, the suggested NEA-FCPE contribution of \$12 (\$1 per month) for the current NEA membership year and each membership year thereafter. I understand that I am free to contribute more or less than this suggested amount (or nothing at all), but can only do so via a method other than payroll deduction. I agree that this authorization shall be automatically renewed each year thereafter unless written notice of revocation is given by me to WEA. Only certificated or classified personnel employed by Washington School Districts may elect to make

Member's Signature

| Signature | Date | Districts may elect to make | Districts may elect to ma

Evergreen School District #114 Board Policy No. 4400

Section: Community Relations

Election Activities

The district, as part of its mission to educate and instill civic responsibility, will assure that the community is appropriately informed about district and education-related ballot measures through objective and fair presentations of the facts related to those measures. However, public facilities will not be used to assist in any candidate's campaign or to support or oppose any ballot measure.

The board will consider adopting resolutions expressing the school board's collective opinion on ballot measures (state and local, including district levy and bond measures) that impact the effective operation of the schools. Such a resolution will be considered at a board meeting; the short title and proposition number of the ballot measure will be included in the meeting notice; and an equal opportunity will be provided for views on both sides of the issue to be expressed.

Prior to an election on a district ballot measure, the district will publish to the entire community an objective and fair presentation of the facts relevant to the ballot measure. Normal and regular publications of the district will also continue to be published during election cycles and may contain fair, objective and relevant discussions of the facts of pending election issues.

The superintendent will develop procedures to implement this policy that are consistent with the guidelines provided by the Public Disclosure Commission at http://www.pdc.wa.gov/.

Cross References: Policy 1110 Election

Policy 2022 Electronic Information System (K-20

Network)

Policy 4260 Use of Facilities

Policy 5252 Staff Participation in Political

Activities

Legal References: RCW 28A.320.090 Preparing and distributing

information on the district's instructional program, operation and maintenance — Limitation

RCW 42.17A.555 Use of public office or agency

facilities in campaigns — Prohibitions —Exceptions

WAC 390-05-271 General application of RCW

42.17.130

WAC 390-05-273 Definition of normal and regular

conduct

Management Resources:

Policy News, August 2001 PDC Issues Election Guidelines for

Schools

Cross References: Board Policy 2022 Electronic Information System (K-20

Network)

Board Policy 5252 Staff Participation in Political

Activities

Legal References: RCW 28A.320.090 Preparing and distributing

information on the district's instructional program, operation and maintenance — Limitation

RCW 42.17.130 Forbids use of public office or agency

facilities in campaigns

WAC 390-05-271 General application of RCW

42.17.130

WAC 390-05-273 Definition of normal and regular

conduct

Adopted by the Board of Directors: June 28, 2005

Revised by the Board of Directors: September 22, 2015



Book

District Policies and Procedures

Section

Section 5000 - Personnel

Title

Staff Participation in Political Activites

Number

5252

Status

Active

Adopted

February 28, 2018

Evergreen School District 114 District Policy: 5252

Staff Participation in Political Activities

The board recognizes the right of its employees, as citizens, to engage in political activities. A staff member may seek an elective office provided that the staff member does not campaign on district property during working hours. District property and work time, supported by public funds, may not be used for political purposes.

In the event the staff member is elected to office, the employee may request a leave of absence in accordance with the leave policies of the district or the provisions of any applicable collective bargaining agreement. District employees who hold elective or appointive public office in an organization are not entitled to time off from their district duties for reasons incident to such offices unless the circumstances surrounding the leave request qualify under leave policies of the district.

Cross References:

4400 - Election Activities

Legal References:

RCW 41.06.250 Political activities

RCW 42.17A.555 Use of public office or agency facilities in campaigns - Prohibition - Exceptions RCW 42.17A.635 Legislative activities of state agencies, other units of government, elective officials,

employees

Management Resources:

2015 - October Policy Issue

Adopted by the Superintendent: February 28, 2018



Association Political Action

SUMMARY, FULL REPORT RECEIPTS AND EXPENDITURES

C4(3/97)

PDC OFFICE USE 100684051 AMENDS 100684019 03-07-2016

Candidate or Committee Name (Do not abbreviate. Include full name)

ashingtion Education	Association l	Political	Action Commit		on	
Mailing Address O Box 9100				City Federal Way,	WA	
Zip + 4 8063-9100	Office Sought (Cand	didates)	Election Date			s Committees: During ee make an independent
Report Period From (last C	C-4) To (e	nd of period)	Final Report?	expenditure (i.e., an e	expense not	t considered a contribution)
Covered 09/01/	15 10	/12/15	Yes No X	supporting or opposing	<u>ı a state or</u>	<u>local candidate</u> ?
RECEIPTS			•	*See next page	Ye	es No
Previous total cash and in lagingright (if beginning a new campaign)	kind contributions (Fron gn or calendar year, se	n line 8, last C-4 e instruction bo	4) oklet)		······ <u>\$</u>	1,303,595.00
2. Cash received (From line 2	, Schedule A)			···· \$ 84,065	.32	
3. In kind contributions receive						
4. Total cash and in kind cont	ributions received this p	eriod (Line 2 p	lus 3)		·····	106,402.92
5. Loan principal repayments	made (From line 2, Sch	edule L)		<u>C</u>	0.00	
6. Corrections (From line 1 or	3, Schedule C)		Show + or ((-)	.75	
7. Net adjustments this period						-150.75
8. Total cash and in kind cont	ributions during campai	gn (Combine lir	nes 1, 4 & 7)			1,409,847.17
9. Total pledge payments due	(From line 2, Schedule	B)	0.00			
EXPENDITURES 10. Previous total cash and in least tot	kind expenditures (Fron gn or calendar year, se	n line 17, last C e instruction bo	-4) oklet)			191,912.31
11. Total cash expenditures (Fi	rom line 4, Schedule A)			35 , 26	4.92	
12. In kind expenditures (goods	s & services) (From line	1, Schedule B)	···· <u>22,33</u>	7.60	
13. Total cash and in kind expe	enditures made this per	od (Line 11 plu	s line 12)			57,602.52
14. Loan principal repayments	made (From line 2, Sch	edule L)			0.00	
15. Corrections (From line 2 or	3, Schedule C)		Show + or ((-) <u>-1,05</u>	7.50	
16. Net adjustments this period	I (Combine lines 14 & 1	5)		Show +	or (-)	-1,057.50
17. Total cash and in kind expe	enditures during campa	gn (Combine li	nes 10, 13 and 16)			248,457.33
CANDIDATES ONLY Won Lost	Name not Unopposed on ballot	CASH SUMM		1 7\		1,161,389.84
				17)nce(s) plus your petty cash bala		1,101,309.04
Primary election		19. Liabilities:	: (Sum of loans and del	ots owed)		0.00
Treasurer's Daytime Telephone	No.:	20. Balance (Surplus or deficit) (Line	18 minus line 19)	<u> </u>	1,161,389.84
CERTIFICATION: I certify that the		accompanying sc			st of my know	•
Candidate's Signature	Date		Treasurer's Signatur			Date
Washingtion Education	n 10	/13/15	Armand Tiber:	io		

CASH RECEIPTS AND EXPENDITURE

SCHEDULE to C4

Candidate or Committee Name (Do not abbreviate. Use full name.)

Report Date

Washingtion Education Association Political Action Committee (Washingt09f01/15 10/12/15

1. CASH RECEIPTS (Contributions) which have been reported on C3. List each deposit made since last C4 report was submitted.

Date of deposit	Amount	Date of deposit	Amount	Date of deposit	Amount	Total deposits
09/03/2015	240.00	09/30/2015	504.26	09/18/2015	338.00	
09/28/2015	48.00	09/16/2015	17.00	09/19/2015	847.00	
09/29/2015	49,087.39	09/17/2015	15,889.50	See attached		

CODES FOR CLASSIFYING EXPENDITURES: If one of the following codes is used to describe an expenditure, no other description is generally needed. The exceptions are:

- If expenditures are in-kind or earmarked contributions to a candidate or committee or independent expenditures that benefit a candidate or 1) committee, identify the candidate or committee in the Description block;
- When reporting payments to vendors for travel expenses, identify the traveler and travel purpose in the Description block; and 2)
- If expenditures are made directly or indirectly to compensate a person or entity for soliciting signatures on a statewide initiative or referendum 3) petition, use code "V" and provide the following information on an attached sheet: name and address of each person/entity compensated, amount paid each during the reporting period, and cumulative total paid all persons to date to gather signatures.

CODE **DEFINITIONS** ON NEXT PAGE

TOTAL CASH RECEIPTS

- C Contributions (monetary, in-kind & transfers)
- I Independent Expenditures
- L Literature, Brochures, Printing
- B Broadcast Advertising (Radio, TV)
- N Newspaper and Periodical Advertising
- O Other Advertising (yard signs, buttons, etc.)
- V Voter Signature Gathering

P - Postage, Mailing Permits

Enter also on line 2 of C4 \$

- S Surveys and Polls
- F Fundraising Event Expenses
- T Travel, Accommodations, Meals
- M Management/Consulting Services
- W Wages, Salaries, Benefits
- G General Operation and Overhead

3. EXPENDITURES

- a) Expenditures of \$50 or less, including those from petty cash, need not be itemized. Add up these expenditures and show the total in the amount column on the first line below..
- Itemize each expenditure of more than \$50 by date paid, name and address of vendor, code/description, and amount.
- For each payment to a candidate, campaign worker, PR firm, advertising agency or credit card company, attach a list of detailed expenses or copies of receipts/invoices supporting the payment.

Date Paid	Vendor or Recipient (Name and Address)	Code	Purpose of Expense and/or Description	Amount
N/A	Expenses of \$50 or less	N/A	N/A	29.25
09/02/15	BANK OF AMERICA 32011 PACIFIC HWY. SOUTH FEDERAL WAY, WA 98003	G	BANK MERCHANT CREDIT CARD PROCESSING FEES	45.34
09/04/15	STEVEN J THWAITS 3214 NE 97TH ST SEATTLE, WA 98115-2530	С	Refund Dec'14 - June'15 Payroll Deductions to WEA-PAC. No Authorization	15.75
09/04/15	LINDA HOWARD 22215 N HOLCOMB RD MEAD, WA 99021-8751	С	Refund Sept'14 - Aug'15 Payroll Deductions to WEA-PAC. No Authorization	27.00
09/04/15	NANCY D WESTCOTT 15315 79TH AVE E PUYALLUP, WA 98375-8459	С	Refund Apr'15 Payroll Retro Payment to WEA-PAC Deducted in May'15	2.25
09/04/15	MICHELLE D BOSKE 8215 21ST AVE NE SEATTLE, WA 98115-4509	С	Refund Apr-June '15 Payroll Deductions to WEA-PAC. No Authorization Form on File.	6.75
09/04/15	JEROMIE M HEATH 12918 NE 26TH PL BELLEVUE, WA 980051727	С	Refund Sept'14 - Apr'15 Payroll Deductions to WEA-PAC. No Authorization	13.50
			Tabel for on allegate discourse	

Total from attached pages 35,125.08

4. TOTAL CASH EXPENDITURES

\$ Enter also on line 11 of C4 35,264.92

EXPENDITURES CONTINUATION SHEET (Attachment to Schedule A)

Page 3

Candidate or Committee Name (Do not abbreviate. Use full name.)

Report Date

Washingtion Education Association Political Action Committee (Washingt09f01/15

10/12/15

Date Paid	Vendor or Recipient (Name and Address)	Code	Purpose of Expense and/or Description	Amount
09/04/15	ZEINAB M AHMED 2961 S WILLOW ST SEATTLE, WA 98108-3771		Refund Mar-Apr '15 Payroll Deductions to WEA-PAC. No Authorization Form on File.	4.50
09/04/15	HEATHER S STREHLO 6614 HIGH POINT DR SW SEATTLE, WA 98126-3286	С	Refund Oct'14 - June'15 Payroll Deductions to WEA-PAC. Agency Fee Payors	20.25
09/04/15	TRICIA DIAMOND 3202 NE 75TH ST SEATTLE, WA 98115-4700	С	Refund April '15 Payroll Overpayment to WEA-PAC	2.25
09/04/15	MARIANNA C LEAVER 6505 NE 182ND ST KENMORE, WA 98028-4826	С	Refund Oct'14 - Apr '15 Payroll Deductions to WEA-PAC. No Authorization	15.75
09/04/15	PAMELA C DOUROS 1133 CALIFORNIA AVE SW SEATTLE, WA 98116-1605	С	Refund Dec'14 - Apr'15 Payroll Deductions to WEA-PAC. No Authorization	11.25
09/04/15	GRACE R BENNETT 8104 39TH AVE SW SEATTLE, WA 98136-2306	С	Refund Mar-Apr '15 Payroll Deductions to WEA-PAC. No Authorization Form on File.	4.50
09/04/15	ANDY K CHAN 20237 1ST PL S DES MOINES, WA 98198-2506	С	Refund Mar-Apr '15 Payroll Deductions to WEA-PAC. No Authorization Form on File.	4.50
09/04/15	CHRISTINA M MASSIMINO 4202 CHILBERG AVE SW SEATTLE, WA 98116-3531	С	Refund Mar-June '15 Payroll Deductions to WEA-PAC. No Authorization Form on File.	9.00
09/04/15	CASSIE M WIEGAND 13733 GREENWOOD AVE N SEATTLE, WA 98133-6807	С	Refund Mar-Apr '15 Payroll Deductions to WEA-PAC. No Authorization Form on File.	4.50
09/04/15	LINDSAY S REMBERT 8218 35TH AVE SW SEATTLE, WA 98126-3453	С	Refund Apr-June '15 Payroll Deductions to WEA-PAC. No Authorization Form on File.	6.75
09/15/15	BANK OF AMERICA 32011 PACIFIC HWY. SOUTH FEDERAL WAY, WA 98003	G	BANK ANALYSIS CHARGES	198.65
09/21/15	HARRY TRUMAN FUND P.O. BOX 9100 SEATTLE, WA 98109-0100	С	CONTRIBUTION	25,000.00
	-		,	

Page Total \$ 25,281.90

Page 4

EXPENDITURES CONTINUATION SHEET (Attachment to Schedule A)

Candidate or Committee Name (Do not abbreviate. Use full name.)

Report Date

Washingtion Education Association Political Action Committee (Washingt@9n01/15 10/12/15

Date Paid	Vendor or Recipient (Name and Address)	Code	Purpose of Expense and/or Description	Amount
09/21/15	FRIENDS OF MARY JANE GLASER 20530 S.E. 198th STREET RENTON, WA 98058-0258	С	Contribution from WEA-PAC Members of Sammamish Uniserv Council	500.00
09/21/15	FRIENDS OF ZACK HUDGINS 4511 S. 136th STREET TUKWILA, WA 98168	С	Contribution from WEA-PAC Members of WEA Cascade, LWEA, Rainier, Sammami	950.00
09/21/15	ELECT MICHAEL ROBINSON 1410 194th STREET LONG BEACH, WA 98631	С	Contribution from WEA-PAC Members of Lower Columbia Uniserv Council	500.00
09/22/15	HOUSE DEMOCRATIC CAMPAIGN 1000 AURORA AVENUE NORTH, # 100 SEATTLE, WA 98109	С	CONTRIBUTION	950.00
09/22/15	AUBURN SCHOOL DISTRICT 915 4th STREET N.E. AUBURN, WA 98002-4452	С	Refund Sept '15 Resurfaced Lost Check #290537/406722 from May 2012	909.00
09/22/15	30TH LEGISLATIVE DISTRICT 32626 10th PLACE S.W. FEDERAL WAY, WA 98023	С	CONTRIBUTION	2,500.00
09/22/15	WASHINGTON STATE SENATE 1000 AURORA AVENUE NORTH, # 100 SEATTLE, WA 98109	С	CONTRIBUTION	950.00
09/23/15	RE-ELECT VICTORIA BRADFORD 901 MAIN STREET VANCOUVER, WA 98660	С	Contribution from WEA-PAC Members of WEA Riverside UC/Evergreen EA	950.00
09/23/15	FRIENDS OF CARIN CHASE P.O. BOX 1944 LYNNWOOD, WA 98046	С	Contribution from WEA-PAC Members of WEA Cascade UC/Edmonds EA	950.00
10/02/15	BANK OF AMERICA 32011 PACIFIC HWY. SOUTH FEDERAL WAY, WA 98003	G	BANK MERCHANT CREDIT CARD PROCESSING FEES	184.18
10/12/15	KATHLEEN D BARTON 3605 MEADOW BEAUTY DRIVE PASCO, WA 99301	С	Contribution from WEA-PAC Members of WEA Southeast/Pasco EA	500.00

Page Total \$ 9,843.18

5

Attachment to Schedule A Additional Deposits

for the period: 09/01/15 10/12/15

Name

Washingtion Education Association Political Action Committee (Washingtion

ate of Deposit	Amount	Date of Deposit	Amount	Date of Deposit	Amount
9/20/15	11,234.25				
9/21/15	116.14				
9/22/15	3,413.78				
9/25/15	2,330.00				

IN KIND CONTRIBUTIONS, PLEDGES, ORDERS, DEBTS, OBLIGATIONS

SCHEDULE TO C4 **B**

6

Candidate or Committee Name (Do not abbreviate. Use full name.)

Report Date

Washingtion Education Association Political Action Committee (Washingtion 09/01/15 10/12/15

1.	IN KIND	CONTRIBU	TIONS RECEIVE	D (goods	, services,	, discounts, etc.))
----	---------	----------	---------------	-----------------	-------------	--------------------	---

Date Received	Contributor's Name and Address	Description of Contribution	Fair Market Value	Aggregate Total	P R I	G E N	If total over \$100, Employer Name, City, State & Occup
09/02/15	WASHINGTON EDUCATION P.O. BOX 9100 FEDERAL WAY, WA 98063-9100	BANK MERCHANT CREDIT CARD PROCESSING FEES	65.65 1	71,053.17			
)9/30/15	WASHINGTON EDUCATION P.O. BOX 9100 FEDERAL WAY, WA 98063-9100	MEETING EXPENSES	1,547.89 1	71,053.17			
9/30/15	WASHINGTON EDUCATION P.O. BOX 9100 FEDERAL WAY, WA 98063-9100	EMPLOYEE SERVICES	7,025.32 1	71,053.17			
)9/30/15	WASHINGTON EDUCATION P.O. BOX 9100 FEDERAL WAY, WA 98063-9100	OVERHEAD	8,970.73 1	71,053.17			
09/30/15	WASHINGTON EDUCATION P.O. BOX 9100 FEDERAL WAY, WA 98063-9100	WEA/NEA PAC Clearing Account Fees	2,450.00	71,053.17			
10/02/15	WASHINGTON EDUCATION P.O. BOX 9100 FEDERAL WAY, WA 98063-9100	BANK MERCHANT CREDIT CARD PROCESSING FEES	65.65	71,053.17			
L0/12/15	WASHINGTON EDUCATION P.O. BOX 9100 FEDERAL WAY, WA 98063-9100	OVERHEAD 10/01/15 - 10/12/15	1,126.85 1	71,053.17			
L0/12/15	WASHINGTON EDUCATION P.O. BOX 9100 FEDERAL WAY, WA 98063-9100	EMPLOYEE SERVICES 10/01/15 - 10/12/15	281.60	71,053.17			
10/12/15	WASHINGTON EDUCATION P.O. BOX 9100 FEDERAL WAY, WA 98063-9100	MEETING EXPENSES	803.91	71,053.17			
-		TOTAL THIS PAGE	22,337.60		1		

SCHEDULE TO C4

7

Candidate or Committee Name (Do not abbreviate. Use full name.)

Date

Washingtion Education Association Political Action Committee (Washingtion09/01/15 10/12/15

1. CONTRIBUTIONS AND RECEIPTS (Include mathematical corrections.)

Date of Report	Contributor's Name or Description of Correction	Amount Reported	Corrected Amount	Difference (+ or -)
09/04/15	STEVEN J THWAITS 3214 NE 97TH ST SEATTLE, WA 98115-2530	15.75	0.00	-15.75
09/04/15	LINDA HOWARD 22215 N HOLCOMB RD MEAD, WA 99021-8751	27.00	0.00	-27.00
09/04/15	NANCY D WESTCOTT 15315 79TH AVE E PUYALLUP, WA 98375-8459	2.25	0.00	-2.25
09/04/15	MICHELLE D BOSKE 8215 21ST AVE NE SEATTLE, WA 98115-4509	6.75	0.00	-6.75
09/04/15	JEROMIE M HEATH 12918 NE 26TH PL BELLEVUE, WA 980051727	13.50	0.00	-13.50
09/04/15	ZEINAB M AHMED 2961 S WILLOW ST SEATTLE, WA 98108-3771	4.50	0.00	-4.50
09/04/15	HEATHER S STREHLO 6614 HIGH POINT DR SW SEATTLE, WA 98126-3286	20.25	0.00	-20.25
09/04/15	TRICIA DIAMOND 3202 NE 75TH ST SEATTLE, WA 98115-4700	2.25	0.00	-2.25
09/04/15	MARIANNA C LEAVER 6505 NE 182ND ST KENMORE, WA 98028-4826	15.75	0.00	-15.75
09/04/15	PAMELA C DOUROS 1133 CALIFORNIA AVE SW SEATTLE, WA 98116-1605	11.25	0.00	-11.25
09/04/15	GRACE R BENNETT 8104 39TH AVE SW SEATTLE, WA 98136-2306	4.50	0.00	-4.50
09/04/15	ANDY K CHAN 20237 1ST PL S DES MOINES, WA 98198-2506	4.50	0.00	-4.50
			ections to contributions 6 of C4. Show + or (-).	-128.25

SCHEDULE C

8

Candidate or Committee Name (Do not abbreviate. Use full name.)

Date

Washingtion Education Association Political Action Committee (Washingtion09/01/15 10/12/15

1.	CONTRIBUTIONS	AND RECEIPTS	(Include mathematical	corrections.)
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Date of Report	Contributor's Name or Description of Correction	Amount Reported	Corrected Amount	Difference (+ or -)
09/04/15	CHRISTINA M MASSIMINO 4202 CHILBERG AVE SW SEATTLE, WA 98116-3531	9.00	0.00	-9.00
09/04/15	CASSIE M WIEGAND 13733 GREENWOOD AVE N SEATTLE, WA 98133-6807	4.50	0.00	-4.50
09/04/15	LINDSAY S REMBERT 8218 35TH AVE SW SEATTLE, WA 98126-3453	6.75	0.00	-6.75
09/17/15	CHANDLER M DENNISON 1440 NW 60TH ST SEATTLE, WA 98107-2954	2.25	0.00	-2.25
				-
			ections to contributions 6 of C4. Show + or (-).	-22.50

SCHEDULE TO C4

9

Candidate or Committee Name (Do not abbreviate. Use full name.)

Date

Washingtion Education Association Political Action Committee (Washingtion09/01/15 10/12/15

2. EXPENDITURES (Include mathematical corrections.)

Date of Report	Vendor's Name or Description of Correction	Amount Reported	Corrected Amount	Difference (+ or -)
09/04/15	STEVEN J THWAITS 3214 NE 97TH ST SEATTLE, WA 98115-2530	15.75	0.00	-15.75
09/04/15	LINDA HOWARD 22215 N HOLCOMB RD MEAD, WA 99021-8751	27.00	0.00	-27.00
09/04/15	NANCY D WESTCOTT 15315 79TH AVE E PUYALLUP, WA 98375-8459	2.25	0.00	-2.25
09/04/15	MICHELLE D BOSKE 8215 21ST AVE NE SEATTLE, WA 98115-4509	6.75	0.00	-6.75
09/04/15	JEROMIE M HEATH 12918 NE 26TH PL BELLEVUE, WA 980051727	13.50	0.00	-13.50
09/04/15	ZEINAB M AHMED 2961 S WILLOW ST SEATTLE, WA 98108-3771	4.50	0.00	-4.50
09/04/15	HEATHER S STREHLO 6614 HIGH POINT DR SW SEATTLE, WA 98126-3286	20.25	0.00	-20.25
09/04/15	TRICIA DIAMOND 3202 NE 75TH ST SEATTLE, WA 98115-4700	2.25	0.00	-2.25
09/04/15	MARIANNA C LEAVER 6505 NE 182ND ST KENMORE, WA 98028-4826	15.75	0.00	-15.75
09/04/15	PAMELA C DOUROS 1133 CALIFORNIA AVE SW SEATTLE, WA 98116-1605	11.25	0.00	-11.25
09/04/15	GRACE R BENNETT 8104 39TH AVE SW SEATTLE, WA 98136-2306	4.50	0.00	-4.50
09/04/15	ANDY K CHAN 20237 1ST PL S DES MOINES, WA 98198-2506	4.50	0.00	-4.50
			ections to expenditures 15 of C4. Show + or (-).	-128.25

SCHEDULE TO C4

10

Candidate or Committee Name (Do not abbreviate. Use full name.)

Date

Washingtion Education Association Political Action Committee (Washingtion09/01/15

10/12/15

2. EXPENDITURES (Include mathematical corrections.)

Date of Report	Vendor's Name or Description of Correction	Amount Reported	Corrected Amount	Difference (+ or -)
09/04/15	CHRISTINA M MASSIMINO 4202 CHILBERG AVE SW SEATTLE, WA 98116-3531	9.00	0.00	-9.00
09/04/15	CASSIE M WIEGAND 13733 GREENWOOD AVE N SEATTLE, WA 98133-6807	4.50	0.00	-4.50
09/04/15	LINDSAY S REMBERT 8218 35TH AVE SW SEATTLE, WA 98126-3453	6.75	0.00	-6.75
09/23/15	AUBURN SCHOOL DISTRICT 915 4th STREET N.E. AUBURN, WA 98002-4452	909.00	0.00	-909.00
		Total corre Enter on line 1	ections to expenditures 15 of C4. Show + or (-).	-929.25

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

EVERGREEN PUBLIC SCHOOLS

AND

EVERGREEN EDUCATION ASSOCIATION

September 1, 2016 – August 31, 2019

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PURPOSE

It is the purpose of this Agreement to prescribe certain rights and obligations of the Evergreen Education Association, the employees in the bargaining unit, and Evergreen Public Schools, and to establish procedures governing the relationships between the Evergreen Public Schools, the Evergreen Education Association, and employees in the Evergreen Education Association bargaining unit in accordance with the provisions of the Educational Employment Relations Act of 1975, 41.59 RCW.

PREAMBLE

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

WITNESSETH:

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

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

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

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

In consideration of the following mutual covenants, it is hereby agreed as follows:

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A. ARTICLE I – ADMINISTRATION

SECTION A – Exclusive Recognition

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

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

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

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

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

DEFINITIONS

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

<u>Employee</u> -- A certificated employee of the District as defined in the Exclusive Recognition provision of this Agreement.

Board's designated negotiators, Board's designated representatives -- Those individuals

who shall actively participate in the collective bargaining process provided for in Washington State law.

<u>Association representatives, consultants</u> -- Those individuals who are brought in by the Association as negotiators or consultants.

Board -- The Board of Directors of the Evergreen Public Schools.

<u>District</u> -- The Evergreen Public Schools. (EPS)

<u>Association</u> -- The Evergreen Education Association. (EEA)

<u>Day</u> --- Day shall mean contracted work days in the official calendar for employees. After June 1, "day" shall consist of all calendar days except holidays so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

SECTION B – Status of the Agreement

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

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

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

SECTION C – Agreement Compliance

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

If any individual employee contract contains any language inconsistent with this

Agreement, this Agreement during its duration shall be controlling.

SECTION D – Working Relationship between Evergreen Education Association (EEA) and Evergreen Pubic Schools (EPS)

The EEA and EPS are committed to continued joint efforts to resolve problems during the term of this collective bargaining agreement.

As organizations and as individuals we expect to:

- Interact with mutual respect, dignity, and common courtesy.
- Appreciate individual difference and cultures.
- Make decisions based on what is best for meeting the needs of all students and adults in the organization.
- Maintain a safe and productive working and learning environment.
- Utilize effective communication processes.
- Commit to planned change.

In support of the above beliefs, we mutually agree to:

- Seek out best knowledge and support continuous learning.
- Support and extend opportunities to collaborate, support, and effectively work as a part of a team.
- Involve members in setting priorities.
- Follow a clearly defined decision-making process and implement the decisions made.
- Provide resources appropriate to achieving goals and outcomes. Respect and use resources appropriately.
- · Periodically review past decisions.

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

The District and the Association shall meet on a monthly basis for the purpose of conducting labor management meetings for problem solving and notification of District and Association business.

Such meetings shall include, for the Association: The Evergreen Education Association President, Executive Board Representatives, and a WEA-Riverside UniServ Director, as appropriate and necessary. And, for the District: representatives from Human Resources and the Instructional Cabinet, as appropriate and necessary.

The District and Association shall periodically invite additional individuals to participate in the labor management meetings to assist with their work.

The site principal/supervisor and head association representative shall meet as needed to attempt to resolve building issues. See form in *Appendix A - EEA Building Rep and EPS Administration Problem Solving Session.*

SECTION E – Conformity to Law

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

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

SECTION F – Distribution of Agreement

The most current edition of the negotiated agreement will be posted on the Evergreen Public Schools internet page which will allow all employees to access the agreement from their school computers. In addition, 300 printed copies will be provided to the Association. Contract revisions will be posted on the internet page and contract revision copies will be made available to bargaining unit employees through the Association.

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

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

SECTION G – Instructional Work Assignment of Employees

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

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

SECTION H – Duration

1. DURATION

This collective bargaining Agreement shall be effective on September 1, 2016 and shall continue in force and effect for 36 months until August 31, 2019.

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

2. RENEGOTIATION:

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

Should the Evergreen Public Schools establish year round schools, the parties agree to reopen negotiations on the items affected in the Agreement.

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

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

ATTEST:

FOR THE ASSOCIATION

ATTEST:

President

FOR THE BOARD

Chief Megatiator

Board Secretary

B. ARTICLE II - BUSINESS

SECTION A – Payroll Deductions

The District shall show on the monthly statement of earnings or pay warrant the record of current deductions for membership dues, representation fees, mutually agreed upon insurance programs as shown in the insurance provisions of this Agreement, and all mandatory deductions as well as mutually agreed upon voluntary deductions.

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

SECTION B – Dues Deductions and Representation fees

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

On or before August 1 of each year, the Association shall give written notice to the Board of: a) the dollar amount of dues of the Association, including the National Education Association, the Washington Education Association, and the local Uniserv Council which are to be deducted in the coming school year under all payroll deductions, b) a prorated hourly dues schedule to be used for dues deductions for less than full-time employees, and c) the name of the designated charitable organization(s). The total for these deductions shall not be subject to change during the school year; however adjustments will be made monthly to reflect dues obligation changes from FTE fluctuations that occur throughout the year.

For continuing employees, the deductions authorized above shall be made in twelve (12) payments from each paycheck beginning with the pay period in September through the pay period in August of each year. Employees hired at the beginning of the school year will not have a dues deduction in September. The yearly obligation for these employees shall be made in eleven (11) payments from each paycheck beginning with the pay period in October though the pay period in August of the first year. Subsequent deductions will be at the continuous employee full year payment schedule. Employees who commence employment after September or terminate employment before June, shall have their deductions prorated at 1/12 of the total annual amount for each month the teacher is employed. Less than full-time employees shall have deducted each month that amount based upon the number of hours worked and shown on the prorated hourly schedule. The Board agrees promptly to remit directly to the Association, or its designee, all monies so deducted, accompanied by a list of employees from whom the deductions have been made. A duplicate list shall be promptly provided the Association as receipt for said transaction. The Board will provide the Association with a copy of the personnel report with each Board packet or with an updated version after each meeting.

The Association and the District mutually agree to reimburse any employee who had dues or representation fees deducted, those sums in excess of the total amount due the Association in the next monthly pay period.

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

1. MEMBERSHIP DEDUCTIONS

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

2. REPRESENTATION FEE DEDUCTIONS

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

3. RELIGIOUS EXEMPTIONS

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

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

In the event that an employee has been determined to have a bona fide religious objection to the payment of a representation fee or agency shop fee, said employee shall pay an amount of money equivalent to regular dues and fees to a designated charitable organization as established by the Association. Within ten (10) days of

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the commencement of employment or determination of bona fide religious objection, whichever occurs later, said employee may sign and the Association shall deliver to the Payroll Office an Assignment of Wages Form which is attached hereto and incorporated in the Agreement as *Appendix C – Assignment of Wages Form*, which shall authorize the deduction of an amount equal to the dues of the Association including the National Education Association and the Washington Education Association and payment in installments as herein above provided, including any deductions made but not previously transmitted to said designated charitable organization. The Board agrees to remit to the Association each month a list of employees on behalf of whom charitable deductions have been made.

4. AGREEMENT TO DEFEND AND INDEMNIFY

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

SECTION C – Association Rights and Privileges

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

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

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

The Association may use District school buildings for meetings and to transact official business on school property at all reasonable times provided that this shall not interfere with nor interrupt normal school operations or other scheduled building activities as

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determined by checking with the principal or designee.

The Association may schedule General Membership Meetings, for the purpose of contract meetings and contract ratification, with assurance the meeting(s) will be on the District master scheduling calendar.

Any officer or authorized representative of the Association, designated by the Association shall have the right to visit District buildings, and individual groups of employees represented by the Association at all reasonable times when employees are not on duty, such as before and after work hours and at lunch time, or by special arrangement through the principal at other times such as preparation time. Upon entering a building, the Association representative(s) shall go to the building office and inform the principal, or designee, or in his/her absence, the building secretary, that they are in the building. All such visits must not interfere with any employee's activities while on duty.

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

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

The District shall provide an electronic data file to the Association of all employees, providing work location, FTE, position, hire date, home mailing address, phone numbers, date of birth, and home email information, to the extent this information is available to the District in its personnel information system. This electronic data file shall be provided to the local Association President upon request.

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

SECTION D – Management Rights and Responsibilities

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

C. ARTICLE III - PERSONNEL

SECTION A – Diversity Hiring

Subject to applicable State and Federal Law, the District will continue to support a goal of recruiting and maintaining a culturally competent and diversified work force.

SECTION B – Individual Rights

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

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

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

The private and personal life of any employee(s) is not within the appropriate concern or attention of the Board.

The District shall treat employees with utmost professional regard, expect civil behavior from all staff, students, parents, and community members and will not tolerate demeaning

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or rude behavior from any member of the learning community.

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

SECTION C – Right to Due Process and Representation

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

Due process consists of the right to be informed of the allegations/complaints against the employee, to present evidence in one's defense, the right to counsel (i.e. union representation), and an assurance the District will insist upon good reasons for denying any right or imposing a disciplinary measure.

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

If a supervisor calls a meeting for the purpose of taking any disciplinary action beyond a verbal warning, the supervisor shall inform the employee of the right to have a representative present.

Supervisors shall annually inform their staffs of the rights to representation, as provided above.

No employee shall be disciplined except in private.

The Board agrees to follow a policy of progressive discipline which minimally shall include a verbal warning, a written reprimand, a suspension with pay, and a suspension without pay and, as a final action, non-renewal or discharge. No employee shall be disciplined by a verbal warning, a written reprimand, or suspension without just cause. These enumerated forms of discipline and any procedural errors only in an evaluation of an employee's performance, shall be subject to the grievance procedure hereafter set forth; provided, however, any employee receiving a notice of probable cause for discharge or adverse effect of contract status pursuant to RCW 28A 405.300 or receiving a notice of probable cause for non-renewal of contract pursuant to RCW 28A 405.210 or pursuant to RCW 28A

405.220 as amended, shall only have the statutory rights set forth in RCW 28A 405.220 and/or RCW 28A 405. 310 as amended, and not the contractual rights specified in this paragraph; provided, however, this paragraph does not apply to the non-renewal of duties of employees covered by a supplemental contract not subject to the continuing contract provisions of 28A RCW, as amended.

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

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

SECTION D – Academic Freedom

The Board hereby respects the professional rights and judgments of the employees covered by this Agreement, including protection from personal attack or violation of the rights of inquiry and academic freedom to teach. The principles of academic freedom shall apply to all bargaining unit members. The professional judgment of employees shall be respected when exercised in accordance with the law, District Policy 2020, 2020P, and the guidelines expressed below:

Academic Freedom in the school is defined as:

- The right to teach and learn about controversial issues which have economic, political, scientific, or social significance, and which are relevant to the District's curricular subject matter for the course or teaching assignment and the levels of ability and maturity of the students.
- The right to use materials which are relevant to the levels of ability and maturity of the students and the purposes of the school system.
- The right to maintain a classroom environment which is conducive to the free exchange and examination of ideas which have economic, political, scientific, or social significance where students are not discouraged from exploring conflicting and divergent viewpoints.
- Students shall have the right to express divergent ideas as long as their expression is within the guidelines of debate and discussion in a normal, organized, purposeful classroom environment.

Any challenged materials shall remain for use in the school pending final resolution of the challenge, except when it is needed by the Instructional Materials Committee for review. Reasonable efforts will be made to meet the IMC's needs in a manner that will have the least impact on the availability of the challenged material. All instructional materials will be selected according to Board Policy 2020 and 2020P. Challenged materials shall be reviewed according to the same policy.

Per WAC 180-44-010 teachers shall be responsible for the evaluation of each pupil's educational growth and development and for the making of periodic reports to parents or guardians and to the designated school administrator. WAC 181-87-050 defined misrepresentation or falsification of evaluations or grading of students an Act of Unprofessional Conduct. No grade shall be changed by an administrator or others without notification to the teacher reporting the grade. Any challenges to the grade assigned by the teacher shall be addressed pursuant to the procedure outlined in EPS board policy 3600P.

Report card comments will be completed. The content of the comments will be determined by the professional judgment of the respective employee.

EEA will be a part of building the Assessment Schedule prior to publication.

SECTION E – Personnel/Medical File

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

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

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

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

confidential credentials in the file shall be provided to the employee.

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

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

Written evaluations of employees made in accordance with the evaluation procedures in this Agreement shall be the only evaluations placed in any employee's personnel file. Any material not shown to an employee by the District within twenty working days knowledge of the occurrence shall not be allowed in any disciplinary action against the employee.

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

- Supervisors and managers may be informed about necessary restrictions on the work or duties of an employee and necessary accommodations.
- First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment or if any specific procedures are needed in the case of fire or other evacuations.
- Government officials investigating compliance with the Americans with Disabilities Act and other Federal and state laws prohibiting discrimination on the basis of disability or handicap should be provided relevant information on request. (Other Federal laws and regulations also may require disclosure of relevant medical information).
- Relevant information may be provided to state workers' compensation offices or "second injury" funds, in accordance with state workers' compensation laws.
- Relevant information may be provided to insurance companies, with the employee's permission, where the company requires a medical examination to provide health or life insurance for employees.

SECTION F – Employee Evaluation and Probationary Procedures

The Evergreen Education Association (EEA) and the Evergreen Public Schools (EPS) shall continue to work collaboratively to implement a four-tiered rating system for evaluating classroom teachers as stipulated in SB 6696 as follows:

Important Dates for Evaluation:

	-
September 15	Final date to notify staff if they are to start the year on a comprehensive evaluation
October 15	Focused evaluation: Last day for evaluator to request meeting if
October 15	
	employee and evaluator cannot agree on focused evaluation criterion
October 15	First day that anyone on a focused evaluation can be moved to a
	comprehensive evaluation as a result of concerns due to job
	performance
November 1	Classroom teachers need to be prepared to confer with their evaluator
	about the Student Growth Goals by this date
December 15	Final date for evaluator to notify employee that they are being moved
	from a focused evaluation to a comprehensive evaluation
January 8	Final date for evaluator to submit to Superintendent intention to place
	a teacher on probationary status
January 15	Final date for Superintendent to formally notify continuing teacher of
	intent to place on sixty school day statutory probation status
March 15	Final date for an evaluator to inform staff of the due date for artifacts
	and evidence
April 15 - May	Due date for artifacts and evidence must be in this window of time.
15	
May 15	Before this date, the evaluator and teacher must meet to discuss the
	final summative evaluation rating if the rating is unsatisfactory or basic
May 15	Probationary period in a given year must be concluded by this date
May 15	Employees must be notified of nonrenewal by this date.
June 1 (prior	In the event that a teacher who received a basic or unsatisfactory
to)	rating disagrees with his/her summative rating, additional informal
,	observation(s) may be requested, and he/she may submit additional
	evidence prior to June 1st
1 Week prior	All satisfactory evaluations to be completed
to last day of	
school	
33,1001	

1. INTRODUCTION AND APPLICABILITY

The purpose of this evaluation procedure shall be to recognize high levels of performance and encourage improvement in specific identifiable areas through constructive and fair assessment of certificated employee competency, strengths, and weaknesses as they relate to the effective operation of the instructional program and provide support for professional growth. The evaluation system will encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluation by recognizing the importance of objective standards and minimizing subjectivity.

All certificated employees shall be evaluated each year strictly in accordance with the procedures and criteria set forth in this article.

Evaluations shall be conducted openly and within the full knowledge of the

certificated employee.

The Comprehensive and Focused Evaluation procedures in this Article apply only to "classroom teachers" as that term is defined by state law. Teacher/Librarians, OT/PTs, SLPs, Special Education Coordinators, Psychologists, Nurses, Counselors/Social Workers, and Instructional Coaches shall use the 4-tiered evaluation created by EEA/EPS joint committees consistent with the comprehensive and focused expectations. These groups will not be evaluated on student growth goals.

2. DEFINITIONS

<u>Formal Observation</u> -- The preconference, actual viewing, and post-conference of/with the certificated employee working in assigned areas during a specific period of time.

"Observe" or "observation" -- means the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional or leadership framework rubrics pursuant to this section.

Observation Report -- A written summary of the situation observed during a formal observation.

<u>Evaluation</u> -- A summary of certificated employee performance.

<u>Evaluation Report</u> -- The document which summarizes employee performance. The evaluation report forms are attached in *Appendix D -Teacher Evaluation Report* and hereby made part of this article.

<u>Evaluation Process</u> -- The process which begins with observations and/or the goalsetting meeting between teacher and evaluator each school year and ends with the placement of the evaluation report in the certificated employee's personnel file.

<u>Current Conditions</u> -- Current conditions are contextual or facilitating factors in that setting and shall be noted on the observation report at the discretion of the evaluator or at the employee's request. Examples of current conditions include (but are not limited to) being a roving or itinerant teacher, proportion of IEP or 504 students, or student transience or turnover.

<u>Teaching Criteria</u> -- One of the eight (8) state defined categories to be scored. The state evaluation criteria are:

- 1. Centering instruction on high expectations for student achievement
- 2. Demonstrating effective teaching practices
- 3. Recognizing individual student learning needs and developing strategies to address those needs

- 4. Providing clear and intentional focus on subject matter content and curriculum
- 5. Fostering and managing a safe, positive learning environment
- Using multiple data elements to modify instruction and improve student learning
- 7. Communicating and collaborating with parents and the school community
- Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning. RCW 28A.405.100(2)(b).

<u>Component</u> -- The sub-section of each criterion as defined by the state evaluation framework.

<u>Evaluator</u> -- A certificated administrator who has been trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements.

<u>Evidence</u> -- Evidence shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric. Evidence collection is a sampling of data to inform the decision about level of performance. It should be gathered from the normal course of employment. Each piece of evidence shall include a description and identification of the rubric alignment.

Not Satisfactory –

Level 1: Unsatisfactory – Receiving a summative score of 1 is not considered satisfactory performance for all certificated employees.

Level 2: Basic – If the certificated employee is on a continuing contract with more than five years of teaching experience and if a summative score of 2 has been received two years in a row or two years within a consecutive three-year period, the certificated employee is not considered performing at a satisfactory level. RCW 28A.405.100(4)(a)(i-ii).

Student Growth -- The change in student achievement between two points in time within the current school year, as determined by the teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures. Student growth data that is relevant to the teacher and subject matter must be a factor in the evaluation process and must be based on multiple measures that can include classroom-based, school-based, district-based, and state-based tools. Student growth data elements may include the teacher's performance as a member of a grade-level, subject matter, or other instructional team within a school when the use of this data is relevant and appropriate. Student growth data elements may also include the teacher's performance as a member of the overall instructional team of a school when use of this data is relevant and

appropriate. As used in this subsection, "student growth" means the change in student achievement between two points in time. RCW 28A.405.100(2)(f).

<u>Instructional Framework</u> -- The adopted evidence-based instructional framework developed by Danielson and approved by OSPI.

Comprehensive Evaluation -- As defined by law, a certificated employee on comprehensive evaluation shall be evaluated using all eight state criteria as well as student growth. RCW 28A.405.100 (12)(a) A comprehensive summative evaluation cycle for those not on probation shall begin with the first contract day and conclude no earlier than May 15th of the school year. This provision shall not be interpreted to prohibit evaluations from being completed prior to May 15.

<u>Focused Evaluation</u> -- As defined by law, a certificated employee on focused evaluation shall be evaluated on one of the eight state criteria. RCW 28A.405.100(12)(c)(i).

3. GENERAL

Within each school the principal or his/her designee, hereinafter called "evaluator(s)," shall be responsible for the evaluation of certificated employees assigned to that school. The administrative organizational plan of the district shall be used to determine lines of responsibility for evaluation of certificated employees assigned to more than one school or for certificated employees not regularly assigned to any school. Principals or other supervisors may designate other supervisory certificated staff to assist in the evaluation process.

Prior to the beginning of the evaluation process, each evaluator shall meet with the certificated employees whom s/he shall evaluate to review and discuss the evaluation procedures and criteria.

4. ASSIGNMENT OF EVALUATORS

All employees shall be notified of their designated evaluator and whether they shall be on the Comprehensive or Focused Evaluation no later than September 15.

An employee assigned to more than one building shall be evaluated by an administrator appointed by the Superintendent or designee. The employee may request a different one of his/her supervising administrator(s) as a second evaluator, but must do so in writing with rationale to the director of personnel no later than October 15. If such a request is denied, a written denial and rationale shall be provided to the employee no later than October 31.

Any employee may choose a different one of his/her supervising administrator(s) as a different evaluator, but must do so in writing with rationale to the Director of Personnel no later than October 15. If such a request is denied, a written denial and rationale shall be provided to the employee no later than October 31. The District may thereupon decide that a) the employee's choice shall become the

primary evaluator, b) the employee will be assigned a second evaluator, or c) the employee will retain the original evaluator.

Pursuant to RCW 28A.405.130, no administrator, principal, or other supervisory personnel may evaluate a teacher without having received training in evaluation procedures. Before evaluating classroom teachers using the evaluation systems required under RCW 28A.405.100, principals and administrators must engage in professional development designed to implement the revised systems and maximize rater agreement.

5. EVALUATIONS

A comprehensive evaluation must be completed at least once every four years, beginning in the 2015-16 school year upon full legal implementation of Washington's teacher evaluation law RCW 28A.405.100. RCW 28A.405.100(12)(a).

A certificated employee may be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the certificated employee or at the direction of the certificated employees' evaluator. RCW 28A.405.100 (12)(c)(iv). The final decision to transfer a certificated employee from focused to comprehensive rests on the evaluator, and must be decided between October 15 and December 15.

The following categories of certificated employees shall receive an annual comprehensive summative evaluation:

- Certificated employees who are provisional employees under RCW 28A.405.220;
- Any certificated employee who received a comprehensive summative evaluation performance rating of level 1 or level 2 in the previous school year. RCW 28A.405.100 (12)(b).

Certificated employees who received a comprehensive summative evaluation performance rating of level 3 or above in the previous school year shall be scheduled for a focused evaluation. RCW 28A.405.100 (12)(c)(i).

The certificated employee and evaluator shall agree upon a method of evidence collection that is sufficient and appropriate. Certificated employees may choose to, but shall not be required to, use a specific platform (i.e. 'eVAL' or 'iObservation') or format (i.e. paper portfolio).

It is agreed that evidence will be collected, submitted, and discussed by the evaluator and the evaluatee throughout the year. The evaluator will inform the evaluatee of the due date for the final submission of all artifacts and evidence by March 15th. The due date must be sometime on or after April 15 and no later than May 15. For those employees who will receive an unsatisfactory or a basic evaluation, the evaluation must be completed by May 15. All other evaluations must be completed one week prior to the last day of school.

If the District requires use of a specific technological platform, training and remote technological access shall be provided.

Student standardized assessments shall not be used punitively in teacher evaluation. Evaluators shall not require the use of any specific assessment for purposes of employee evaluation.

Unsubstantiated allegations shall not be used for evaluation purposes.

If a certificated employee is transferred to another position not under the evaluator's jurisdiction, an evaluation may be requested by the employee, and will be completed prior to such transfer.

If a certificated employee resigns during the school year, an evaluation shall be completed prior to the resignation date.

If the evaluator contemplates recommending that a certificated employee be placed on probation, an evaluation shall be completed on or before January 8.

Each Evaluation Report shall note if there were any constraining or facilitating factors present in the observation setting.

Each Formal Evaluation shall specify the length of times and dates of the formal observations upon which it is based.

A certificated employee who disagrees with the content of his or her Evaluation Report shall have the right to attach thereto his or her own written explanation concerning the area(s) of disagreement.

The final summative evaluation shall be forwarded to the District Personnel Office for filing in the certificated employee's personnel file. No document relating to the evaluation process other than the Evaluation Report and the certificated employee's attached statement of disagreement, if there is one, shall be placed in the certificated employee personnel file. This provision shall not prohibit the District from retaining other evaluation files at the District office or site level.

The use of the formal probationary process will not be a requirement for teachers during their provisional contract years. RCW 28A.405.220

When and if the District provides evaluation documents or materials containing a requested signature and date, the certificated employee shall sign the document(s), indicating receipt. Such signature does not mean the certificated employee agrees with the content contained therein.

6. COMPREHENSIVE EVALUATION

- All provisional certificated employees, anyone on probation, and those with an overall Basic or Unsatisfactory rating shall receive a Comprehensive Evaluation.
- Assesses all 8 evaluation criteria, using all 22 of Danielson's Components.
- All certificated employees shall receive a Comprehensive Evaluation at least once every four years.
- A comprehensive summative evaluation cycle shall begin with the first contract day and conclude no earlier than May 15th of the school year, with the exception being teachers on or entering probationary status.
- Student Growth Rubrics are required for classroom teachers and are embedded in Criterion 3, 6 and 8.
- Must include a minimum of two student growth measures for 3, and 6, which show the growth between two points in time (examples: district-based, school-based, team-based or classroom-based tools).

a. Formal Observations

- Shall include a pre-conference for each observation, two 30 minute observations, and a post conference for each observation. Within 5 days of the observation, the evaluator shall document the results, provide a copy of the notes, and meet with the employee to discuss the observation. Both the evaluator and the evaluatee shall gather supporting evidence.
- Provisional employees must be observed at least thirty (30) minutes during the first ninety (90) days of employment. Provisional employees in the third year of provisional status must be observed at least ninety (90) minutes of time and at least three (3) times during the year. RCW 28A.405.100 (3)(a).
- o Formal observations do not have to occur in the classroom. Department or collegial meetings may be used for a Formal Observation.
- Formal observations will occur no later than ten (10) days after the preobservation meeting.
- Formal observations will not take place on half, early release, or late start days, the day before winter or spring break, and on days of an assembly unless otherwise agreed to by the employee.
- If the evaluator determines the teacher to be below Proficient overall, the evaluator must provide a quantity and quality of evidence sufficient enough to demonstrate the level of performance. At this time, an evaluatee may also submit additional artifacts and request additional informal observation(s) by June 1.
- The evaluator will document all formal observations using agreed-upon forms and provide copies to the employee within three (3) days. WAC 392-191A-130

b. Post-Observation Conference

 The post-observation conference between the evaluator and employee should be held no later than five (5) work days after the formal observation but may be extended upon mutual consent. The purpose of

- the post-observation conference is to review the evaluator's observable evidence related to the scoring criteria during the observation and to discuss their initial performance score.
- Teachers are encouraged to bring additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom.
- The teacher must be given the opportunity to attach written comments to any formal observation.
- If there is an area of concern, the evaluator, in writing, will identify specific concerns for the applicable criteria and provide possible solutions to remedy the concern and support professional growth.

c. Informal Observations

- An informal observation is a documented observation that is not required to be pre-scheduled.
- An evaluator may conduct any number of informal observations.
- Following each observation, or series of observations, which exceeds thirty minutes each in length, the evaluator shall promptly document the results and shall provide the employee with a copy of the observation report within three (3) days of its preparation.
- Any time after an informal observation an employee may request, and shall receive, a post-informal observation conference to discuss the informal observation.

d. Comprehensive Evaluation Scoring

- i. Criterion Performance Scoring Each criterion will be assigned the following numeric values:
 - 1 Unsatisfactory
 - 2 Basic
 - 3 Proficient
 - 4 Distinguished
- ii. Summative Performance Rating -- A certificated employee shall receive a performance rating. The overall summative rating is determined by totaling the eight (8) criterion-level scores as follows:
 - 8-14 Unsatisfactory
 - 15-21 Basic
 - 22-28 Proficient
 - 29-32 Distinguished
- iii. Student Growth Scores -- Classroom teachers on Comprehensive Evaluations only

Embedded in the instructional framework are five (5) components designated as student growth components. These components are

embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:

- 5-12 Low
- 13-17 Average
- 18-20 High

Student growth data will be taken from sources measuring between two points in time during the school year in which the evaluation is being conducted, and must be appropriate and relevant to the teacher's assignment as determined by the teacher in collaboration with the evaluator. It will include teacher initiated formal and/or informal assessments of student progress. Student achievement that is not designed to show growth between two points in time in the same school year shall not be used to calculate a teacher's student growth criterion score. Assessments/data used to demonstrate growth may originate at the classroom level, the grade level, subject matter, or the PLC. An evaluator shall not require school-wide or District-wide test scores when evaluating a classroom teacher.

If a teacher receives a Distinguished summative score and a Low student growth score, they must be automatically moved to the Proficient level for their summative score. If a teacher receives a low student growth score, it will trigger the student growth inquiry plan. The teacher will agree to engage in one of the following, as mutually agreed to by the teacher and the evaluator:

- Compare student growth measure with other evidence (including observation, artifacts, and student evidence) and/or additional levels of student growth based on classroom, school, District, and state-based tools
- Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment
- Work with a mentor teacher
- Additional options, as mutually determined by the teacher and evaluator

7. FOCUSED EVALUATION

- All certificated employees not receiving a Comprehensive Evaluation shall receive a Focused Evaluation.
- All certificated employees who are not Provisional and who completed the Comprehensive Evaluation in the previous year with a Proficient or Distinguished rating shall receive a Focused Evaluation.
- The employee and evaluator will agree on the criterion of focus. If they cannot agree, the criterion selected by the employee is deemed approved unless the evaluator requests a meeting with the employee, human resources, and the

Association by October 15 to determine the appropriate criterion. Teachers on the Focused Evaluation for whom an evaluator has performance concerns, may be moved back to the Comprehensive Evaluation any time after October 15 and prior to December 15. Before such a move occurs, the evaluator and teacher shall meet to discuss this concern. Upon request, an EEA representative may be present at this meeting.

- Assesses ONE of the eight criteria.
- Criterion scores include applicable framework rubrics and Washington state student growth rubrics. If a classroom teacher chooses 1, 2, 4, 5, or 7, he/she must show student growth through the Student Growth Rubric of 3 or 6.
 Classroom teachers on a focused evaluation do not receive an official student growth score and will not be part of a student growth inquiry plan.
- Must include a minimum of two student growth measures for 3, or 6, which show the growth between two points in time (examples: district-based, school-based, team-based, or classroom-based tools).
- Includes a pre-conference for each criterion, which requires an observation (1, 2, 4, 5) two 30 minute observations, and a post conference for each formal observation.
- Within 5 work days of the formal observation, the evaluator shall document the results, provide a copy of the notes, and meet with the employee to discuss the observation.
- Both the evaluator and the evaluatee shall gather supporting evidence.
- A summative score is determined using the most recent comprehensive summative evaluation score. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.
- Reflection of Student Growth Goals (does not apply to non-classroom teachers)
 - a. should be done through your ongoing evidence throughout the year or
 - b. write a concise written summative year end reflection about your student growth

8. <u>SUPPORT FOR UNSATISFACTORY OR BASIC RATING</u>

In order to provide an optimal opportunity for certificated employees to improve their performance, when a certificated employee receives a comprehensive summative rating below Proficient, and has over four (4) years as a continuing educator, the following conditions and provisions shall be granted to the teacher to support their professional development

- The teacher's class size will not be larger than others with similar teaching responsibilities in their building.
- The certificated employee shall be granted two (2) days of leave to observe colleagues' instruction.
- The certificated educator may be granted an additional certificated evaluator if requested.

- The District shall prevent the teacher/certificated employee from being assigned to multiple classrooms/locations more frequently than others with similar teaching responsibilities.
- Certificated employee on probation and a probationary plan of assistance shall have all costs for tuition and/or fees paid by the District for any required attendance/enrollment in college courses, workshops, or seminars.
- Any certificated employee with four or more continuing years as a certificated employee who receives a comprehensive summative score of basic shall be placed on an informal plan of improvement. The evaluator and the employee shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the areas of deficiency. The plan shall be a specific and observable plan designed to assist the certificated employee in improving his/her performance. In connection with the development of such a plan, consideration should be given to utilizing the services of available supervisory resource persons to observe the certificated employee's performance and make recommendations for improvement. If the evaluator and certificated employee are unable to agree upon a mutually acceptable plan, the evaluator shall prepare and deliver an improvement plan to the certificated employee.
- 9. <u>PROBATION</u> RCW 28A.405.100 (4)(a) defines programs of improvement and probationary status.
 - a. Beginning after completion of the 5th year of experience, a certificated employee shall be placed on probation if:
 - i. The certificated employee has received two consecutive summative comprehensive ratings of Basic or two summative comprehensive ratings of Basic in 2 out of 3 years.
 - ii. The certificated employee receives a summative comprehensive rating of Unsatisfactory.
 - b. A certificated employee who is on a probationary plan of improvement must be removed from probation if he/she has demonstrated improvement in the areas prescribed as deficient. The certificated employee must be removed if a certificated teacher with five (5) or fewer years of experience scores at Basic or above and a certificated employee of more than five (5) years scores at Proficient or above RCW 28A.405.100(4)(b).
 - c. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.
 - d. In the event that an evaluator determines that the performance of an employee under his/her supervision merits probation, the evaluator shall report the same in writing to the Superintendent on or before January 8. The report shall include the following:

- The evaluation report prepared pursuant to the provisions of this agreement
- ii. Specific areas of performance deficiencies
- iii. A recommended specific and reasonable program designed to assist the employee in improving his or her performance
- e. If the Superintendent concurs with the administrator's judgment that the performance of the certificated employee is unsatisfactory, the Superintendent shall place the employee in a probationary status for a period of not less than sixty (60) school days any time after October 15 and ending no later than May 15. Before being placed on probation, the employee shall be given notice of action by the Superintendent, no later than January 15, and shall contain the following information:
 - i. As suggested specific and reasonable program for improvement
 - ii. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the certificated employee the opportunity to demonstrate improvement in his/her area or areas of deficiency
- f. Evaluation During the Probationary Period
 - i. By no later than the first week of official probation, 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 a jointly agreed upon observer, the fees and expenses shall be jointly shared.
 - ii. During the probationary period the evaluator shall meet with the probationary employee at least twice a month to supervise and make a written evaluation of the progress, if any, made by the employee.
 - iii. The probationary employee may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation.
- g. 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:
 - That the certificated employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status or
 - ii. That the certificated 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

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

h. Action by the Superintendent

Following a review of the report submitted pursuant to paragraph g above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination pursuant to law. In the event that the Superintendent concurs that the certificated employee has not demonstrated sufficient improvement in the stated areas of deficiency during the probation, the Superintendent shall make a determination of probable cause for the non-renewal of the certificated employee's contract and shall provide written notice thereof to the certificated employee, on or before May 15.

i. Each certificated employee shall have the right to request and the right to have present a representative of his or her choice during all evaluation and probation conferences. The certificated employee shall inform the evaluator in advance whenever such representative will be present.

10. EVALUATION RESULTS

- a. Evaluation results shall be used:
 - i. To acknowledge, recognize, and encourage excellence in professional performance.
 - ii. To document the level of performance by a certificated employee of his/her assigned duties.
 - iii. To identify discrete areas according to the criteria included on the evaluation instrument in which the certificated employee may need improvement.
 - iv. To document performance by a certificated employee judged unsatisfactory based on the evaluation criteria.
- b. Beyond reporting requirements mandated by the Office of Superintendent of Public Instruction, evaluation results shall not be:
 - i. Shared or published with any certificated employee identifying information.
 - ii. Shared or published without notification to the individual and Association.

- iii. Used to determine any type of base or additional compensation.
- iv. Used solely to determine assignment or placement.
- c. Evaluators shall not consider other employees' evaluation scores when evaluating individual scores.
- d. Teachers on Special Assignments (TOSAs) and Academic Coaches do not contribute to the administrator's evaluation of the teacher. They can provide support to teachers related to the eight criteria, instructional framework, and student growth process.

11. NON-RENEWAL FOR PROVISIONAL EMPLOYEES

The probationary procedures in Section 9 do not apply to provisional employees. Before non-renewing a 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 deficiencies. The efforts shall include providing notice to the provisional employee and suggestions for improvement, which may include one or more of the following:

- a. Discussion of performance occurring through the Comprehensive Evaluation Process.
- b. Mentorship
- c. Observation by a second evaluator

Written notice shall be delivered to the certificated employee prior to May 15 or by such other deadline as may be established by law.

12. EXCLUSIONS

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

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

SECTION G – Civil Suits and Personal Property Loss

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

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

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

The use of an employee's personal equipment for instructional purposes must have the prior written approval of the principal or supervisor. This must be renewed annually using *Appendix E – Employee's Personal Inventory Form* in the contract.

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

- There must be proof submitted that the employee either has no insurance or that his
 or her insurance does not cover the damage or loss in question. An employee must
 exhaust his or her own insurance recovery possibilities before being eligible for
 reimbursement under this provision.
- 2. A Notice of Loss and Claim for Reimbursement form, Appendix F, must be filed with the District Personnel Office within twenty (20) days after the damage or loss.
- 3. There shall be no reimbursement for loss of cash.
- 4. Upon District approval of a certified claim, individual losses shall be reimbursed up to a \$300 limit (the usual insurance deductible) based on actual value at the time of the loss as determined by an insurance adjuster (Employee claim for expense DIS 324)

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

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

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

SECTION H - Assignment

The assignment of employees covered by this Agreement shall be in compliance with Washington Law. The District shall not discriminate on any basis prohibited by state or federal law.

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

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

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

The District will schedule the employees who are assigned to more than one school so that the employees will not be required to engage in an unreasonable amount of inter-school travel. Employees will not be assigned to more than three (3) school buildings per day, except by mutual agreement.

Employees will be notified of their assignments and locations in writing by June 1. If the assignment is different from the previous year, the employee may, upon written request, meet with the Superintendent or designee and review the assignment. (Also see Article VIII, Section C Employee Load for other assignment language)

When a middle or high school has additional occasional FTE available, the building shall notify interested staff via email of the available FTE. Interested staff members shall have three days to notify the principal of their interest. Should there be more than one qualified interested staff member, the process for filling vacancies shall be utilized. In the event a qualified staff person in the building is not interested in the available FTE the opening shall be posted through the normal provisions of the contract.

Occasional, additional FTE offerings shall be limited to middle school elective positions up to .2 FTE, a middle school core position up to .26 FTE, or a high school position up to .2 FTE, providing that the FTE of the employee hired does not exceed 1.0 FTE.

SECTION I – Employee Transfer (Voluntary and Involuntary)

1. <u>DEFINITIONS</u>

<u>Vacancy</u> -- A vacancy refers to any newly created position or to any position which becomes vacant due to leave, transfer before August 15, non-renewal, or resignation, and positions created by a new school opening.

Reassignment -- Movement within the building.

<u>Transfer</u> -- Out of building movement.

Building Opening Occurs

For next school year through July 1

Building staff notified of vacancy via email. Vacancy concurrently posted in-District. Building staff will have five working days to notify administrator of

Interested, qualified district employee applies through online process.

Principal may interview and select from the in-district pool.

Vacancy posted externally for a five day period. Previous pool of candidates continue to be considered.

Interviews of a minimum of three qualified in-district applicants.

Position filled with most qualified applicant.

July 1 to August 15

Vacancy posted internally and externally. Specific criteria stated.

Interested, qualified district employee applies through online process.

Interviews of a minimum of three qualified in-district applicants.

Position filled with most qualified applicant.

After August 15 and within the first 3 weeks of school.

The vacancy shall be posted within the building via email, online in-district, as well as out of district.

Interviews of a minimum of three qualified in-district applicants.

Openings occurring in the first three weeks of school will be posted for three days. If a contract is not offered within 5 days, including the three days posted, the position will be filled with a substitute on the sixth day.

Vacancy posted until filled.

2. VACANCIES AND TRANSFERS

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

"One year only" positions filled by a continuing contracted employee shall not jeopardize that employee's continuing contract status.

Prior to declaring a vacancy, in-building staff members shall have an opportunity to request reassignment.

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

Vacancies shall be filled from among qualified personnel who apply.

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

The following procedure shall be followed when an opening exists:

a. <u>In-building/In-district Movement Procedures</u>
Notification of "in-building" openings for the ensuing school year, prior to July 1, shall be made to the affected building staff via the e-mail system. Interested staff will have five (5) working days to notify the administrator of their interest. Concurrently those openings shall be posted in-district for five (5) days, allowing staff district-wide to apply for those openings through the online process. Building staff will have five (5) working days to notify administrator of interest.

When an opening exists in a building, the administrator will begin by first considering reassignment of existing personnel within the building as well as a pool of in-district applicants who have the necessary training and qualifications for the requested position. A principal may interview and select from the in-district pool of applicants. If two or more employees request reassignment for the same position, and their training and qualifications are equal, in-District seniority shall determine which staff member may be reassigned.

The vacancy may be posted externally for a five day period. The previous pool of in-district candidates will continue to be considered. A minimum of three (3) qualified in-district applicants shall be granted an interview. The position shall be filled with the most qualified applicant.

b. Voluntary Transfer Procedures

After in-building reassignments are complete, any resulting opening(s) will be posted within the District and will remain open for a minimum of five (5) working days. Interested in-district personnel, including recognized bargaining unit substitutes, may apply via the on-line district application process. The District may concurrently post and solicit external applicants.

Vacancies occurring between July 1 and August 15 will be posted internally and externally with no required in-building notification.

Qualifications and requirements for openings in the bargaining unit shall be clearly set forth in the job postings. In an effort to fill all positions with the best qualified applicants, the District agrees to fill all positions based on complete consideration of objective factors including but not limited to: education, certification, evaluation results, and professional experience.

A minimum of three (3) in-district applicants who meet the published criteria for the position shall be granted an interview. If there are fewer than three (3) qualified in-district applicants, all will be interviewed.

After the interview process, if two or more in-district applicants are equally the most qualified for the position, seniority in the District shall determine which staff member is transferred. If no employee within the District is considered to be the most qualified for the position, the position may be offered out-of-district.

Any applicant within the District who is interviewed and not selected for the position shall receive the specific reasons for the non-selection. The applicant may request a more detailed conversation with the hiring administrator concerning his/her non-selection.

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

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

3. <u>EMPLOYEE MOVEMENT COMPENSATION</u>

- a. If a certificated employee is asked by an administrator to move rooms, within a building, the following shall apply:
 - i. The District shall provide a substitute to cover the employee's class to allow for the move to occur during the work day, during the school year.
 - ii. If the employee opts to not utilize a substitute, and moves rooms outside of the regular work day or on a non-paid day, he/she shall receive up to seven hours, paid at the substitute rate of pay.
- b. If a certificated employee independently applies for a vacancy and is selected for the position, he/she does not receive payment for the move.
- c. If a certificated employee is required to move buildings due to "unpredictable acts," program relocation, opening of new facilities (for any employee moving to the new facility voluntarily or involuntarily), voluntarily transfers during the school year or is involuntarily transferred at any time the following shall apply:
 - i. The District shall provide a substitute to cover the employee's class to allow for the move to occur during the work day, during the school year.
 - ii. If the employee opts to not utilize the substitute, and moves rooms outside of the regular work day or during a non-paid day, he/she shall receive up to seven hours, paid at the per diem rate of pay.
 - iii. If the employee opts to move rooms during a non-paid day, he/she shall receive up to seven hours, paid at the per diem rate of pay.
 - iv. If the employee has been informed that they will be administratively transferred for the following year he/she shall be treated as an involuntary transfer. Should he/she apply for other jobs in the district, he/she will not be considered as someone who independently applied for vacancies.

4. GROWTH POSITIONS

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

During the fifteen (15) days preceding the school year vacancies shall be posted for five (5) days. During the first three (3) weeks of school, vacancies shall be posted within the building via email, online in-district, as well as out of district for three (3) days.

If a contract is not offered within a five-day period (including the three days the opening is posted) of notification from the principal to the Administrative Services Center that a growth position has been identified, a substitute will be hired on the sixth (6th) day to provide relief until the position can be filled.

5. <u>INVOLUNTARY TRANSFER DUE TO BUILDING OVERSTAFFING</u>

Every effort shall be made to ensure that any vacancy will be filled through voluntary transfer procedures prior to involuntarily transferring an employee. At the secondary level the preference will be to place persons at the same grade level (i.e. senior high at senior high, middle school at middle school) with involuntary transfers

between grade levels only occurring when a grade level involuntary transfer is not possible. At the elementary level teachers will be considered for transfer in the category K-5 or K-8 at employee request.

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

- a. The principal/supervisor will first ask for volunteers to be transferred. The volunteer must qualify for the opening by having subject area preparation or teaching experience in the new assignment and the departure must help solve the over staffing problem.
- b. At the secondary level, if no one volunteers to transfer, the principal/supervisor will transfer, involuntarily, the employee with the least FTE experience with the District who qualifies for the opening available by having subject area preparation or teaching experience in the new assignment, and the departure must help solve the over staffing problem.
- c. Within K-5, if no one volunteers to transfer, the principal/supervisor will transfer, involuntarily, the employee in the proper grade band with the least FTE experience with the District who qualifies for the opening available by having subject area preparation or teaching experience in the new assignment and the departure must help solve the over staffing problem. The proper grade band is defined as currently assigned within one grade of the available opening except that for those teaching K or 5th, it would be within two grades. A person teaching a blended or split class is able to select the option of either being available to transfer one grade level up or down from the current split or blend assignment.
- d. If no one meets the standards for qualifications for involuntary transfer stated in (c) above, then the principal/supervisor will transfer involuntarily the employee with the least FTE experience in the District who has teaching experience in the new assignment or subject area preparation in the new assignment, and the departure will help solve the over staffing problem.
- e. If no one qualifies for transfer according to paragraphs (b) or (c) above then the principal/supervisor will transfer involuntarily the employee with the least FTE experience in the District who through teaching experience or subject area preparation most closely meets the subject area needs of the new assignment.

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

6. INVOLUNTARY REASSIGNMENT

No employees will be involuntarily reassigned for punitive reasons.

If there are assignment options available, the employee will be notified and will be asked to indicate his/her preference of assignment.

An employee shall not be involuntarily transferred/reassigned more than once in three (3) years.

At the elementary level, any employee involuntarily transferred/reassigned to a different grade level shall be granted an allotment of \$250 for the purchase of grade-level appropriate supplies and materials.

7. ADMINISTRATIVE TRANSFER

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

- a. Candidates for administrative transfer will be notified by their immediate supervisor no later than March 15. The principal will complete a form sent to the Personnel Office on each potential transferee, listing the reason(s) for consideration. This information and form shall be shared by the principal with the potential transferee upon request.
- b. The personnel administrator shall be available, prior to March 31, to review with potential transferees possible options for a new location. The potential transferee may indicate grade level, subject area, and site preference by March 31.
- c. On or about April 1, the personnel administrator will contact the principal who will make a final identification of the employee, if any, in her/his building for administrative transfer, based upon the reasons given on the form. The personnel administrator, by May 1, will designate the employees who will actually be transferred and the new assignment will be announced by June 1.
- d. After the personnel administrator designates the employee to be transferred, the employee may appeal the administrative transfer decision to the Superintendent.
- e. The Association shall be notified of the names of the people identified by the District for administrative transfer as soon as that decision is made.
- f. Outside of notice to the Association, the District shall not disclose the names of employees administratively transferred to any but the affected administrators, who shall also keep the information confidential.

Requirements for administrative transfer are:

- a. Employees must have been in the current building at least five years and must not have been administratively transferred more than once during their professional careers with the District.
- b. No more than one person from a building may be administratively transferred

each school year.

- c. Unless the employee agrees otherwise, the employee must be transferred to a similar position. Positions shall be considered similar so long as they are on the same school grade level (i.e., K-2, 3-4, 4-5, 6-8, 9-12).
- d. An employee is qualified if he/she holds the proper certificate and/or endorsement. In the case of standard certificates, the transfer must be to a position where the majority of the day is in a subject matter the employee has taught for no less than 50 percent of the teaching periods during the past five years, or the employee agrees otherwise.
- e. An employee with an unsatisfactory evaluation or an employee on probation may not be administratively transferred.
- f. Administrative transfer may not be used to create a position in a particular school for the purpose of opening a teaching assignment for a coach, nor for the purpose of placing the transferred employee in a building so that he/she can coach there.
- g. Administrative transfer will be rescinded if, prior to notification of transfer, an employee gives the District a pre-dated letter of resignation to be effective within the next 18 calendar months.

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

SECTION J – Individual Employee Contracts

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

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

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

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

- 1. A letter of resignation must be submitted to the Superintendent's Office.
- 2. A release from contract, prior to July 1, shall be granted provided a letter of resignation is submitted to the Superintendent's office.
- 3. A release from contract shall be granted after July 1 provided that a satisfactory replacement can be obtained. A release from contract may be granted after this date, on a case-by-case basis, based upon extenuating circumstances.
- 4. A release from contract shall be granted in case of illness or other personal matters which make it impossible for the employee to continue in the District.
- The District shall provide the Association by September 15 a listing of all one-year only contracts and the number of staff on leave categorized by assignment. Monthly updates will be available.

SECTION K – Supplemental Contracts

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

There shall be two rates of pay, per diem and professional rate.

Teacher, preparation, and planning duties shall be paid at per diem rate.

Curriculum development, non-mandatory professional development, and extra non-instructional duties shall be paid at the professional rate.

Prior to determining the rate of pay for a new duty, the Association and the District shall mutually agree to the appropriate rate of pay.

The professional rate of pay shall be \$37 per hour enhanced annually by COA when funded by the state. This rate replaces the "curriculum rate" previously provided for under this agreement.

Any training or planning opportunities that shall be offered to employees during the summer months shall be shared with all employees by internal electronic notice by June

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10 each year.

Summer school, Kindergarten Jump Start, or school sponsored camps shall be paid at the individual employee per diem rate for teacher, pre-authorized preparation, and planning hours.

Opportunities for summer work must be shared with all employees by internal electronic notice to provide access to interested employees. Supplemental work will be offered as one year supplemental contract assignments, and will be granted by the respective Administrator based on qualifications and needs of the individual assignment.

For any voluntary professional development opportunity the District elects to offer, any compensation to encourage employee attendance shall be paid at the professional rate of pay.

For any designated professional development opportunities for which employees shall be held accountable for the content and knowledge, the District shall offer such training during the workday. A substitute shall be provided. The District may opt to offer the same professional development opportunity outside of the workday. In this instance, attendance is voluntary, and shall be paid at the professional rate of pay.

Any employee having completed fifteen (15) years of work in the District will, upon written request made by October 15 of each year, be issued a supplemental contract for up to ten (10) days (the total days available will be prorated to your FTE) at his/her per diem rate for curriculum work or other projects offered by the District during the school year, September 1 through August 31. No more than two such supplemental contracts will be issued during the employee's career with the District. The total dollars expended for such supplemental contracts will be \$120,000 for each school year of this Agreement. Should the total value of the requested supplemental contracts for either year exceed the available funds, then all of these supplemental contracts would be reduced proportionately in length to the degree necessary to utilize fully, but not exceed, the available amount.

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

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

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

- 3. The principal or other building administrator will consult with all in-building teachers who indicated an interest in the assignment. This will generally be a brief conversation, during which candidates will be asked their plans for the program if they were hired for the activity. Teachers may be asked to submit information about qualifications for the particular assignment in writing at the time the notice of interest is submitted.
- 4. If the principal/administrator in charge of filling the co-curricular activity position decides to select one of the in-building candidates, the candidates will be so notified, and no further steps need to be taken.
- 5. If the principal/administrator decides either to a) not select an in-building candidate(s) or b) look outside the building, but still keep the best in-building person under consideration, the principal will notify the in-building teacher(s).
- 6. If no in-building teacher is selected, the principal/administrator will notify the personnel office and the position is posted a minimum of five (5) calendar days in all the other buildings, and also advertised outside the District, if the administration desires. Candidates are considered and an outside candidate may be selected.
- 7. After either step 5 or 6 is completed, in-building candidates for the extra-curricular position may request to know reason(s) why they were not selected and will be told orally the reasons. In-building teachers, upon request, will be provided reasons in writing for not being selected.
- 8. This process does not need to be used if the administrator intends to continue a person who has held a specific assignment in the building in the previous year; the administrator in charge can elect, but is not required, to continue a person in the assignment during a subsequent year without going through any part of this procedure.

SECTION L – Work Day

The length of the employee working day shall not exceed 7½ hours, including lunch. Certificated middle and high school staff shall have 30 minutes before and 30 minutes after school for the benefit of students and parents (WAC time). Certificated Elementary staff shall have 40 minutes before and 20 minutes after school for the benefit of students

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and parents (WAC time).

Early Elementary School doors are to be open at 8:30 am and school begins at 8:40 am. Late Elementary School doors are to be open at 9:10 am and school begins at 9:20 am. Middle school doors are to be open at 7:55 am and school begins at 8:05 am. High school doors are to be open at 8:30 am and school begins at 8:40 am.

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

No more than one (1) staff meeting per building shall occur in December.

In recognition of faculty meetings, committee meetings, and other work that staff perform outside of the work day, staff will be dismissed on the last work day of each school week after the safe departure of students. In a normal work week, meetings shall not be scheduled on the last day of the week at the end of the work day. In the rare exception an IEP or emergency student meeting must occur, the impacted employees may submit a Form A for the time, paid at per diem, or may make arrangements to leave early on another day in recognition of the additional work time.

Each employee shall receive one-half (½) hour of continuous duty-free lunch time during the school day as provided in Washington Law.

During the typical work day, there shall be a 15-minute morning break and a 15-minute afternoon break for all elementary classroom teachers. Equivalent time for specialists and itinerants will be scheduled, as breaks between classes, exclusive of travel time.

Employees required to attend more than two BAT team meetings per week may submit for payment, up to 18 hours per year, on a Form A at per diem.

On an annual basis during the schedule-building process and before June 10th, each elementary grade level team (K-5) may request, via email to the Association and the District, if they would like to vary the break schedule for the following year by combining one of the two 15-minute breaks with the lunch period.

SECTION M – Payment Provisions and Contract Changes

1. PAYMENT PROVISIONS

a. Employees employed for the full school contract year shall be paid one-twelfth (1/12) of the annual salary of the employee shown on the Certificated Employee Contract he or she has signed on the last working day of September and of each succeeding month. Employees contracted for less than a full year shall be paid pro-rata, for the remaining months of that year. Salary warrants shall be issued on the last District business day of each month. If the regularly scheduled payment day occurs when employees are not on duty, during winter, spring or summer vacation,

salary warrants will be available to be picked up at the Payroll Office on the last District business day of the month.

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

2. CONTRACT CHANGES

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

be counted for salary purposes until the following year.

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

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

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

SECTION N – Part-Time Employees

All part-time employees will receive, proportionate to their FTE: salary, per diem, and all leaves with/without pay. Those employees who are requested to work, attend staff meetings, or attend in-services (State or District) beyond their FTE will be paid at their per diem rate. Certificated employees shall be provided with a contiguous schedule consistent with their FTE.

If the District offers full-time teachers professional development held during the regular work day, part-time teachers who do not normally work during the hours when the professional development is offered, and who would qualify to attend the professional development if working full-time, shall be permitted to attend and be paid at per diem.

If a part-time teacher is approved to attend trainings outside the regular work day, the teacher shall also receive pay on the same basis as full time teachers approved to attend the training. For job shares each employee who opts to attend will receive a pro rata share of the payment for the professional development.

1. RETURN TO FULL POSITION FROM LESS THAN FULL TIME

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

2. PART-TIME TO FULL-TIME

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

3. JOB SHARING

- a. For the purpose of this Agreement, job sharing shall mean the occupation of a single staff position by two (2) individuals, with each assignment being half-time.
- b. The District may grant requests to job share. The District shall establish the daily work schedule for the job-sharing team.
- c. The District may terminate job-sharing arrangements at any time after completion of each year, in which case each of the job-sharing employees who formerly was a full-time employee for the District shall be placed in a full-time position similar to the position last held before job-sharing, if such a position is available. If such a position is unavailable due to staff reduction, the employee shall be placed on the seniority list. After the termination of a job-sharing arrangement, a teacher who was initially hired as a job-sharing teacher shall have further employment rights as determined by Subsection 2 of this Section.
- d. At the end of the first or second year of job sharing, a job-sharing employee who formerly was a full-time employee may choose to return to a full-time position similar to the position last held before job sharing, if such a position is available. If such a position is unavailable due to staff reduction, the employee shall be placed on the seniority list. At the end of the second year of job sharing, if the job-sharing team requests and is approved to continue job sharing, the right to employment in subsequent years for each employee is a right to a half-time position with the District. However, they may request to return to full-time status, as provided in Subsections 1 and 2 above.
- e. Shared-time positions will be compensated as follows:
 - Teaching salary will be pro-rated. Job-sharing teachers shall advance one experience step on the salary schedule for each two years of half-time teaching.
 - ii. Seniority will accrue on the basis of two years of half-time work equaling one year of full-time work.
 - iii. Sick and personal leave will be pro-rated to the FTE of the employee.
 - iv. Entitlement to insurance shall be according to Article IV Section F.

D. ARTICLE IV - SALARY SCHEDULES AND BENEFITS

EVERGREEN SCHOOL DISTRICT NO. 114 2016-2017 **TEACHER'S SALARY SCHEDULE**

Schedule D (Column BA+135 = Grandfathered column only. NO salary placement available.)

Years of Service	1	2	3	4	5	6	7	8	9
OCI VIOC	BA+0	BA+15	BA+30	BA+45	BA+90	BA+135	MA+0	MA+45	MA+90 or PhD
0	35700	36664	37663	38665	41877	43946	42801	46014	48085
1	36181	37158	38170	39215	42461	44519	43277	46523	48580
2	36638	37625	38648	39774	43011	45090	43756	46993	49073
3	37110	38107	39140	40302	43533	45662	44210	47439	49569
4	37573	38613	39653	40855	44104	46250	44686	47936	50082
5	38051	39096	40146	41415	44652	46841	45170	48409	50597
6	38542	39565	40650	41982	45204	47404	45666	48888	51087
7	39405	40443	41543	42947	46218	48478	46595	49863	52125
8	40669	41763	42889	44410	47724	50068	48056	51371	53714
9	40669	43131	44313	45888	49280	51703	49533	52926	55350
10	40669	43131	45752	47442	50879	53383	51088	54526	57029
11	40669	43131	45752	49041	52553	55107	52687	56200	58753
12	40669	43131	45752	50590	54272	56903	54350	57918	60550
13	40669	43131	45752	50590	56033	58742	56070	59679	62388
14	40669	43131	45752	50590	57803	60651	57842	61565	64297
15	40669	43131	45752	50590	59307	62229	59345	63165	65969
16 +	40669	43131	45752	50590	60493	63472	60532	64429	67288

Article IV - Salary Schedules and Benefits

SECTION A – Salary Placement

The following information is being provided to explain your salary placement on the state LEAP salary schedule.

Placement Tracker means Lane/Step/Credits:

Lane = Highest Degree Reportable

Step = This indicates the years of experience that are reportable to the

state for salary purposes. Partial years of accumulated experience

were rolled to the next whole number.

EX: 4.5 = 5.0 EX: 4.4 = 4.0.

Credits = This is based on the number of total academic credits and in-

service credits that are reportable to the state for salary purposes.

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

- 2. The parties intend to comply with the limitations imposed by State law and to pass through to employees in the bargaining unit the full salary amount they are entitled to under State law. No provision of the Agreement shall be interpreted or applied so as to place the District in breach of the salary limitations imposed by State law, including RCW 28A.400.200 and the State Budget. Salary compliance reporting to the State shall be based on a 180 day contract, plus any learning Improvement Days provided by the state excluding any supplemental and/or extended day contracts.
- 3. October 15 will be the deadline each year for employees to submit documentation of additional experience and educational credit. Any increments earned will apply to the entire contract year and shall be paid no later than the November 30 pay day.
- 4. The District shall, in a timely manner, provide the Association with copies of all information as to salary and benefit data developed for compliance purposes. The parties shall meet to rectify any errors, omissions, or problems identified, consistent with item 2 above.
- 5. All employees who are required within the scope of their employment to travel during their work day shall receive mileage compensation at the IRS approved rate in effect on September 1, of the then current school year.

SECTION B – Unemployment Compensation

The District shall provide for processing of unemployment compensation for eligible former employees in accordance with special federal legislation. The District will provide for unemployment compensation for employees if mandated by law and funded by special or regular funding from the State and Federal Government.

SECTION C - Co-curricular Activities and Pay Schedule

2016-2017 SECTION C CO-CURRICULAR ACTIVITIES AND PAY SCHEDULE

Co-Curricular salaries will be increased by the same percentage, if any, as that generally applicable to the state salary schedule.

The following stinends only apply when the duties are not a part of the employee's ETE.

The following stipends only apply when the dution	es are n	ot a part	of the emp	loyee's FTE.
SENIOR HIGH SCHOOL ACTIVITIE	S			
Drama Director	C873	Head	\$6,233	
Drama Director with Musical		Head	\$7,233	
Orchestra/Strings Director	C843		\$1,000	(per Orchestra)
Choir Director	C863	Head	\$6,233	
Choir Assistant Director	C863	Asst.	\$2,177	(may be used for accompanist if no assistant)
Chamber/Jazz Choir "B" Director		Head	\$2,328	
Band Director	C843	Head	\$5,633	(2 positions per school)
Jazz Band "B" Director		Head	\$2,328	
HeLa Band Director		Head	\$2,177	
HeLa Choir Director		Head	\$2,177	
Arts Allocation		Head	\$7,560	(shall be allocated to each high school to be divided as follows: *\$4,560 Drama (Musicals not required), \$1,000 Band, \$1,000 Choir, \$1,000 Orchestra)
Yearbook	C833	Head	\$3,500	
Youth & Government or We The People	C763	Head	\$3,154	
Newspaper/Video News	C943	Head	\$3,154	
Foreign Exchange Coordinator	C733	Head	\$1,277	
Science Olympiad	C743	Head	\$1,577	
Robotics		Head	\$1,577	
MESA		Head	\$1,577	
MIDDLE SCHOOL ACTIVITIES				
Drama Director	C873	Head	\$1,577	(per after school show, max 2 per year)
Drama Director (as part of class)		Head	\$775	(per after school show, max 2 per year)
Orchestra/Strings Director	C843	Head	\$2,500	
Chamber Orchestra "A" Director		Head	\$1,952	(3 days per week)
Chamber Orchestra "B" Director		Head	\$1,502	(2 days per week)
Choir Director	C863	Head	\$2,500	
Chamber/Jazz Choir "A" Director		Head	\$1,952	(3 days per week)
Chamber/Jazz Choir "B" Director		Head	\$1,502	(2 days per week)
Band Director	C843	Head	\$2,500	(2 positions per school)
Jazz Band "A" Director	C843	Head	\$1,952	(3 days per week)
Jazz Band "B" Director	C843	Head	\$1,502	(2 days per week)
Yearbook	C833	Head	\$1,500	
Science Olympiad		Head	\$1,577	
Robotics		Head	\$1,577	
MESA		Head	\$1,577	
ELEMENTARY SCHOOL ACTIVITI	ES		. ,	
Choir Director	C863	Head	\$1,577	
Orchestra/Strings Director		Head		(per event, max 3 per year)
General Music Evening Concerts		Head		(per event, max 3 per year)
Band Evening Concerts		Head		(per event, max 3 per year)
Any certificated staff planning to work we prior to working with their respective students.	idents.	The S	upervisor	e summer months must notify their Supervisor at the time will confirm in writing the District's

intention to offer a Supplemental Contract to the certificated staff for the subsequent associate season.

Any teacher planning to work with their activity over the summer months must notify their Supervisor prior to working with their respective students. The Supervisor will confirm in writing the District's

Article IV – Salary Schedules and Benefits

intention to offer a supplemental contract to the teacher for the subsequent associate season.

SECTION D – Extended Contracts

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

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

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

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

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

The District shall provide a supplemental contract of seven (7) days to all full-time middle school counselors and eight (8) days to all full time high school counselors in 2016-2017. Beginning with the 2017-2018 school year, and thereafter, the District shall provide twelve (12) days per diem to all full time high school counselors and ten (10) days per diem to all full time middle school counselors.

The District shall provide a supplemental contract of 0.2 FTE per diem for all HS Special Education Coordinators.

SECTION E – Salary Credit for Military Service

Intervening military service credit of up to two (2) years will be given to employees returning from Military Leave of Absence provided the maximum two (2) years of experience credit for Military Leave has not already been granted and provided application to return to service with the District is in conformity with the provisions of RCW 73.16.033 and 73.16.035 receiving such credit only if hired prior to September 1, 1989.

All veterans whose school employment is disrupted by service in the armed forces shall receive salary and seniority credit for such service in accordance with Washington law.

SECTION F – Insurance

Eligible Employees may select from the approved insurance plans for themselves, their Article IV - pg. 53

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family, and/or domestic partner, as provided by the collective bargaining agreement for certificated employees.

A domestic partner is a partner who resides with, but is not married to, the employee. The partners must share a regular residence, have a close personal relationship in lieu of lawful marriage, be jointly responsible for basic living expenses, not be married to each other or anyone else, and not be related by blood as close as would bar marriage.

The parties intend to comply with the limitations imposed by law. No provision of this section shall be interpreted or applied so as to put the District in breach of the limitations imposed by state regulations.

- 1. The following are the approved insurance plans towards which District funds may be spent: Washington Dental with Orthodontia Service, Kaiser Dental, Willamette Dental, Premera Blue Cross of Washington, Providence Good Health Plan, Providence Vision, Kaiser, Standard Life Insurance (\$50,000), Colonial Bridge Policies, and Standard Insurance Long-Term Disability (LTD) Plan.
- 2. All contracted employees must enroll in the following insurance plans: Washington Dental with Orthodontia, Kaiser Dental, or Willamette Dental with Orthodontia; Standard Life (\$50,000); and Standard Insurance Long-Term Disability (LTD). In addition, all subscribers must enroll in the Providence vision insurance unless your medical plan includes a vision benefit.
- 3. Effective September 2016, all employees shall receive insurance benefits in proration to their FTE.
- 4. The District will contribute for insurance premiums an amount calculated by multiplying the FTE number of employees in the Bargaining Unit, excluding substitutes, times \$780 per month per FTE employee for the months September through August. The District will project in November, February, and June what portion of the total contribution may be uncommitted at the end of the school year, and revise the amount to insure that all available dollars are used. A review of the district contribution will be made at year end with a revision made by adjusting the contribution for the next year.
- 5. In the event that the state changes the state-funded allocation from \$780 per month, the District agrees to change its contribution to the maximum amount funded. The District will pay to the State the monthly FTE insurance "retiree obligation".
- 6. In 2016-2017 the District shall contribute \$300,000 to the insurance pool from the general fund.
- 7. In 2017-2018 the District shall contribute \$400,000 to the insurance pool from the general fund.
- 8. In 2018-2019 the District shall contribute \$400,000 to the insurance pool from the

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general fund and \$5 per month per employee to a VEBA account (a tax-free health reimbursement account.)

- 9. The District will provide pre-tax withdrawal options for interested employees.
- 10. WEA Accident Insurance, supplemental voluntary term life insurance, and short-term salary insurance are optional programs available to employees at their discretion. Payment of these programs shall be at the employee's expense.
- 11. Upon request, the District will provide a current copy of the computer printout listing employees in the bargaining unit, their insurance coverage, and the amount of premiums paid by the District and the employees.
- 12. Any Section 125 program established by Board Policy and offered to employees shall be available to Bargaining Unit employees.

SECTION G – Extra Duties / Leadership

There are regular responsibilities, projects, or tasks supervisors/administrators have designated to be accomplished in their respective buildings outside of the normal duties expected by certificated or for duties during a paid in-service day. In order to efficiently complete this work a supervisor/administrator may offer a certificated employee an identified number of hours of work to be completed, shall be paid at the professional rate, and submitted on a Form A or a supplemental contract to payroll for payment.

Responsibilities, projects, or tasks are offered on an as-needed basis and offered by the supervisor/administrator prior to the beginning of the work with the number of predetermined hours. Work done without prior approval by the supervisor/administrator will not be paid. The certificated employee(s) identified to assume said work have no entitlement for regular receipt of said assignment of duties. If a supervisor/administrator has requested a certificated employee complete such duties, he/she is only required to accept said duties at his/her agreement.

Responsibilities, projects, or tasks may include, but are not limited to:

- Tasks that were typically done by department leaders
- Selection and ordering of materials, equipment, and supplies
- Inventory and organizing of materials, equipment, and supplies
- Inventory and ordering of books (excluding library circulation materials)
- Coordination of testing processes and materials
- Coordination of curriculum materials for grade and/or subject level teams
- Preparation and delivering site level in-service offerings
- Serving on the building level team, beyond the one building committee
- Selection and ordering of grade and/or subject level books and materials
- Coordination of a site level activity or school wide 1-time project
- Organization and submission of materials for respective grade and/or subject level to administrator(s)

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 Solicitation of grade and/or subject level classroom scheduling and/or assignment preferences to administrator(s)

ELEMENTARY/SPECIALIST

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

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

SECTION H – Employee Assistance Program

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

Solutions Employee Assistance Program 3400 Main Street - Third Floor Vancouver, WA 98663 (360) 696-5092 V/TTY or 1-800-232-2475 solutions@swmedicalcenter.org

E. ARTICLE V - LEAVE PROCEDURES

SECTION A – Leaves for Sickness, Emergency, and Injury

1. SICK AND EMERGENCY LEAVE

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

The employer shall allow an employee to use any or all of the employee's choice of sick leave or other paid time off to care for: a) a child of the employee with a health condition that requires treatment or supervision; or b) a spouse, parent, parent-in-law, domestic partner, grandparent of the employee, or anyone who is living with or considered part of the family who has a serious health condition or an emergency condition.

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

When an employee will be absent from work, she/he shall give notification to the AESOP system 90 minutes prior to the work day. Notification to the building principal/secretary is not necessary if notification is made through the AESOP system. If the absence may be for consecutive days, the District shall be notified of the probable date of return.

Each employee's portion of unused sick or emergency leave allowance shall accumulate from year to year as provided in RCW 28A.400.300, as amended. In January of the year following any year in which a minimum of sixty days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused sick leave accumulated in the previous year at a rate equal to one day's pay of the employee for each four full days of accrued leave for sick leave in excess of sixty days. Sick leave for which compensation has been received shall be deducted from accrued sick leave at the rate of four days for every one day's pay.

At the time of separation from the District due to retirement under the rules governing Plans 1, 2, and 3, or death, or severing employment at a minimum age of 55 under the rules of Plan 2 with a minimum of 15 years of experience or under the rules of Plan 3 with a minimum of 10 years of experience, an eligible

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

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

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

2. HEALTH LEAVE

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

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

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

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

3. FAMILY MEDICAL LEAVE ACT

Employees shall receive leave pursuant to the Family Medical Leave Act.

SECTION B – Temporary Leaves of Absence for Reasons other than Illness

An employee who anticipates the necessity for taking a Temporary Leave of Absence shall make proper application and notify the building principal or supervisor at least twenty-four (24) hours before taking the temporary leave. When it is not possible to give twenty-four (24) hours advance notice, the employee will make proper application and notify the building principal or supervisor as early as possible before taking temporary leave. Employees shall be granted the following kinds of Temporary Leaves of Absence with full pay during the school year as noted and the employee shall pay for substitutes as noted. All leaves granted under these provisions will be in units of full or half days.

1. BEREAVEMENT LEAVE

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

2. PERSONAL LEAVE

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

The equivalent of one day of unused personal leave (based on the contracted FTE for the current year) may be rolled over to the next year. An employee may accumulate a maximum of five (5) days of personal leave to be used in one school year. Any unused personal days will be paid as follows in the August paycheck:

Four (4) days = 2.5 days x daily sub rate of pay.

Three (3) days = $2.0 \times \text{ ally sub rate of pay.}$

Two (2) days = one day of pay at the substitute rate.

Application for cash out of accumulated days shall be submitted to the District Payroll Office by the last work day in June.

3. PARENTAL LEAVE/ADOPTION LEAVE

Two (2) days of leave at full pay and up to ten (10) days of paid sick leave shall be allowed either parent or both to be utilized for the birth or adoption of a child

under the same conditions which qualify for unpaid leave under the state and federal Family Medical Leave Act (FMLA).

In addition, you may be eligible to use accumulated sick or emergency leave. Please contact the Human Resources department.

4. RELIGIOUS LEAVE

Employees shall be granted one (1) day of religious leave per year with no loss of pay upon 72 hours of notice to the building supervisor.

5. <u>JURY DUTY LEAVE</u>

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

In cases where the employee is required to serve, this will be compensated leave and per WAC 357-31-315 the employee is allowed to keep any compensation they receive for serving as a member of a jury.

When an employee serves on jury duty he/she will record the leave on a leave form.

6. SUBPOENA LEAVE

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

This shall only apply when the employee is named as a plaintiff, witness, or defendant for events or actions arising out of the exercise of his or her duties for the District or when the employee is subpoenaed as a disinterested witness in a legal matter in which neither the employee, nor the Association, nor any member of the employee's family is a party or has any interest in the outcome. In other situations where the employee is under subpoena, sick/emergency leave or personal leave may be used.

7. SELF-FUNDED LEAVE OF ABSENCE

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

Once an employee elects to participate in a deferred compensation plan, he/she will not have access to the deferred compensation until the designated pay out

time, whether or not a leave is granted. The deferred compensation will be treated and reported as compensation at the time it is received, not at the time it is deferred. If an employee takes a leave for educational purposes, the time shall, at the employee's option, be reported as retirement service credit.

The employee may maintain group insurance coverage during this leave by participating in the COBRA option.

SECTION C – Military Leave

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

Upon return from leave, the employee shall be placed in the same position. Accumulated benefits shall be retained by the employee on Military Leave.

SECTION D – Attendance at Professional Education Meetings and Conferences

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

- Requests for leave to attend out-of-state meetings and conferences require
 Board approval and shall be submitted in writing to the Personnel Office and
 Superintendent a minimum of ten (10) working days prior to the date of the
 regular Board meeting which immediately precedes the date the leave is to take
 effect.
- 2. All employees shall be provided written notice of opportunities to attend professional education meetings and conferences.
- 3. The purpose of the leave must be clearly stated in the request with sufficient detail to identify the objectives and expected outcomes from the leave.
- 4. Expenses of the request shall be described and, if approved, must fall within location budget allocations of the District.
- 5. Recommendations regarding requests for leave shall be made by the appropriate Cabinet level administrator and referred to the Personnel Office for processing in adequate time for the Board approval as required. The building principal or appropriate supervisor shall notify the employee of the approval or disapproval of the leave.
- 6. Employees who believe they have not been given equitable access to professional development opportunities or who believe they have been

unreasonably denied permission to attend other professional development opportunities instead of planned building or district in-service may appeal to the administrator for elementary or secondary instruction, after first meeting with the immediate supervisor to discuss the matter. The administrator for elementary or secondary instruction will keep a record of such meetings and the result of the meetings, which shall be available to the Association upon request.

SECTION E – General Leave of Absence

Leaves of absence up to one (1) year without pay will be granted to employees for purposes such as study, travel, teacher exchange programs, public service, child care, caregiving in the event of layoff, or a combination of these.

Leave will not generally be granted for outside employment, except that leave may be granted for foreign certificated positions, or to positions which the District deems to be of professional growth value to the employee. Employees on leave of absence may substitute for the District or for other school districts as long as the primary purpose of leave is not for the purpose of substitute teaching.

- 1. All requests for General Leave must be made before March 15 of the year prior to the requested leave and are subject to approval by the Board of Directors, so as to assist in providing assignments by June 1. If March 15 falls on a non-work day, the request must be submitted on the last work day preceding March 15. Later requests will be considered but may not be granted if a certificated replacement cannot be found.
- 2. Evergreen Public Schools is not obligated to grant everyone a leave of absence who requests it. In the event of a layoff, where the District could avoid layoff of a teacher by granting a Leave of Absence, the District will grant Leave of Absence requests to teach in another school district.
- 3. Each request for a leave of absence will be judged on its own merits.
- 4. The employee granted a leave of absence for a one-year period must confirm intention to return from leave with the District Personnel Office by March 15 of the year prior to that school year.
- Upon return from approved leave, the employee shall be placed in the position last held or in a similar position if such a position is available. If a position is unavailable due to reduction-in-force the employee shall be placed on the seniority list.
- 6. Any employee who is returning from a one-year leave shall first be returned to his/her building and grade level assignment prior to any staffing adjustment that may be required for the ensuing school year.
- 7. The employee granted a year's leave of absence shall, upon return, be placed on

the appropriate step of the salary schedule.

8. Upon request by the employee before March 15 of the leave year, the General Leave of Absence may be renewed for up to one (1) additional year.

SECTION F – Association Release

1. PRESIDENT RELEASE

In the event that the Association President is unable to fulfill his/her duties, the District shall return the President to District employment status. Per Association directive, the District shall release the Association Vice President for the remainder of that term.

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

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

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

- a. Notification, in writing to the Superintendent or designee, of intent to attend inservice training scheduled or approved by the District is given at least one week in advance of the in-service activity.
- b. The in-service training is applicable to the president's previous or future work assignments within the District, as designated by the Superintendent or designee.

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

The request for released time must be made in writing to the Superintendent or

designee a minimum of two (2) months prior to the beginning day of the school year or when the released time is to start.

2. GENERAL ASSOCIATION RELEASE

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

- a. The released days shall be with the Association representative receiving full pay and the Association paying for all costs for the substitute.
- b. Association released days, for the purpose of collective bargaining with the District, which are mutually scheduled to occur jointly during the work day, shall be paid by the District.
- c. The request must be in writing to the principal or supervisor and the Personnel Office a minimum of four (4) school days in advance, unless this is not feasible, in which case it shall not be less than one (1) day in advance.
- d. The purpose for the leave shall be clearly stated.
- e. The leave shall not be granted if the principal and employee agree that the leave will be detrimental to the educational program or the individual's responsibilities. The Association agrees to make a concerted effort to assure that leaves are given to a number of members so that a single member is not required to be out of the classroom an inordinate amount of time.
- f. Association leave per year shall not exceed 0.1 percent of the computed total number of days generated by the total number of bargaining unit employees, as of May 1 of the previous year. If this limit appears likely to be exceeded, the president of the Association shall inform the Superintendent in a timely manner.
- g. The District agrees that there shall be no court or PERC challenges to this provision during the term of the Collective Bargaining Agreement.

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

SECTION A - Basic Work Year

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

SECTION B – Extra Days

The extra days specified below are paid at per diem and are separate from the TRI responsibility contract. If an employee is unable to attend he/she shall not receive pay for the day(s). These days are in addition to the 180 day work year, therefore no leave shall be deducted from the respective employee for a missed day(s). These days shall be applicable to all employees on annual contracts. Employees who are part-time FTE employees (i.e., 0.1-0.9) may work the full day on the extra days allowed and receive full per diem payment for that day. Employees who are hired after the start of the school year will not be eligible for scheduled extra days occurring before their commencement of service on an annual contract. The performance of extra days will be in accordance with RCW 28A.400.200(4) and pursuant to supplemental contracts issued thereunder.

1. ADDITIONAL WORK DAYS (1 day)

Employees will work one additional scheduled day at the building site prior to the opening of the student school year. The first two hours may be administratively scheduled.

2. IN-SERVICE DAYS (3 days)

Each employee shall attend two in-service days prior to the start of the school year in which will be district-scheduled meetings, and one in-service day in October. In order to be paid for these three (3) days the employee must attend.

SECTION C – Time Responsibility Incentive (TRI) Responsibilities

1. CONCEPT

Educators as professionals are engaged in work that is varied in character involving consistent exercise of discretion and independent judgment in its performance. The primary intent of TRI is to improve the quality of educational services available for students through the performance of compensated additional responsibilities provided by certificated staff. These TRI responsibilities will go beyond those levels possible within the basic education programs as funded by the state legislature. The legislature's enactment of RCW 28A.400.200 authorizes the District to participate in supplemental contract payments of salaries and benefits to employees who meet certain specific

provisions:

- a. The payment is not for services included in the mandatory daily average hours of instruction offered students within the 180 day school year as is required and funded by the Basic Education Act (RCE 28A.150.220), or within any state funded in-service or Learning Improvement Days.
- b. The supplemental contracts will normally be for one year and not subject to the continuing contract provisions (RCW 28A.405.240).

2. COMPENSATION

Each full-time employee will be compensated at 17.55% (2016-2017), 22.55% (2017-2018) and 27.55% (2018-2019) of the individual's base salary for TRI responsibilities. No additional duties will be expected for this increase in TRI. An employee working less than full-time or less than a full school year will be provided pro-rated compensation based on the percentage of FTE and/or percentage of the school year worked. In 2016-2017 each employee shall receive \$500, prorated to his/her individual FTE, to be paid in the September 2016 pay warrant in recognition of individual employee work relevant to the LIFT initiative. No additional work will be required for this one-time payment.

If an employee's FTE is adjusted during the school year, the employee will receive a corresponding increase or decrease in employee's TRI pay. Employees who go into unpaid leave status during the school year shall have their regular salary and TRI payments pro-rated accordingly. If an employee is on leave for over 60 days, the portion of TRI unavailable to the employee on leave will be made available to the long-term substitute commencing on the 61st day.

3. LOCATION

TRI responsibilities may be carried out "onsite" or "offsite" as is reasonably appropriate.

4. RESPONSIBILITIES

Employees will fulfill additional responsibilities beyond those performed during the basic education work year and work day. Such responsibilities shall be completed at the professional judgment of the employee.

- Parent conferencing
- Planning with other employees in areas of instruction and curriculum
- Curriculum development
- Preparation prior to the opening of the school year
- Assessment/grading and preparation for the new term
- Work connected with the conclusion of the school year
- Work connected with community/school activities
- Special Education due process paperwork and meetings
- Work associated with your evaluation

5. PAYMENT

Article VI - Basic Work year/Extra Days/Elementary Conferences/Emergency School Closure

Compensation will be paid in 11 equal monthly installments beginning with the October payroll. An employee working less than full-time or less than a full school year, will have his/her compensation adjusted proportionally, based on percentage of FTE and/or percentage of the school year worked. If employee fails to perform all or any part of the extended day responsibilities required hereunder, any overpayment of additional compensation shall be withheld from subsequent paychecks.

SECTION D - Professional Fund

The allocation will be \$1500 for each full-time employee per school year. Part-time employees will be credited on a pro-rata basis. The fund may be used for reimbursement or compensation as specified below.

1. PROFESSIONAL FUND SUBSTITUTES

Beginning in 2017 - 2018, and each year thereafter, the District shall provide a pool of \$25,000, adjusted annually for COLA, for the purpose of providing substitutes for individually selected, scheduled, and approved professional development offerings. Application for usage of such days shall be administered by the District, and must be used for attendance at professional development opportunities related to the individuals' major area of certification. Usage of such days is based on first requested, first approved requests until all pool dollars are exhausted. Individuals may request up to two (2) days per contracted year.

2. ELECTION

The employee will elect their annual Professional Fund allocation as a reimbursement or a compensation fund. The employee must submit the Certificated Employee Professional Fund Agreement by the last work day in September. In the event an employee does not make a selection between reimbursement or a compensation fund, the selection will default to compensation. The election is irrevocable for that school year.

3. REIMBURSEMENT FUND

Use of the reimbursement fund is applicable only when related to the employee's present or potential assignment. An individual's reimbursement fund may be used to pay for reference books and classroom books (other instructional materials are not reimbursable), tuition, workshops, and conference fees. Applicable restrictions for the use of the fund are identified on the Professional Fund – Claim for Expenses (DIS378) form which must be properly submitted to Personnel to claim reimbursement. Per IRS regulations, any non-consumable materials purchased with professional fund money become the property of the District. Professional reimbursement funds may carry over from year to year to a maximum allowed by the Internal Revenue Service (IRS).

4. COMPENSATION FUND

The compensation fund allows the employee to be paid for non-contract time used individually or collaboratively for such professional activities as:

Article VI - Basic Work year/Extra Days/Elementary Conferences/Emergency School Closure

- the District's strategic plan
- the site improvement plan
- the employee's evaluation
- curriculum frameworks
- student assessment
- · national board certification activities
- student focused activities.

Compensation will be paid at the rate of \$30 per hour and be subject to applicable taxes through the payroll process. Compensation funds will be paid in one monthly installment, mid-December. If a certificated staff member is hired after November 8th, and they choose compensation, it will be paid in June.

In the event that the balance for any staff members' Professional Fund reimbursement account on June 30, has any amount less than \$5.00, that money shall be transferred to the general fund if that individual selected compensation for two years.

An employee may select one of the following reimbursement options:

- a. \$1,500 in compensation (the default if no selection is made)
- b. \$500 available for reimbursement/\$1,000 towards compensation fund
- c. \$1,000 available for reimbursement/\$500 towards compensation fund
- d. \$1,500 available for reimbursement

SECTION E – Calendar

1. K-8 CONFERENCES

Employees shall receive three non-student attendance half days in October and two non-student attendance half days in February. Teachers will meet with parents of new students or students in danger of failing in February.

2. SECOND GRADE TESTING

Second grade teachers will be given one day of substitute time to complete reading tests in the Fall.

3. <u>SECONDARY GRADI</u>NG

At the end of the first semester a student non-attendance day will be inserted into the calendar. At the secondary level, in June, grades will be due the second business day after the last student day.

4. K-8 END OF TRIMESTER GRADING

At the end of each Trimester there shall be an early release day inserted into the calendar for the purpose of preparing grades.

SECTION F – Emergency School Closure

Article VI - Basic Work year/Extra Days/Elementary Conferences/Emergency School Closure

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

When schools are closed early due to inclement weather, employees in the bargaining unit shall be permitted to leave immediately after all students are dismissed. Following cancellation notification, if employees are required by administration to remain on site to supervise students, they will be paid at per diem. In the event that the District administration decides to delay the opening of school due to inclement weather, employees shall report thirty (30) minutes before the students arrive.

G. ARTICLE VII - ADDITIONAL PROVISIONS

SECTION A – Teacher Duties

1. PROFESSIONAL

Necessary non-teaching work assignments such as record keeping shall be kept to a minimum and no work beyond the regular work day shall be assigned unless that work directly relates to the assignment. Elementary certificated staff will not be required to serve morning or afternoon recess duty. Work assigned beyond the work day shall be limited to meetings which directly relate to the employee's instructional duties.

Certificated staff shall not be asked to serve on more than one building committee. This agreement, however, shall not preclude any employee from volunteering to participate in other school activities beyond the work day.

Committee work/meetings shall occur during WAC time as much as possible, before or after school. Employees shall not be required to attend committee work/meetings in excess of WAC time, before or after school, for more than (½) one-half hour a month outside the contract day. If the committee work/meeting extends ½ hour outside WAC time, employees shall submit a Form A to be paid for the additional work time at the professional rate, if pre-approved.

2. NON-PROFESSIONAL

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

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

SECTION B – Student Teachers and Interns

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

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

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

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

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

SECTION C – Residual Rights

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

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

H. ARTICLE VIII – INSTRUCTION SUPPORTIVE LEARNING ENVIRONMENT

We will provide, promote and nurture a supportive learning environment that enhances our focus of learning and teaching. Teachers are given collaborative time. Employees, students and parents are offered a forum to provide feedback; staff are recognized for their successes, and supported for their efforts.

SECTION A – School Opening Staff Orientation

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

SECTION B - Student / Teacher Ratio and Maximum Load

1. SPECIAL EDUCATION STUDENTS IN REGULAR CLASSROOMS

- a. For the purpose of determining student/teacher ratios and maximum loads, the following methods will be used to count special education students who are served in the regular classroom part of the day. The intent is to assign such special education students equitable to regular education classroom. If a special education teacher is in the general education class for student support, then general education teacher's class size remains the same as per contract. The special education teacher is there for support of included students.
 - i. ELEMENTARY: Special Education students are counted as 1.0 FTE for both the average student/teacher ratio and the individual class size limit if they are in the general elementary education classroom, including specialists, for any part of the day.
 - Special Education students who are included into PE or Music specialists' time with peers will count as a full student during that time.
 - Students receiving special education services in the general education class at the elementary level, will count as 1.0 FTE for overload pay, regardless of the length of time they spend in the classroom.
 - SECONDARY: Special Education students are counted as 1.0 FTE if they are part of a high school or middle school teacher's class enrollment for a period.
- b. Students who are attending general education classes need to have a general education teacher at their meeting. All IEP participants must attend the meeting unless they have used the legal excused process ahead of time. For a special education student that will not participate in any general education class for the upcoming IEP year, a general education teacher is not

required at the IEP meeting.

Class size and overload remedies for schools K-12 shall be as follows:

Grade Level	Class Size	Maximum Class Size	Overload
Kindergarten	23	26	\$5 stipend, per student, per day, above the class size, or 2 hours staff assistant at 24, .5 hours each for 25 and 26 students. Staff will have three days to respond with their choice; after that it will
			default to the stipend.
1-3	23	26	\$5 stipend, per student, per day, above the class size, no staff assistant option
4- 5	25	28	\$5 stipend, per student, per day, above the class size, no staff assistant option
All Elementary Split Classes	21	23	\$5 stipend, per student, per day, above the class size
Middle School	6 th Grade 28 7 th -8 th	6 th Grade 30 7 th -8 th Grade 32	(28 * 3) + 15 = 99 6 th grade \$5 stipend, per student, per day, above the daily load
	Grade 30	Electives 32	(30 * 3) + 15 = 105 7/8 th grade \$5 stipend, per student, per day,
	Electives 29	PE 33	above the daily load
			145 Electives
	PE 31		\$5 stipend, per student, per day, above the daily load
			160 Physical Education \$5 stipend, per student, per day, above the daily load
High School	30	33 Daily load 150	\$5 stipend, per student, per day, over the daily load of 150
High School PE	34	35 Daily load 170	\$5 per student per day over the daily load of 170 students per day

The District shall utilize all designated dollars allocated by the state legislature for the purpose of reducing class sizes consistent with state funding rules. Overload will be paid based on the number of students assigned to a teacher on the class list.

The district shall run a monthly student count to assess the classroom overload. Overload pay is figured monthly on the first working day of the month, October through May, and is paid on the February and June checks. In the event a kindergarten elementary certificated employee selects the staff assistant option for overload the teacher shall receive the daily overload pay until the staff assistant's first (1st) workday.

If an elementary specialist section contains students in excess of the maximum class size limits, the school will provide additional supports as necessary to ensure all students have the necessary equipment to access the instruction and that adequate supervision is provided in the classroom.

If a class is co-taught by a general education and special education teacher, the general education teacher will be entitled to overload pay on the same basis as if the teacher were teaching alone. Class size maximums for general education/special education co-taught classes are the same as if the class had only one general education teacher.

2. ELEMENTARY SCHOOLS

At an elementary site, within a grade level, when all classes have reached the maximum for five consecutive days in September and October, the district will create a new section provided space is available. If no space is available and/or from November on, how to best distribute the staff shall be decided mutually between the teacher(s) and the administrator(s) and submitted to the district and association for review.

The staffing goal for student/teacher ratio shall be established at 24:1 in each of the elementary schools of the District. In determining the student/teacher ratio, the following teachers and specialists will be excluded: K-5 elementary physical education specialists, K-5 music specialists, Counselors/Social Workers, and K-5 Teacher Librarians.

3. <u>ELEMENTARY MUSIC AND PHYSICAL EDUCATION</u>

- a. Building Specialists shall work 40 sections in their assigned areas. Any specialist assigned less than 40 sections shall be assigned duties by the principal equal to the 40 sections.
- b. Itinerant Elementary Specialists shall be assigned 42 sections in their assigned areas. Any assignment less than 42 sections will be assigned duties equal to the 42 sections by the appropriate supervisor. Travel will equal 1/42nd of the assigned duties.
- c. Elementary Specialists shall be assigned no more than 4 consecutive sections. In the rare event of facility limitations, Elementary Specialists may

be assigned 5 consecutive sections. If an Elementary Specialists is assigned 5 consecutive sections without a break (a break constitutes a scheduled 15 consecutive minutes) in any trimester they will receive a supplemental contract equal to one day's substitute cost for that particular trimester. A maximum of one day substitute cost per trimester shall be paid. No more than nine (9) thirty (30) minute sections per employee, per day, shall be scheduled.

- d. Each Building Specialist shall have duties assigned by the principal to facilitate the needs of the building equal to one additional hour per week. The coordination of this assignment is intended to be collaborative with the building principal and the specialist. Those duties may include but are not limited to:
 - i. Community building activities
 - ii. Meet with students for interventions
 - iii. Extended learning opportunities for students
 - iv. Student supervision before and after school (bus duty)
 - v. Building wide activities
- e. In the event that an Elementary School is at 42 sections a Building Specialist may be assigned an additional section for the entire year to preclude the need for an itinerant to travel to the building. A building specialist shall be paid 1/40th (.025 per section) for any sections assigned above 40 as a supplemental contract. Any less than a full year will be pro-rated.
- f. For those individuals who assume a supplemental contract for additional sections per above, any additional sections do not preclude the responsibility of working the additional hour of student contact time as this is a supplemental contract.
- g. In the event that an Itinerant Elementary Specialist accepts an additional section for the entire year they shall receive 1/42nd (.02381) supplemental contract. Any less than a full year will be pro-rated.
- h. The Executive Director of Elementary Education, the Manager of Fine Arts, and the PE Curriculum Specialist shall annually work with the building principals to review building scheduling practices, with a goal to incorporate the following:
 - Building specialists should work with the intermediate grades in the designated facilities.
 - ii. Students should have the same instructor throughout the week when possible.
 - iii. 5th grade PE sections should be scheduled in the full gym.

These are good practices and when possible should be used as long as they do not increase the need for FTE. EPS and EEA recognize that different building designs and facilities may not allow for these practices.

In the event that the early release Wednesdays are no longer used, this section

may be reopened at the request of either the Association or the District, with the understanding that the number of sections shall revert to 42 unless otherwise agreed.

4. TEACHER LIBRARIANS

The Teacher Librarian will continue to manage the library budget.

Elementary Teacher Librarians shall be assigned, at each elementary school, up to 26 thirty (30) minute sections in a normal week. When the load reaches 27 sections per week, an itinerant Teacher Librarian will be assigned to the building.

Staffing for Teacher Librarians shall remain minimally at the District's 2015-2016 staffing level for the duration of the 2016-2019 agreement. This agreement shall not be construed to grant these positions priority over other certificated staff in the event of a financial condition triggering the provisions of Article IX - Employee Staff, Reduction and Recall.

For those who travel one 30 minute class will be scheduled to accommodate travel to each site and counts as a section.

5. READING SPECIALISTS

Reading specialists are generated through LAP/Title resources. Specialists monitor and provide the delivery of supplemental reading services to students identified as below grade level and identified as eligible for LAP/Title.

Individual Reading Specialists shall work with building administrators to create a manageable daily/weekly schedule and student load, which includes identified student instructional blocks for working with students, lunch, breaks, and planning time.

6. SECONDARY

In the event that a secondary teacher's classroom maximum is exceeded due to scheduling conflicts, singleton classes, specific student needs, or other unavoidable issues, the parties agree to a remedy to recognize the increased workload associated with exceeding the classroom maximum. This remedy is meant to facilitate needs created by issues that cannot be resolved in other ways and recognizing that some midterm changes are not desirable to either party and/or are not feasible. If possible, student classes will be changed to equalize class loads to prevent a teacher having students beyond the maximum.

- a. If a specific class exceeds the maximum on count day in October through May the teacher will receive \$5 per student per day.
- b. Certain classes do not count toward the maximum as it is not in the best interest of the program for the district to restrict the enrollment. Such classes are ASB/ASB Leadership, Drama, Music, specialty PE classes, (Dance, Sports Dev., etc.) others as determined by mutual consent of EEA

and EPS.

- c. In the event that the District chooses to move students and the teacher requests that the students are not moved the classroom maximum stipend or overload will not be paid.
- d. The following classes are exempt from the maximum:
 - i. Some specialty classes as mutually agreed between the Association and the District (Student store, floral, etc.) where a staff assistant has been assigned for the purpose of managing the large class size.
 - ii. Classes that are team taught/combined for the purpose of making the education experience better, where the teachers agreed to the arrangement (Body wise, green construction, etc.).
 - iii. Classes where teachers receive additional stipends for the large class sizes.
- e. The following do not count toward a class maximum TA's, Ed Support, Office Procedures, Peer Tutoring, Independent Study, etc.
- f. In the event that a teacher is over the classroom maximum and over the daily load, the teacher will receive the greater of the two not both. Example: 1 over in daily load and one class exceeds the classroom maximum by 2, the teacher would receive the amount for 2 students. Example: 5 over in daily load and one class exceeds the classroom maximum by 1, the teacher would receive the amount for 5 students.

7. ENGLISH LANGUAGE LEARNERS

Secondary English Language Learner classrooms shall be provided one hour of aide time for each student in excess of 25.

8. SECONDARY MUSIC AND PHYSICAL EDUCATION

The maximum student/class load in Article VIII Section B shall not apply to music employees per below.

a. Vocal

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

b. Instrumental

Advanced Band / Orchestra* 75 students per class Intermediate Band / Orchestra* 65 students per class

Music certificated staff may submit a request to the District for purchase of a set of District approved professional ear plugs to be utilized in their teaching and concert duties.

*Where class sizes are limited by the physical space based upon room

assignment, the practical class maximum may be lower.

The maximum student load for a music teacher shall not exceed the sum total of the individual maximums for each of the teacher's classes.

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

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

c. Physical Education

High School 35 students maximum per class 170 students (maximum student load)

Middle School 33 students maximum per class 160 students (maximum student load)

For High School PE only, a teacher may choose to take up to 42 students in a class, with no overload pay. This is to accommodate teacher requests. For example, a teacher with a Sports Development class may wish to include more than 35 students in order to have an entire team in one class. PE teachers will not be assigned a student over the cap without compensation unless the teacher has first made that request

When a PE teacher exceeds the class sizes set forth above, they will be paid overload on the same basis as classroom teachers. PE teachers will also be paid overload pay if any individual class is over the maximum class size set forth above.

9. NURSES

The District shall maintain a nurse case load of no more than 1700 students per each 1.0 FTE nurse.

Nurses with clinical experience receive credit for up to two (2) years of such experience on the state salary schedule. For nurses with additional clinical experience, the District will provide a supplemental contract that is the equivalent to up to two (2) additional years of salary schedule movement on the state salary schedule.

Pre-school students shall count as 1.0 head count students. All students shall count as 1.0 head count students beginning in 2014-15.

Annually a pool equivalent to 10 supplemental contract days per 1.0 FTE shall be made available for school nurses in order to develop Individual Health Plans for students with life-threatening illnesses in accordance with WAC 392-172A-03090. Each nurse may access this pool, based on the individual nurse's case load, as agreed upon with the Manager of Student Support Services.

Each nurse shall be provided with a confidential space to meet with students.

Nurses shall not be required to perform supervisory duties, including, but not limited to: bus duty, serve as a door/hallway monitor, serve as a breakfast lunchroom monitor, or as an attendance clerk.

10. <u>ELEMENTARY COUNSELOR / SOCIAL WORKER, SECONDARY</u> COUNSELORS, INVERVENTION SPECIALISTS

Staffing for Counselors, Elementary Counselor / Social Workers, and Intervention and Career Specialists shall remain minimally staffed at the Districts' 2015 - 2016 FTE staffing level for the duration of the agreement. This agreement shall not be construed to grant these positions priority over other certificated staff in the event of a financial condition triggering the provisions of Article IX - Employee Staff, Reduction and Recall.

The District shall add an additional 1.0 FTE for Secondary Counseling in each year of this agreement (2016-2019), for a total of an additional 3.0 FTE increase. The intent of this increase is to address needs at schools with high enrollment and/or high-poverty student populations.

11. SPECIAL EDUCATION

a. General Information

- Benchmarks/objectives are not required on IEPs unless the student takes a Washington Alternate Assessment (WAC 392.172A.03090).
- Only one collaborative group required, as determined by the staff member.
- Compliance clerks will provide due process support to all special education staff. There will be one clerk to serve 2-4 schools. A compliance clerk will serve each high school with flexibility to balance loads between these schools.
- ESA staff is not required to proctor district/state required exams or complete bus duty
- Special Education policies, procedures, and process shall be made available to all employees each school year by October 15. The minimum contents of this document shall be:
 - District procedures and guidelines for referring students for special education.
 - District procedures and guidelines for the preparation, formation, and implementation of Individualized Education Programs.
 - District guidelines regarding the establishment, composition, and responsibilities of special education teams

- Special education teachers will be provided access to same instructional materials as general education staff.
- At all levels, every effort will be made for certificated special education employees to act as IEP managers only for students they actively serve.
- General education teachers will be provided with appropriate special education support and/or training for special education students placed in their classrooms. Relevant IEP information and goals will be made available to general education teachers having special education students in their rooms. If the teacher is expected to provide specially designed instruction, he/she will have the opportunity to collaborate with the special education staff to discuss his/her portion of the implementation of the IEP.
- District wide meetings for special education staff:
 - Department meeting: OT, PT, SLP, Nursing, and Psychology will be scheduled monthly as a special education professional group for no more than 3 hours during work hours.
 - Peer alike teaching group meetings will be scheduled as per agreed in calendar discussion. These meetings shall occur within the normal work day or with additional pay accordingly.
 - All sped certificated staff will attend special education in service and job alike meetings.
 - BAT meetings are held for 1 hour each week and attendance of those assigned to that building is required, along with the general ed representative, and any itinerant special education staff who can attend depending upon the number of other schools assigned.

b. <u>Definitions</u>

<u>Class size</u> refers to the head count in a classroom during any given class period.

<u>Case load</u> refers to the number of students for which a staff member is providing services and IEP/Due Process management on the monthly class list.

<u>Class list</u> refers to the student list available to each certificated special education staff member in the student information system in the IEP online system.

An IEP manager arranges and coordinates the IEP.

A <u>Case manager</u> coordinates the process of the student's initial eligibility, re-evaluation, and continuing eligibility.

A <u>caseload teacher</u> is the Special Education teacher who is responsible for the implementation of IEP services

<u>Level of Need</u> is determined and outlined within the student's Independent Education Plan (IEP), and is informed by guidelines set forth in *Appendix H and I – Center Based Classroom Guidelines*. Those guidelines shall be reviewed in Labor/Management during the term of this agreement.

The <u>Staffing Factor</u> is used to calculate classroom instructional assistant *Appendix H and I – Center Based Classroom Guidelines* based on a student's level of need as identified in the IEP times a staffing factor on the calculation sheet.

c. Caseloads for Special Education

Caseloads will be calculated using the IEP Online caseload report on a current monthly class list multiplied by the staffing factor that student generates using the SFF. Certificated special education staff will be trained in their professional service areas regarding staffing methods and formulas within the 1st month of school. EEA Special Education representative will be part of this training.

The student's level of need is tied closely to the time and direct, related, and supplemental services written on the IEP.

- i. The time and services are determined by the IEP team.
- ii. The student's program placement is determined by the student's IEP, as informed by guidelines set forth in Appendix H and I – Center Based Classroom Guidelines.
- iii. A student's program placement cannot be changed without a new IEP team meeting, and must continue to reflect IEP identified needs.
- iv. Individual classroom staff assistant time is calculated based upon the designated level of need of each student. It is understood that there may be mixed level of need students in the same classroom based upon IEP needs.

SPECIAL EDUCATION	ON CASELOADS AND) STAFF ASSISTANT	
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	Caseload	Tchr	Staff	hrs/day/class	Overload
		Factor	Asst	1.0 FTE	Staff
			factor		Asst hrs
LS Elem	26	0.0385	0.2308	6	1
LS MS	28	0.0357	0.2142	6	1
LS HS	30	0.0333	0.2000	6	1
ALC	12	0.0833	0.43	6	2
(elementary)					
ALC	14	0.07	0.43	6	2
(secondary)					
LSC	9	0.11	1.333	12**	2
DSC	7	0.14	1.71	12	2
ECSE	18	0.06	0.67	12	2
	cap 10/session				
SCIP	10	0.10	1.20	12	2
TRANSITION	7-14			Minimum of 6	
SLC ELEM	11	0.09	1.09	12	2
SLC SEC	15	0.07	0.80	12	2
***DHH	9	0.11	0.67	6	2
Day Treatment	7	0.14	0.86	6	2
Developmentally					
Delayed					
Day Treatment	9	0.11	0.67	6	2

SpEd certs receive this amount of staffing at .8 FTE – 1.0 FTE

If a special education teacher is over caseload the District shall balance caseload by first paying overload unless there is another special education teacher in the building who is less than 80% of case load. In this instance, the District shall make an adjustment to the caseloads by assessing the available FTE and moving the case management to the teacher with less than the 80% of caseload.

The overloaded special education teacher who maintains the bulk of the implementation of the IEP will claim the student on his/her caseload in IEP

^{*}Transition includes: ALC, SLC, SCIP, LS, LSC, and DSC. Staffing is calculated based on the respective classroom factors in the chart above. One (1) 6 hour additional worksite coordinator for the Transition program

^{**}To avoid overstaffing it is agreed that the overall ratio of adults to student (including 1-1 para educators) is not required to exceed a ratio of one adult to every two students unless required by student IEPs.

^{***}DHH: 6 hrs of interpreter time minimum additional for each different grade level

online and receive credit for the student on his/her load and will manage the IEP. The teacher in this instance shall receive the following overload:

- i. Additional staff assistant time (per the formula) or \$6.88 per day for each additional student, and
- ii. 4 hours of per diem pay for any/all facets of additional IEP (s) due to overload.

Staffing adjustments shall be made based on student counts on October 1, January 1, and April 1.

If a teacher is overloaded November 1, December 1, February 1, March 1, and May 1 only overload monetary remedies will be provided.

The Association and the District mutually agree to meet in Labor Management to discuss and/or remedy any anomalies that may exist in the interim months.

Specialty	Target or	District
	Maximum	Ratio
	Caseload	
OT	30	1:2220
PT	22	1:4685
SLP	50 max	
Psychs		1:1250 elementary
		1:1500 secondary
Nurses		1:1700

The District shall annually staff the ECSE Assessment Team with OT, PT, SLP, and PSYCH FTE, not to be counted against the FTE identified staffing in the collective bargaining agreement. It is understood that this allocation of FTE can be used to meet other District needs when not being utilized for the ECSE Assessment Team.

- i. Special Education teacher staffing is calculated using the SFF sheet
- ii. Rounding will occur this way. The generated time totals 1.25 FTE of teacher time; it would be rounded to 1.2 FTE. If it totaled 1.26 FTE then it would round to 1.3 FTE.

d. Staff Assistant Factors

Staff assistant hours generated based on an individual student IEP, (i.e. indicating the need for a 1-1 assistance), shall be in addition to staff assistant hours generated on the Staff Assistant Allocation Matrix. Any additional hours generated by an IEP for a 1-1 assistant shall be utilized for the support of the student with the IEP needs (i.e. the need for additional 1-1 assistance).

• Each special education program will be staffed with assistant time based on the staffing factor.

- Each special education teacher caseload generates a minimum of a six hour staff assistant allocation when FTE is 0.8 FTE or greater.
- The Learning Support teacher or staff assistant staffing allocation reflects all Learning Support students in a building. Staffing for Learning Support is not determined on an individual teacher classroom basis. The total building staffing is the sum of staffing factors for all Learning Support students in the building. Each building has the ability to determine their implementation of staffing within the total staffing provided.
- Staffing for specialized classrooms to include SLC, SCIP, ALC, LSC, DSC, ECSE, DHH, etc. is generated by and allocated to each classroom and is not a sum of all in a building unless there is mutual agreement between teachers in the same building and program.
- When the IEP team determines there are additional student needs based on the IEPs that need to be met, a process will be in place enabling a building to make a request for specific additional assistant time for individual students or groups of students. These requests will be presented to the Director of Special Services for review and approval based on
 - o Safety needs
 - o Medical/Physical needs
 - Behavioral needs
 - o Extenuating circumstances
- If a special education teacher thinks his/her level of staff assistants is unsafe or causing a disruption in the educational process, and special services has reviewed the load and disagrees, the issue will be taken to a regular scheduled Labor Management meeting.

12. CERTIFICATED SPED SUPPLEMENTAL PAY

Each special education certificated employee shall annually receive \$500 in the June paycheck in recognition of workload resulting from Individual Education Plans and compliance paperwork.

Beginning 2017-18, and each year thereafter, the District shall make available seven (7) hours per diem pay, per each special education certificated employee, for work conducted in August prior to the start of the school year, for seven (7) hours of activities determined by the District. Payment shall occur upon the employee's submission of a Form A for September payroll.

13. SPECIAL EDUCATION TEACHER OVERLOAD

Special Education caseloads will be reviewed October 1, January 1, and April 1. For the months between these adjustment dates only monetary remedies will be provided. Monetary remedies are based on current IEP load as reported in IEP online on the 1st school day of the month.

Each special education certificated teaching staff shall receive written

notification within 5 school days after the 1st school day of the respective month, if they are over their contract caseload. Staff will have three days to respond with their choice; after that it will default to the stipend.

Additional staff assistant time or a monetary stipend of \$6.88 per day prorated by month for each additional student will be offered:

- a. This concern will be addressed and remedied within six (6) school days following email contact.
- b. For each day beyond the six (6) school days, the teacher will receive one hour of per diem overload pay per day from the sixth (6th) work day of overload after the class list overage notification until the additional assistant time starts in the classroom.
- c. When a timely resolution has not been made, staff may request a meeting to discuss remedies. The meeting participants shall include the teacher, program coordinator, and upon request, a mutually agreeable department ombudsman/EEA representative. The purpose of the meeting is to immediately select appropriate alternatives to remedy the situation and any required compensation.

It is the ESA and teacher's responsibility to maintain an accurate student roster in IEP Online. Students must be on the class list count by the first (1st) school day of each month to be included in that month for staffing. Any student counted as overload must have a current evaluation and current IEP as of the first (1st) school day of that month.

- a. No certificated special education staff employee will be expected to work more than their 1.0 FTE or their prorated contract on an ongoing basis.
 - i. Any teacher agreeing to take additional student(s) beyond their
 1.0 FTE contract numbers for the remainder of the year will not be asked, expected, or assigned more than a FTE contract maximum, consistent with general education in the district.
 - ii. The district will make every effort to hire a new teacher whenever the classroom generates 0.2 FTE over current teacher staffing.
 - iii. Human Resources will be notified and will work with Special Services and the Association to determine an appropriate remedy.
- b. During the time while new certificated staff are being sought and hired to address an overload, and when the student count exceeds 1.0, but is not yet at 1.2:
 - i. The employee may choose additional staff assistant time (per the formula) or the overload payment.
 - ii. If additional staff assistant time is chosen, this relief will be provided within six (6) school days after Special Services is notified by email.
 - iii. If additional staff assistant time is chosen for a learning support classroom, they will be provided an additional one (1) hour per student.

- iv. If additional staff assistant time is chosen for a specialized program classroom, they will be provided an additional two (2) hours per student
- v. When any classroom count reaches the equivalent of 1.2 FTE while waiting to hire new staff, the additional staff assistant time will be retained and an additional monetary remedy will be paid to the employee.
- c. Substitute release time will be provided for Program and IEP planning for teachers over their contract limit students. Teachers should contact Special Services by email requesting this time. The options for release time are:
 - i. Half-day substitutes time per new student, or
 - ii. The equivalent dollar amount of the substitute time payable to the teacher.
- d. Any certificated staff who agrees to participate in the development, writing, and management of the Due Process paperwork in their professional area of expertise for a student outside of their normal caseload will be paid four (4) hours per diem, including attendance at the meeting, for either the new Individualized Education Plan, and/or four (4) hours for the development, assessment, and writing of the eligibility evaluation.
- e. When students on a teacher's caseload generate an increased workload and thereby an increased allocation of teacher time, and part of the student's IEP program is provided by another Special Education teacher, any decision on utilization of staff assistant time will include a collaborative discussion with all impacted teachers and building administrators.
- f. When any Special Education itinerant professional group is over their individual max or collective caseload limits for their department and are not able to hire up to their full contractual staffing levels after twenty (20) school days of unfilled open posted positions, according to ratios or caseloads, due to the lack of qualified applicants in their professional pool, the following will happen:
 - i. Additional compensation will be offered to professionals in that group, as first recourse, to accomplish that additional work at a % ratio of the workload times their per diem, up to .2 FTE additional caseload per person. No staff will be asked to work more than an additional .2 FTE contract in this manner, provided that the District may offer additional FTE to SLPs and School Psychologists (on a voluntary basis) up to 1.4 FTE.
 - ii. Services that can only be provided by certificated staff will continue to be provided by that itinerant professional group and it may be necessary to contract outside of the district to fulfill legal IEP obligations while an in-district position is being advertised and is

not yet filled.

iii. If staffing is still not achieved in that itinerant professional area, and the remaining work still not covered, then a new classified position may be created to attempt to relieve the staffing workload overage, providing professional licensure and practice laws allow this, while waiting for the open certificated position to fill. This would allow for the remaining professionals in that area to continue to provide direct student services in their professional certificated area. Activities such as paperwork, scheduling, filing of reports, etc. could be given to this new position that any qualified and knowledgeable employee could apply for and fill.

14. ITINERANT STAFF

Travel from school to school by special education staff will be equivalent to a 30 minute section. This is not to take the place of lunch, planning, set up/take down time, or bathroom breaks.

To maintain manageable caseloads for itinerant staff, considering the disability related needs of students, the following limits for caseloads in special education are as follows:

a. Speech/Language Pathologist

Each individual full-time Speech/Language Pathologist providing service to the buildings will have a caseload of 50. If this caseload is exceeded, the following process should occur:

- i. Hire additional SLPs
- ii. Offer additional caseload on a voluntary basis up to a 1.4 FTE to current SLPs
- iii. Hire SLPAs

The individual loads will depend on several factors including, but not limited to:

- degree and type of disorder
- travel required and student cluster
- amount of time required for in-service and consultation with parents and teachers
- aide time
- model of service delivery needed
- number of assessments required
- Medicaid billing
- other required duties including, but not limited to: preparation of materials, parent contact documentation, and IEPs.

b. OT/PT Staff

A full-time occupational therapist will have a target caseload of 30 students and a full-time physical therapist will have a target caseload of 22 students, depending upon the severity of the student's disability related needs. Supervision of COTA or PTA licensed staff will follow

state licensure laws.

Individual caseloads will vary depending on the following:

- the degree and type of dysfunction of students served
- travel required and space availability
- number of assessments required as part of the multi-disciplinary team
- amount of time spent providing consultation and in-service training to parents and staff members
- other required duties including, but not restricted to: designing, fabricating and/or ordering adaptive equipment; parent and community contact; Medicaid or other documentation as required

c. School Psychologist

Guidelines to maintain manageable workloads:

- Each school psychologist shall be limited in assigned responsibility to not more than three (3) elementary OR two (2) secondary schools maximum based upon the ratio listed below.
- A reasonable student ratio is one psychologist for every 1,250 elementary students, or 1,500 secondary students.
- School Psychologists will be responsible for their professional assessment areas, and case management of students for eligibility and program placement, except for Motor Team only or CD only service students. They will also be responsible for BAT coordination and other Special Education building coordination duties as agreed upon within the BAT team.
- Students who attend alternative settings in the EPS and are reported on the EPS monthly count will also be counted in the student ratio for psychologists.

SECTION C – Employee Load

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

A preparation is defined as a curriculum description/course number. The District shall not require more than three preparations be given to a Grades 6-12 secondary employee, including certificated special education employees who co-teach, during any term. The preparations shall be no more than two (2) subject fields, unless agreed to by the employee.

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

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

Each employee teaching station shall include adequate space, a teacher's desk with a networked computer workstation, a file cabinet, and appropriate technological tools to fulfill the District's expectations to implement current instructional practices.

In each building, employees, including itinerant staff, will be provided an appropriate teaching and work station. This will include the use of a teacher desk, student desks as needed, ready access to a confidential networked computer workstation, adequate file cabinet space, and appropriate supplies. A secure telephone will be readily available to provide privacy necessary for discussions of a confidential nature. Counselors, intervention specialists, social workers, and nurses shall be provided with or have access to a confidential work space with a door that may be closed.

Special education staff work space needs:

- a. Every effort will be made for SLPs to have access to water to meet standards for universal precautions and for use during therapy.
- b. Hand disinfectant, gloves, and other items needed for disinfecting and universal precautions will be available upon request.
- c. Every effort will be made for special education teachers to have comparable physical size classrooms as their general education peers.
- d. Appropriate protective clothing shall be provided following request and approval as is needed within the work space to ensure safety for aggressive students and/or students with unique needs.

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

Each teacher shall make adequate daily and long-term preparations including adequate plans available for substitutes. Administrators shall not collect, inspect, or require posting in classrooms of daily or weekly lesson plans unless the employee has planning performance deficiencies as identified through the evaluation process.

The Arts, Heath/PE, and Social Studies are recognized by the state and the district as core subjects. Teachers of those subjects preK-12 shall be provided the equivalent resources of daily instructional time, curriculum training, daily planning time, and collegial discourse as provided other core subjects at their perspective level, elementary, middle school, high school.

SECTION D – Balance / Support in Classrooms

The District shall make every effort to evenly distribute students with special needs equitably across grade level and class sections.

The District will consider the following factors when equitably scheduling students:

- Risk Roster score
- IEP goals
- 504 plans
- ELL needs
- Behavior needs
- Social/emotional behaviors

The District shall not unduly, routinely schedule cluster based classroom sections with select certificated employees. Every effort shall be made to rotate scheduling of cluster based classrooms throughout grade level teams, content areas and departments.

- 1. <u>SUPPORT FOR STUDENTS IN GENERAL EDUCATION CLASSROOMS</u>
 If at the completion of class scheduling, or thereafter, the number of students with IEPs assigned to a general education classroom is 1/5th or more of the "class size" column set forth in Article VII Section B Subsection 1b of the Agreement, a review of the needs of the students in the classroom will be conducted, upon the impacted employee(s)' request. Within five (5) contract days of such request made to the building administrator, the impacted employee(s) shall meet with the building administrator and/or Special Services to remedy the load. Such review will be based on the individual and classroom needs of students. Agreed upon additional support shall include timely implementation of one or more of the following remedies:
 - Identification of additional curricular resources and/or training to be provided to the employee
 - Differentiated materials and resources
 - Allocation of additional staff assistant time to the classroom
 - The establishment of a co-teaching arrangement with another certificated staff member
 - Adjustment of class lists and/or schedules
 - Other remedies as may be mutually agreed between the employee and the building principal

In the event the impact to the classroom is not mutually remedied, the matter shall be promptly forwarded to Special Education Labor Management for an Association and District remedy.

2. TRAINING

Training on differentiation and modification of instruction shall be made available to all general education teachers. Such training shall be offered during professional development days or at other mutually agreed times.

SECTION E – Planning Time

1. CO-TEACHING (SPECIAL EDUCATION/GENERAL EDUCATION)

Release time to plan with your co-teacher will be provided as follows: twenty (20) hours each. Substitutes will be provided in four hour increments scheduled at the discretion of the employees. We recognize we will release both special education and general education staff. Every effort will be made to provide common planning periods to improve collaboration with general education teachers around commonly shared students.

2. <u>SPECIAL EDUCATION STAFF PLANNING TIME DUE TO ON-GOING</u> OVERLOAD OR STUDENT NEED.

Specific special education staff (SLP, OT, PT or teachers in an ALC, LSC, DSC, SCIP, DHH, or SLC) shall attempt to schedule bargained planning time. When planning time cannot be scheduled, staff shall meet with building administration to create a schedule that includes the bargained planning time. For intermittent planning time loss, staff may claim missed planning time using a Form A. If bargained planning time cannot be arranged on an ongoing basis through discussion with building administration, contact special services to discuss options and/or arrange a supplemental contract.

3. SECONDARY

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

4. ELEMENTARY

Each full-time classroom teacher, including all Special Education teachers, teaching grades Preschool - 5 shall receive a minimum of 150 minutes preparation time per normal week to come from within the typical student day for the purpose of employee directed planning, holding conferences, and carrying out duties normally associated with their teaching assignments. Employees shall receive an additional 90 minutes per week provided by the early release Wednesdays per the Letter of Agreement regarding the early release schedule. All employees, including all special education teachers, teaching preschool (Early Childhood Center) through grade 5 shall receive a minimum of 240 minutes planning time per week within the normal work day excluding WAC time.

Elementary specialists (PE & Music) and ESA, including all itinerant staff shall receive a minimum of 240 minutes of planning time per week, exclusive of any travel time between sites where classes meet, break time, set-up/take down time (for itinerants), or WAC time.

SECTION F – Missed Planning Time / Coverage for Unfilled Positions

Employees shall not be required to teach or "cover" classes during their planning time, unless there is a legitimate emergency student need in a classroom due to the lack of substitute availability.

An employee shall receive \$35, adjusted annually to the COLA from the state, for missed planning. An elementary specialist, as listed below, required to "cover" a classroom due to a lack of substitute shall instead receive \$100 (adjusted annually to the COLA from the state) in recognition of lost planning and instructional impact, in addition to his/her regular pay.

In an elementary building that has three or more certificated staffed classrooms remaining in a grade level, the building shall divide students equally among these classrooms to assume teaching responsibilities for a classroom lacking a substitute. Impacted employees shall receive the substitute pay (divided in a pro rata share) in addition to their regular pay, to be submitted to Payroll on a Form A.

For grade levels without three or more certificated staffed classrooms remaining, an equitable rotation will be followed to provide coverage for classrooms lacking substitutes at the elementary level. This rotation shall include the following employees (listed in alphabetical order):

- Associate Principal (where available)
- Instructional Coach
- Librarian
- Music Teacher
- PE Teacher

It is understood that any of the above employees may be skipped in the rotation if they have a pre-scheduled evaluation meeting, observation, or other legally required meeting.

No certificated employee shall be asked to substitute during his/her 30 minute duty-free lunch.

Special Education ESA and teacher planning time due to on-going overload or student need.

- i. For SLP, OT, PT, or teachers in an ALC, LSC, DSC, SCIP, DHH, or SLC classroom, it may not be possible to regularly schedule a daily planning time although desired. Please review all options with the building administrator(s) to have your room covered or time set aside in an appropriate manner so staff will receive planning time where they may either leave the room for planning period or be undisturbed. In the room for planning time. If this cannot be arranged through this discussion, staff shall claim missed planning time using a Form A.
- ii. If no one is available to provide this planning time on an on-going basis, then contact EEA and the Director of Human Resources or designee and a discussion will occur about providing a supplemental contract to reimburse for on-going missed planning time.

SECTION G - Classroom Visits

1. NON-DISTRICT EMPLOYEES

To provide non-district employees the opportunity to visit classrooms with the least interruption to the teaching process, the following guidelines are set forth:

- a. Non-district employees interested in visiting the classroom must submit a request 24 hours prior to the proposed visitation.
- Non-district employees may visit classrooms by mutual agreement of the principal and employee after consultation regarding the appropriateness of the visit.
- c. An employee shall have the opportunity to confer with a classroom visitor before and/or after the visit, at the employee's option.

DISTRICT EMPLOYEE(S) WALK-THROUGH

District Employee(s) walk-throughs are non-evaluative, and may only be used for general staff development and coaching data collection. To avoid disruption to the instructional process, walk-throughs consisting of four (4) or more people shall be conducted with permission of the employee.

SECTION H – Professional Development

The District will provide 30 annual professional development clock hours for employees, without payment of a class registration fee.

The District shall pay all fees and/or administrative costs associated with recording clock hours for employees with the Educational Service District 112. Substitutes, per the ESD 112 agreement, are required to pay clock hour processing fees directly to ESD 112.

Any fees for clock hours, provided by organizations other than the Evergreen Public Schools and/or ESD 112, shall be at the expense of the employee.

The District and the Association shall establish a professional development committee which shall meet quarterly throughout the academic year to:

- a. Identify diverse professional development needs and offerings for employees.
- b. Recommend a District offered menu of professional development opportunities.
- c. Identify and publicize professional development opportunities.
- d. Survey employees, as necessary, to discern individual, grade level, subject, and program related professional development needs.
- e. Regularly engage employees in the evaluation of professional development opportunities.

The committee shall consist of four (4) Association appointed representatives, including at least one (1) elementary teacher, one (1) secondary teacher, one (1) specialist, one (1) Special Services representative, and four (4) members selected by the District.

District release time shall be provided for the meetings.

SECTION I – Student Discipline

It is recognized that every employee has the right and responsibility to expect acceptable behavior in the maintenance of a sound learning environment on the part of all students who attend the District's schools. Discipline shall be enforced fairly and consistently regardless of race, creed, sex, or status.

A teacher may exclude from the teacher's classroom or activity area any student who creates a disruption of the educational process or is in violation of the building disciplinary standards while under the teacher's immediate supervision. (RCW 28A.600.020). See *Appendix L* for full text of RCW 28A.600.020 and WAC 180-44-020

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

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

SECTION J – Safety

Each site will provide to employees information on a need-to-know basis pertinent to students' safety and discipline.

SECTION K – Building Budget Review Committee

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

A Budget Review Committee shall be established in each school building and shall meet minimally three (3) times per school year, in September, January, and April. Membership shall be for a school year. The committee shall consist of the principal or administrator, an Association building representative, a specialist, and a representative body of staff members selected by their colleagues as their representatives. Grade levels and/or disciplines are responsible for assuring their representation on this committee. The administrator or designee shall chair the meetings. The administrator shall have the primary responsibility for the administration of the building budget. The committee shall establish a process and timeline for employees to submit, in writing, their needs by March 15 for supplies, materials, and equipment for the following year. At the Cascadia Technical Academy each individual program and staff member will have the opportunity to propose a budget for supplies and instructional materials each year; that budget will be reviewed by an Advisory Committee and the Cascadia Technical Academy Director, prior to review and a final decision made by the Administrative Council.

A monthly financial statement accounting for each school building shall be distributed electronically to the principal. The principal is responsible for disseminating this information to the entire staff. The financial statement shall provide expenses to date, identified by category and remaining balance(s). The term "school building" is defined as any building in which instruction and/or special education assessment takes place.

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

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

In allocating building budgets, the District shall minimally allocate \$2/FTE/student enrolled for library materials to be utilized at the discretion of the Teacher Librarian. The total amount to be allocated toward library materials above this amount will be determined through the building budget committee process.

To the greatest extent possible this committee shall be held during the contracted work day.

SECTION L – Assessment

The Association and District recognize a joint interest in ensuring students are assessed appropriately and in a manner consistent with best teaching practices. The District agrees to meet with the Association at least once a year upon request to review the status of assessments in the District and to discuss whether there may be ways to mitigate the number of assessments or otherwise address any concerns of the

Association related to assessment. Such meeting may occur during a regular labormanagement meeting.

The District shall annually post on their website the state and District mandated assessments and dates.

An essential function of teaching is formative and summative assessment. Assessments that arise from classroom teaching and collaboration are a part of the normal scope of this work. If a building administrator requests creation of a new assessment and/or utilization and implementation of an existing assessment beyond those required by the state, employees will be provided a reasonable amount of time during the regular workday. (e.g. building-directed time or staff meeting) or other per diem paid time designated for scoring and/or creating of the assessment and entering of data (if necessary). Additional pay for such time must be pre-authorized and recorded on a Form A. This provision does not in any way restrict the use of assessments that arise organically in the classroom and are used to evaluate students to inform instruction.

SECTION M - WA-KIDS

The District shall provide as-needed training for all kindergarten teachers who provide WA-KIDS training. Each kindergarten teacher shall receive three (3) release days, with a substitute provided to allow the regular teacher time for test administration and data entry, or at the teacher option, shall be paid three (3) days compensation at the substitute rate.

Student names, as enrolled and assigned to classes, will be entered into TS Gold within a reasonable time frame and accessible to the certificated teacher within a reasonable amount of time following registration.

SECTION N - Highly Capable

The District shall provide as-needed training for all kindergarten teachers who are required to provide highly capable screening. The District Curriculum Department shall annually provide complete kits which include all necessary materials for administering the screening (i.e. consumables, equipment and materials) by September 30 of each year.

SECTION O – Collaboration

The District and the Association are committed to providing certificated employees with a consistent block of collaboration time, allowing them to mutually design work for students, establish student learning plans, review student and instructional materials, and vertically collaborate and integrate.

Collaboration shall focus on student learning around one or more of the four questions:

- 1. What do we want all students to know and be able to do?
- 2. How will we know if they have learned it?
- 3. What will we do if they haven't learned it?
- 4. What will we do if they already know it?

Collaboration may involve working in the following teams: grade level, interdisciplinary, department/subject, full staff, teaching partners, and individual educational plan team(s).

The Association and the District recognize that work expectations for collaboration and professional development should be able to be completed within the allotted collaboration time. It is also recognized that due to the organic nature of collaboration work a team may deem it necessary to work outside of the designated collaboration time.

The work of collaboration teams shall be recorded on a standard form, to be attached as *Appendix M* to this Agreement.

SECTION P – Elementary Collaboration, Planning, Early Release Schedule, and Calendar

1. DEFINITIONS

JA groups - Job Alike groups: Special Education, ELL, Counselors/Social Workers, Psychologists, EXCEL, Nurses, Teacher/Librarians, Reading and Math Specialists, Music, P.E.,

JA Dates - Job Alike dates

2. WEDNESDAY EARLY RELEASE SCHEDULE AFTER STUDENTS DEPART:

WAC - First 30 minutes

Planning Time - Next 90 minutes

Collaboration - Last 45 minutes

3. COLLABORATION EXPECTATIONS

a. First, Third, and Fifth Wednesday

Collaboration time will be directed by the collaboration team. Staff shall submit brief agenda of their own choice and brief notes.

b. Second and Fourth Wednesday

Allocated time shall focus on the building's vision for the year as identified by the Building Leadership Team.

There shall be 30 minutes of WAC time followed by 90 minutes of employee directed planning time. The last 45 minutes shall be for peer collaboration or professional development.

Additionally, on the 2nd and 4th Wednesdays, the 45-minute early release time for collaboration/professional development will be used for Medicaid Due Process work for OT/PT and SLP.

The Building Leadership Team may only reverse the order of planning time with collaboration or professional development in order to accommodate a special speaker. The Building Leadership Team may switch the third Wednesday with the 2nd or 4th Wednesday. Any other deviations from the Elementary Early Release Schedule or Calendar shall require a contract waiver.

e. Job Alike Groups First and Third Wednesdays

On the third Wednesday of every month, small job alike groups will exchange 45 minutes of their planning time and add it to the 45 minutes of collaboration time on the first Wednesday, which creates a 90-minute block of job alike collaboration on the third Wednesday, and a 135-minute block of planning time on the first Wednesday.

d. Job Alike Groups Early Schools Schedule

45 minutes of employee directed planning time will occur first, followed by 30 minutes of WAC/driving time, and then the 90 minutes of job alike collaboration time.

e. Job Alike Late Schools Schedule

30 minutes of WAC/driving time will occur first, followed by 90 minutes of job alike collaboration time, and 45 minutes of individual planning time to be used on site or off site, at your discretion.

Equivalent job-alike time will be provided for Instructional Coaches to collaborate within the normal work day outside of the Early Release Wednesdays.

4. CALENDAR (See Annual Addendum)

The Association and District shall annually mutually schedule the elementary Wednesday collaboration dates for the year.

To the extent that scoring and data entry continue to be required for K-5 assessments, the Association and District shall annually mutually schedule the K-5 Assessment dates, for the 3 months (December, March, and June) of the year, and early release on these Assessment dates will be used to provide time for scoring and data entry of District required common assessments. No other professional development activities are to be scheduled at these times for teachers who are required to score and enter common assessment data. Professional development activities, for all other certificated staff, will be provided either at the District or building level. Teachers who are required to score and input data for District required common assessments will have the discretion to do this work at another time and use this time for their own planning.

SECTION Q – Curriculum

The District Curriculum Review and Instructional Materials Committees shall be responsible for the regular review, revision, purchase, and implementation of curriculum. Teachers shall be afforded professional discretion to use supplemental and cursory materials to meet student needs. Such materials must be relevant to the levels of ability and maturity of the students and to the content of the course and to the purpose of the school system. If a teacher intends to use curricular materials on a regularly occurring basis, she/he will utilize the District Policy and Procedure 2020.

Any time the District pilots, adopts, or fully rolls out new curriculum, appropriate time must be given for introduction, implementation, and professional development relative to the District adopted and related strategies.

The Curriculum Review Committees shall minimally include: subject area coordinators, overseen by the Assistant Superintendent of Teaching and Learning, and six (6) members, jointly recommended by the District and Association and confirmed by the School Board, from the respective major program area and grade levels.

The Instructional Materials Committee (IMC) shall minimally include a balance of elementary and secondary representation, across content and program areas jointly recommended by the District and Association and confirmed by the School Board. All other participants shall be appointed by the Administration or the School Board. Membership and meeting schedules shall be set forth in District Policy and Procedure 2020.

Curriculum will be reviewed on a regular basis, consistent with the Board-adopted process, and will include a common scope and sequence with approved materials to support effective teaching and learning.

The District shall annually provide adequate curriculum and resources, consistent with the decisions of the Curriculum Review and IMC Committees, to meet the goals and objective of classroom lessons and delivery of curriculum.

SECTION R – Multi-level Textbooks and Materials

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

SECTION S – Mentor Teacher Program

The parties acknowledge the District's obligation to administer the Beginning Teacher Assistance Program in accordance with the requirements set forth by the Office of the

Superintendent of Public Instruction. This Section remains in effect only so long as special state funding is provided to cover the costs of the program.

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

1. ALLOCATION OF FUNDS

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

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

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

Each Mentor and Beginning Teacher shall be provided at least three (3) days of release time to be used to facilitate the program in accordance with WAC 392-196-060 (6), (7), and (8).

2. THE SELECTION PROCESS

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

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

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

SECTION T – National Board Certified Teachers

Candidates shall have free photocopying access to print National Board related materials and shall be allowed to access District technology and audio visual equipment and supports. The District shall reimburse each candidate their initial (currently \$75 as of 2016) application fee.

I. ARTICLE IX - EMPLOYEE STAFF REDUCTION AND RECALL

SECTION A – Procedures for Staff Reduction

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

1. <u>DETERMINATION OF VACANT POSITIONS</u>

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

2. CERTIFICATION

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

3. EMPLOYMENT CATEGORIES

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

- a. Elementary teachers will be listed for retention in one category (K-5). Elementary teachers shall include all elementary staff with appropriate certification or endorsement.
- b. Secondary teachers (6-12) will be listed for retention in areas with appropriate certification or endorsement.
- c. Career and Technical Education (CTE) teachers will be listed for retention based upon the teaching area authorized on the teaching certificate.
- d. Other employees will be listed for retention in areas with appropriate certification or endorsement.
- f. All employees on leave will be listed for retention as if they remained in the classroom. All employees on leave are subject to all RIF procedures.

4. RETENTION BY EMPLOYMENT CATEGORY

Each employee will, in accordance with the criteria set forth in Subsection 5 hereof, be listed for retention in their current assignment. Employees shall also

Article IX - Employee Staff Reduction and Recall

be listed for retention in additional areas with appropriate certification or endorsement, provided the employee shall inform certificated personnel, in writing, of those certifications or endorsements.

5. <u>SELECTION WITHIN EMPLOYMENT CATEGORIES</u>

Employees shall be considered for retention in available positions within the employment categories or specialties for which they qualify under Subsection A3. In the event that there are more qualified employees than available positions in a given category, the following criteria shall be used to determine which employees shall be recommended for retention:

- a. Total seniority as an employee shall be the basis for retention for those categories identified in Subsection A3 above. Within each such category the employee(s) having the greater seniority shall be recommended for retention. In the event of a tie, Washington State FTE experience will be the first tie-breaker. In the event ties remain, the employee(s) having the highest number of credits as recorded in the Personnel Office on October 1 of the current school year shall have preference. If ties remain, the employee(s) to be retained shall be determined by drawing lots among the employees who tie.
- b. "Seniority" within the meaning of this paragraph shall mean total FTE years of certificated experience in the State and number of years of out-of-state certificated experience recognized by the District for salary purposes.
- For CTE and ESA employees, up to two years of non-certificated experience recognized by the district for salary purposes shall count toward seniority.
- d. When a program is eliminated, staff members will be reassigned based upon their seniority, certification and/or endorsement.

6. ACTION BY SUPERINTENDENT

The superintendent or his/her designee shall post the seniority list based on an employee's current assignment on eNet no later than February 15 of each year. All employees with certification or an endorsement that would qualify them as eligible to be listed in another area need to notify Personnel in writing by March 1. The provisions of paragraphs A1 through A5 above shall be implemented on or before May 15 of the school year prior to the school year in which any staff reductions may be necessary. The Superintendent shall take such action as may be required by statute to non-renew or adversely affect the employment contracts of affected employees.

7. EMPLOYMENT POOL

All employees who are not retained in accordance with these procedures shall be terminated from employment and placed in an employment pool for possible re-employment for a period of up to 15 months, which would conclude November

Article IX – Employee Staff Reduction and Recall

30 of the year following the lay-off. Employment pool personnel will be given the opportunity to fill open positions within the categories or specialties identified in Subsection A3 for which they are qualified under Subsection A4. If more than one such employee is qualified for an open position, the criteria set forth in Subsection A5 shall be applied to determine who shall be offered such position.

It shall be the responsibility of each employee placed in the employment pool to notify the Superintendent or designee in writing by March 15 in order to remain in the employment pool. If such notification is not received, the employee's name shall be dropped from the employment pool.

When a vacancy occurs for which person(s) in the employment pool qualify, notification from the District to such individual will be via email, text, or voice mail. If no response is received by Certificated Personnel within 24 hours, the notification will then be sent by certified mail or by personal delivery. Such individual will have five (5) calendar days from the receipt of the letter to accept a position. If an individual fails to accept a position of FTE equivalent to that from which they were laid off, such individual will be dropped from the employment pool.

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

SECTION B – Administrative Procedures (See RCW 28A.405.230 for rationale)

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

J. ARTICLE X - GRIEVANCE AND ARBITRATION PROCEDURE

1. DEFINITIONS

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

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

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

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

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

2. PROCEDURE

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

Step 1. If the employee is dissatisfied with the outcome of the informal private discussion(s), he/she may initiate the formal grievance procedure at Step 1 by presenting a *Certificated Educational Employee Grievance Review Request – Appendix N* to the immediate administrative supervisor. A formal conference shall occur within five (5) days of the receipt of the written request by the immediate administrative supervisor. Every effort should be made in the formal conference to develop an understanding of the facts and the issues in order to create a climate which will lead to a solution. Additional formal conferences may be held at Step 1 by mutual agreement between the grievant and the immediate administrative supervisor. Additional conferences shall not alter time lines. A written

response shall be given to the grievant by the immediate administrative supervisor within five (5) days after the initial formal conference and a copy shall be filed with the Superintendent and the Association. The grievant may be accompanied by a representative of the Association and shall notify the immediate administrative supervisor of intent to bring a representative prior to the conference. If the grievant chooses to have an Association representative present, then the immediate administrative supervisor may have another person present.

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

3. ARBITRATION

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

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

4. SUPPLEMENTAL PROCEDURAL CONDITIONS

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

All documents, communications, and records dealing with the processing of grievances shall be maintained in a file separate from the grievant's District personnel file,

Any parties involved in any step may be represented at all stages of the grievance procedure, except arbitration, by a person of their own choosing, except that they may not be represented by a representative or an officer of any competing employee organization. When a grievant is not represented by the Association, the Association shall have the right to be present at all stages.

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

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

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

K. ARTICLE XI - SUBSTITUTE TEACHERS

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

ARTICLE II BUSINESS

ARTICLE III, PERSONNEL

Sections A. DIVERSITY HIRING

- **B. INDIVIDUAL RIGHTS**
- C. RIGHT TO DUE PROCESS AND REPRESENTATION
- D. ACADEMIC FREEDOM
- E. PERSONNEL/MEDICAL FILE
- G. CIVIL SUITS AND PERSONAL PROPERTY LOSS
- L. WORK DAY.

ARTICLE VIII, INSTRUCTION

Sections A. SCHOOL OPENING/STAFF ORIENTATION

- C. EMPLOYEE LOAD
- G. CLASSROOM VISITS
- I. STUDENT DISCIPLINE.

ARTICLE X GRIEVANCE AND ARBITRATION PROCEDURE

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

In the event that a substitute teacher has been blocked from working at a site he/she may request a meeting with the Director of Human Resources or his/her designee.

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

1. REFUSAL OF ASSIGNMENT

A substitute may refuse up to ten (10) assignments, for which he/she is certified per year.

Failure of a substitute to accept any assignment for reasons of emergency or personal or family illness or refusal to replace a striking teacher shall not be considered a refusal of assignment.

2. EVALUATION

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

Bargaining Unit Substitutes in a long-term position of 90 days or more shall be

Article XI – Substitute Teachers evaluated using the Certificated Focused Evaluation.

3. SALARY

The daily rate of pay for bargaining unit substitutes shall be a minimum of 70.84% (2016-2017), 74.23% (2017-2018), 77.62% (2018-2019) of the state minimum teacher's salary. Commencing on the 16th consecutive work day, the daily rate of pay for Bargaining Unit substitutes will be the BA + 0 placement on the Teacher Salary Schedule, retroactive to day one of the assignment. Commencing on the 31st consecutive work day, the daily rate of pay will be the individual's placement on the Teacher Salary Schedule commensurate with years of experience and educational credits.

Any long-term substitute who works sixty (60) days or more shall receive TRI compensation in proration to the number of days worked based off his/her base.

A regular half-day substitute assignment will consist of up to four hours; however, it shall not include more than half the number of full-day class periods at the secondary level. On days when secondary schools are on schedules with shortened periods, substitute teachers who teach more than half the number of shortened periods as would occur on a regular full day or work for four hours or longer will receive the full day substitute rate. The rate of pay for a half-day assignment will be 46.81% (2016-2017). 49.05% (2017-2018), 51.28% (2018-2019) of the state minimum teacher's salary. A full-day substitute assignment which requires switching buildings, and provides coverage for more than one teacher, will be considered two half-day assignments, and will be paid at the daily rate of 80.25% (2016-2017) 84.09% (2017-2018), 87.92 (2018-2019) of the minimum teacher's salary. A regular day assignment of over four (4) hours or over half the number of class periods as would occur in a full day of service shall count as a full day of service.

After a substitute has worked 210 hours (30 full days) in the current school year, the substitute's rate of pay shall be 10% higher than the regular substitute rate, beginning on the first day of the next month in which they work, throughout the current school year.

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

4. SICK/EMERGENCY LEAVE

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

5. ACCIDENTAL ASSIGNMENT

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

Article XI – Substitute Teachers

6. EMPLOYEE WORK YEAR

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

Substitute teachers who are in long-term positions (16 days or more) and are mandated to attend state recognized in-service day(s) and/or District scheduled in-service training(s) shall be compensated at their daily rate of pay.

Building principals shall not require a substitute to supervise another class during scheduled planning time.

In the event a substitute agrees to supervise another class during his/her scheduled planning time, he/she will be compensated at his/her hourly rate of pay.

7. SUBSTITUTE RECORDS

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

Names

Addresses

Phone Numbers

Total Dues This Month

Total Dues Year to Date

Unit Status (yes/no)

Long Term Status

Full Days Worked

Half Days Worked

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

8. HANDBOOK

The District and the Association shall review, no later than April of each year, the substitute handbook.

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

Article	ΧI	 Substitute 	Teachers
ALUGIC.	/\I		I Cacileis

Appendix A – EEA Building Rep and EPS Administration Problem Solving Session

APPENDIX A - EEA Building Rep and EPS Administration Problem Solving Session

Please attach copies of email discussions, letters, final agreement signed by EEA rep and Administration. Building Rep: _____ Date: Administrator: _____ Please describe the issue discussed, noting members involved and resolution or next steps. Upon resolution or elevation to higher level Association representation, submit completed form and supporting documentation to EEA immediately by email or fax (360)944-6960. Any agreement reached during the EEA Rep/Administration problem solving session must comply with current CBA language. EEA Rep Signature _____ Date ____ Administration Signature Date

Send one copy to EEA. Retain one copy for Rep.

(Optional)

Appendix A – EEA Building Rep and EPS Administration Problem Solving Sessi	Appendix A -	 EEA Building 	Rep and EPS	Administration	Problem	Solvina	Session
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APPENDIX B – Dues Authorization Form (WEA ENROLLMENT)

Form available from the EEA Office

Appendix C – Assignment of Wages Form

APPENDIX C – Assignment of Wages Form

ASSIGNMENT OF WAGES FORM

NAME	
ADDRESS	
CITY	ZIP CODE
TO: EVERGREEN PUBLIC SCHOOLS I, the undersigned, hereby authorize you as my employer to deduct from and pay to thec organization such representation fees equivalent in amount to the membersh	
	charitable n amount to the membership dues as ole for the current school year and er unless written notice of revocation n Association between August 1 and that my revocation shall be effective
Signature	Date

APPENDIX D - Teacher Evaluation Report

Name	e:	Aı	nnual		Other	
Schoo	ol:	Comprehe	nsive	1	Focused	
Teach	ning Assignment:		_			
It is n	ny judgment, based upon adopted criteria,	that this teacher's ov	erall pe	rform	ance has	been
(Thi	is must matches the summative rating on the scoring document final) (Unsatisfactory, Basic, Proficient, Distinguished)	during the evaluat report	ion per	iod co	overed i	n this
	_	Principal/Su _l	perviso	r Signa	ature	
	ERION 1: Centering instruction on high	expectations for	U	В	Р	D
stude	ent achievement OVERALL RATING					
2b	Establishing a culture for learning		U	В	Р	D
			l <u>.</u> .	<u> </u>	<u> </u>	
3a	Communicating with Students		U	В	Р	D

Appendix D – Teacher Evaluation Report U В P D **Engaging students in learning** *3c* **Criterion 1 Summary: CRITERION 2:** Demonstrating effective teaching practices U В D **OVERALL RATING** U В D 3b Using questioning/prompts and discussion

Арре	endix D – Teacher Evaluation Report				
4a	Reflecting on Teaching	U	В	Р	D
Crit	orian 2 Summanu				
Crit	erion 2 Summary:				
CRI	TERION 3: Recognizing individual student learning needs and	U	В	Р	D
	eloping strategies to address those needs. OVERALL RATING				
1b	Demonstrating Knowledge of Students	U	В	Р	D
				<u> </u>	

Appendix D – Teacher Evaluation Report U В P D Demonstrating flexibility and responsiveness *3e* U В D Student Growth 3.1: Establish Student Growth Goal(s) 3.1 U В P D Student Growth 3.2: Achievement of Student Growth Goal(s) 3.2

Appe	endix D – Teacher Evaluation Report				
Crit	erion 3 Summary:				
	FERION 4: Providing clear and intentional focus on subject ter content and curriculum. OVERALL RATING	U	В	Р	D
		U	В	Р	D
1a	Demonstrating Knowledge of Content and Pedagogy				
1c	Setting Instructional Outcomes	U	В	Р	D

1d	Demonstrating Knowledge of Resources	U	В	Р	D
1d Demonstrating Knowledge of Resources U B P D 1e Designing Coherent Instruction U B P D 1e Designing Coherent Instruction					
1e	Designing Coherent Instruction	U	В	Р	D
Crite	erion 4 Summary:				
					ļ
					ļ

	TERION 5: Fostering and managing a safe, positive learning ronment. <i>OVERALL RATING</i>	U	В	Р	D
2 a	Creating an environment of respect and rapport	U	В	Р	D

Managing classroom procedures	U	В	Р	D
Transaging succession processing				
	Managing classroom procedures	Managing classroom procedures U	Managing classroom procedures U B I I I I I I I I I I I I I I I I I	Managing classroom procedures U B P

2d	Managing Student Behavior	U	В	Р	D

2e	Organizing physical space	U	В	Р	D
Crit	erion 5 Summary:				
inst	TERION 6: Using multiple student data elements to modify ruction and improve student learning. OVERALL RATING	U	В	Р	D
insti 1f	TERION 6: Using multiple student data elements to modify ruction and improve student learning. OVERALL RATING Designing Student Assessments	U	В	P P	D D
	ruction and improve student learning. OVERALL RATING				
	ruction and improve student learning. OVERALL RATING				
	ruction and improve student learning. OVERALL RATING				

3d	Using Assessment in Instruction	U	В	Р	D
4b	Maintaining Accurate Records	U	В	Р	D
40	Widintulling Accurate Necorus				
	7		I		
6.1	Establish Student Growth Goal(s)	U	В	Р	D

6.2	Achievement of Student Growth Goal(s)	U	В	Р	D
Crit	erion 6 Summary:				
	FERION 7: Communicating and collaborating with parents the school community.	U	В	Р	D
	ERALL RATING				
4c	Communicating with Families	U	В	Р	D
		l			

Crite	erion 7 Summary:				
	ERION 8: Exhibiting collaborative and collegial practices	U	В	Р	D
	sed on improving instructional practice and student learning. **RALL RATING**				
4d	Participating in a Professional Community	U	В	Р	D
<u> </u>					
		U	В	Р	D
4e	Growing and Developing Professionally	0		•	

4f	Showing Professionalism	U	В	Р	D
8.1	Establish Student Growth Goals, Implement, and Monitor Growth	U	В	Р	D
	Growth				
Crit	erion 8 Summary:				

Additional Comments:	
My signature below indicates that I have seen this evaluation. In	t does not necessarily indicate
agreement with the findings.	t does not necessarily maleute
(Teacher Signature)	(Date)
I understand that I have a right to attach a written exp	lanation to my avaluation if I
disagree with the content.	anation to my Evaluation II I

Appendix D – Teacher Evaluation Report	
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Appendix E – Employee's Personal Inventory Form

DATE _____ SIGNED__

APPENDIX E – Employee's Personal Inventory Form

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

		bioyee	
DATE	SIGNED	Principal	
QUANTITY	IDENTIFICATION	DESCRIPTION (Serial #, Name)	ESTIMATED MARKET VALUE

PREPARE IN DUPLICATE: ORIGINAL - PRINCIPAL; COPY - EMPLOYEE

Appendix	E -	Employ	vee's	Personal	Inventory	Form
Appointin	_		,	i Ciociiai	III V CI ILOI Y	1 0111

Appendix F – Notice of Loss and Claim for Reimbursement

APPENDIX F – Notice of Loss and Claim for Reimbursement

For Personal Property Used in the Course of Duty or in Transportation to and from Duty

Name	Location
Home Address	Phone
Description of Personal Property lost	or damaged
Purchased From	Date Purchased
Purchased New □ or Used □ Va	alue or Cost when Purchased \$
Property Value when Lost or Damage (Attach copy of invoice, sales slip,	ed \$ (Deduct Estimated Depreciation) or proof of vaue)
Date Property of Lost or Damaged	
Specific Location of Property when it	was lost or Damaged
Describe in Detail how Property was	Lost or Damaged
	se of Personal Equipment as required:
Principal's Signature	
Was Property insured? Yes □ or No insurance policy that includes the dec	☐ If yes, complete the following and attach a copy of your ductible amount.
Name of Insurance Company	Insurance Agent's Name
Agent's Address	Agent's Phone Number
Deductible Amount on Insurance Poli	cy \$
	PERJURY THAT THIS IS A TRUE AND CORRECT CLAIM FOR MY NO PAYMENT HAS BEEN RECEIVED BY ME ON ACCOUNT THEREOF.
Signature	Date

PREPARE IN DUPLICATE: ORIGINAL - Classified / Certificated Personnel; COPY - Employee

Appendix F – Notice of	Loss and Cl	laim for Reim	bursemen
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APPENDIX G – Request for Draw

(Evergreen Education Association Only)

Today's Date:	First day of work (date):
Number of days pay being red	quested:
Emergency requiring draw (Br	riefly describe):
I certify that I am a teacher ne	w to the profession and have a true emergency as described above
Cignoturo	
Signature.	
Approved by:	
	Director of Personnel
Fo	r Administrative Services Center Use Only
Employee Number	Retirement Plan:
Employee Number.	Netilellelli Flati
Daily rate of pay	x number of days requested =
	x one-half =
3. Gross pay for draw (lesser	of 1 or 2) =
	d from:
4. Account code(s) to be pair	

APPENDIX H – Elementary Center Based Classroom Guidelines

AREA	LEVEL 2	LEVEL 3	LEVEL 4
Academic	 Skill level about one-half of Chronological Age Academic / Pre- Academic skills 	 Skill level about one- fourth of Chronological Age Pre-Academic / Functional Academic Skills 	 Due to limited communication it is hard to determine skill level Pre-Vocational – interaction with environment Require 1:1 instruction
Inclusion Classroom / Community	Classroom without assistanceInclusion academic and social oriented	 Classroom with/without assistance (individualized) Inclusion social oriented 	Classroom with assistanceInclusion social oriented
Self Help / Daily Living	 Teaching daily living skills Toilet Trained Independent eating skills 	 Assisting in daily living skills Toilet or trip trained/diapers Teaching eating skills – eating behaviors 	 Provide daily living skills Diapers or trip trained Teaching eating skills – complete or a lot of physical assistance is needed
Communication	 Express needs-except when frustrated Participates in conversations when prompted Follows one or two step directions 	 Combination of verbal and augmentative communication Benefits from a functional communication system whether verbal or augmentative Follows one or two step directions 	 Non-verbal or limited verbal skills Are developing an augmentative communication system Extreme difficulty following one step directions Non-responsive
Other	May require behavior management plans	May require behavior management plans	 Mobility or Medically Fragile Awareness of environment or other persons is limited

Appendix H - Elementary Cen	ter Based Classroom Guidelines
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APPENDIX I – Secondary Center Based Classroom Guidelines

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

Appendix I - Secondary Center Dased Classiconi Guide	endix I – Secondary Center Based Classroom Gu	uidelines
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Appendix J – Special Education Staffing Formula

APPENDIX J – Special Education Staffing Formula

Special Education Teacher - Staffing Factor Formula Sheet

BUILD	ING	DATE
Studer	nt Count by Student Need Factor	
•	Level 1 Level 2 Level 3	

Appendix J – Special Education Staffing Formul	Appendix J	- Special	Education	Staffing	Formul
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Appendix K – Special Education Staff Assistant Time

SPECIAL EDUCATION STAFF ASSISTANT TIME FOR CLASSROOMS

Assistant time generated by student's level of need in hours per day :

• ECC/ECSEC	x 0.67 =
 Elementary Learning Support 	x 0.2308 =
 Secondary MS Learning Support 	x 0.2142 =
 Secondary HS Learning Support 	x 0.2000 =
• ALC	x 0.43 =
• LSC	x 0.67 =
• DSC	x 1.71 =
 SLC Elementary 	x 1.09 =
SLC Secondary	x 0.80 =
• SCIP	x 1.20 =
 Transition 	x 0.67 =
• K-1	x 0.43 =
Current total #of student's	TOTAL Hrs. generated

Learning support and self contained classrooms will add up the individual level factors for each student with all other students in the classroom to get the total staff assistant time for any given classroom. Students requiring individual (1:1 or 1:2) assistance will be excluded from this calculation.

Appendix K – Special Education Staff Assistant	Lime
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APPENDIX L - RCW 28A.600.020

Exclusion of student from classroom—Written disciplinary procedures—Long-term suspension or expulsion.

- (1) The rules adopted pursuant to RCW 28A.600.010 shall be interpreted to ensure that the optimum learning atmosphere of the classroom is maintained, and that the highest consideration is given to the judgment of qualified certificated educators regarding conditions necessary to maintain the optimum learning atmosphere.
- (2) Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day, or up to the following two days, or until the principal or designee and teacher have conferred, whichever occurs first. Except in emergency circumstances, the teacher first must attempt one or more alternative forms of corrective action. In no event without the consent of the teacher may an excluded student return to the class during the balance of that class or activity period or up to the following two days, or until the principal or his or her designee and the teacher have conferred.
- (3) In order to preserve a beneficial learning environment for all students and to maintain good order and discipline in each classroom, every school district board of directors shall provide that written procedures are developed for administering discipline at each school within the district. Such procedures shall be developed with the participation of parents and the community, and shall provide that the teacher, principal or designee, and other authorities designated by the board of directors, make every reasonable attempt to involve the parent or guardian and the student in the resolution of student discipline problems. Such procedures shall provide that students may be excluded from their individual classes or activities for periods of time in excess of that provided in subsection (2) of this section if such students have repeatedly disrupted the learning of other students. The procedures must be consistent with the rules of the superintendent of public instruction and must provide for early involvement of parents in attempts to improve the student's behavior.
- (4) The procedures shall assure, pursuant to RCW 28A.400.110, that all staff work cooperatively toward consistent enforcement of proper student behavior throughout each school as well as within each classroom.
- (5)(a) A principal shall consider imposing long-term suspension or expulsion as a sanction when deciding the appropriate disciplinary action for a student who, after July 27, 1997:
- (i) Engages in two or more violations within a three-year period of RCW 9A.46.120, 28A.600.455, 28A.600.460, 28A.635.020, 28A.600.020, 28A.635.060, or 9.41.280; or
- (ii) Engages in one or more of the offenses listed in RCW 13.04.155.
- (b) The principal shall communicate the disciplinary action taken by the principal to the school personnel who referred the student to the principal for disciplinary action.
- (6) Any corrective action involving a suspension or expulsion from school for more than ten days must have an end date of not more than the length of an academic term, as defined by the school board, from the time of corrective action. Districts shall make reasonable efforts to assist students and parents in returning to an educational setting prior to and no later than the end date of the corrective action. Where warranted based

Appendix L - RCW 28A.600.020

on public health or safety, a school may petition the superintendent of the school district, pursuant to policies and procedures adopted by the office of the superintendent of public instruction, for authorization to exceed the academic term limitation provided in this subsection. The superintendent of public instruction shall adopt rules outlining the limited circumstances in which a school may petition to exceed the academic term limitation, including safeguards to ensure that the school district has made every effort to plan for the student's return to school. School districts shall report to the office of the superintendent of public instruction the number of petitions made to the school board and the number of petitions granted on an annual basis.

(7) Nothing in this section prevents a public school district, educational service district, the Washington state center for childhood deafness and hearing loss, or the state school for the blind if it has suspended or expelled a student from the student's regular school setting from providing educational services to the student in an alternative setting or modifying the suspension or expulsion on a case-by-case basis. An alternative setting should be comparable, equitable, and appropriate to the regular education services a student would have received without the exclusionary discipline. Example alternative settings include alternative high schools, one-on-one tutoring, and online learning.

[2016 c 72 § 106; 2013 2nd sp.s. c 18 § 303; 2006 c 263 § 706; 1997 c 266 § 11; 1990 c 33 § 497; 1980 c 171 § 1; 1972 ex.s. c 142 § 5. Formerly RCW 28A.58.1011.]

<u>WAC 180-44-020</u> Regulatory provisions relating to RCW 28A.04.120(6) and 28A.58.101 -- Responsibilities related to discipline of pupils.

Teachers shall maintain good order and discipline in their classrooms at all times, and any neglect of this requirement shall constitute sufficient cause for dismissal.

Appendix M – PLC Data Collection

APPENDIX M - PLC Data Collection				
		Date:		
PLC cycle that we focu	used on today(highlic	aht below)		
	1	How will we		
	11011 11111	respond when they		
they are learning:		do learn?		
Calibrate the rubric with student work Discuss trends seen in the sample student calibration Collaboratively score the common assessment Lay's meeting:	Revisit assessment/rubric to elicit student thinking Identify common misconceptions in student work Design interventions based on assessment data Design alternate assessment to address student misconceptions Brainstorm possible scaffolding to assist struggling students Identify entry points for students who may struggle	Revisit assessment/rubric to elicit student thinking Identify opportunities for extension using student work Brainstorm extensions based on data from student work Design assessment for extension of learning		
r.				
1.				
la:	Ideas for future			
	PLC cycle that we focution they are learning? O Calibrate the rubric with student work Discuss trends seen in the sample student calibration Collaboratively score the	PLC cycle that we focused on today(highlighout how will we know they are learning? O Calibrate the rubric with student work O Discuss trends seen in the sample student calibration O Collaboratively score the common assessment O Design interventions based on assessment to address student misconceptions O Brainstorm possible scaffolding to assist struggling students O Identify entry points for students who may struggle Bay's meeting:		

Appendix M – PLC Data Collection

Appendix N – Certificated Educational Employee Grievance Review Request

APPENDIX N-Certificated Educational Employee Grievance Review Request

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

In formally presenting a grievance at Step 1 or Step 2, a new completed grievance

Review Request Form addressor The request form from Step 2 s	ed to the appropriate administrator shall be submitted. hall accompany the Demand for Arbitration in Step 3.
To:	
	Title
Grievant's Name:	
	Title Home Phone
School / Building:	Department;
reviewed the grievance to	tep, indicate by name and title who has officially date as appropriate following completion of each step. dure for adjusting grievances, I have taken the following
Step 1	
Date Conference Held	Immediate Supervisor
Step 2	
Date Conference Held	Administrative Services Center Administrator

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

Appendix N – Certificated Educational Employee Grievance Review Request

 The description of the grievance is: (cite spending specific contents) Agreement, policy, rule, regulation or procedure of has been violated, misinterpreted, or misapplied) 	ecific provision of the Collective Bargaining the District or administration directive which
3. The adjustment sought is:	
Signature	Date

APPENDIX O – In-Service Guidelines Letter of Agreement

Guidelines for In-service, Professional Development, and Early Release Days

Set Up Leadership Team

<u>GOAL</u>: Building leadership team will plan all building professional development related to strategies listed in School Improvement Plan (SIP).

Leadership Team should be an open and representative group with a commitment to and composition of:

Diversity
Open invitation for participation
All subjects/grade levels invited to participate
Itinerant(s)
Department leaders(s)
Administrator(s)

GENERAL GUIDELINES INCLUDE:

- Authentic collaborative group/team work should be the norm. This time is to be used for collaborative work among grade level teams, vertical teams, departments, and job-alike specialists that leads to improved student performance.
- Through the course of the year, no more than ½ of the time will be used in large group sessions.
- Determine the type of activities based on the needs of groups/teams.
- Professional development agendas will be available prior to the meetings.
- Expectations/tasks should be clear and meaningful.
- Plan for the year should be adjusted as needs change based on data and needs of staff.
- Clock hours should be arranged consistent with the CBA.

	Appendix O –	In-Service	Guidelines	Letter	of Agreement
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Calendar Annual Addendum

2016-2017 (9/14/2016) - Revised per new CBA

2016-2017 Elementary

In-service Days

August 24, 25 (Aug 25 – ½ day p.m. SpEd in-service) August 26, 29 – No required work/no waivers to trade for an in-service day.

Work Day (first 2 hours admin. directed) – August 30

State In-service Day - October 14 Non-Contract Day - January 27

Parent/Teacher Conference Days

October 18, 20, 21 February 23,24

Building Directed Professional Development

September 14, 28 October 12, 26

November 9, 30

December 14

January 11, 25

February 8, 22

March 8, 22

April 19

May 10, 24

Testing (state testing dates subject to change)

Smarter Balanced

ELA and Math -3^{rd} , 4^{th} , & 5^{th} grade

- March 6 - June 9

MSP

5th Grade Science

- April 19 – June 2

District Interim Assessment Windows

CMA:

November 14 - December 9 March 6 - March 24 May 22 - June 9

EIRA:

November 8 - December 9 February 27 - March 24 May 12 - June 9

March 29 – teacher PLC directed December 7 – teacher PLC directed May 31 – teacher PLC directed June 7 – teacher PLC directed June 14 – full school day (re: OSPI 1027

requirement)

Job Alike: Special Education, ELL, Counselors/Social Workers, EXCEL, OT, PT, SLP, Nurses, Psychologists, Teacher-Librarians, Reading/Math Specialists, Music & PE

Job Alike Planning

September 7 October 5 November 2 January 4 February 1 March 1

Job Alike Meetings September 21 October 19

November 16 January 18

February 15 March 15

April 26 - SpEd Transition Day

May 17

May 3

2016-2017 MIDDLE SCHOOL			
In-Service Day		Early Release Days for:	
August 24, 25 (August 25 - ½ day pm SpEd in-			
service)		Professional Development	
August 26, 29 – No required work/no waivers to		September 21	
trade for an in-service day.		March 1	
Work Day (1 st 2 hours admin. directed) - August 30			
		Job-Alike Groups	
State in-service October 14		Art, CCTE, Counselors/Social Workers, ELL,	
		EXCEL, Music, Nurses, OT, PE, Psychologists, PT,	
Non-Contract Day – January 27		Reading/Math Specialists, SLP, Special	
		Education, Teacher-Librarians	
Fauly Delegas Davis for		October 19	
Early Release Days for		November 16	
Parent/Teacher Conferences		December 14	
October 18, 20, 21		January 18	
February 23, 24		February 15	
Testing (state testing dates subject to change)		March 15	
Testing (state testing dates subject to change)		April 26 – SpEd Transition Day	
Smarter Balanced		May 17	
ELA & Math		11107 17	
March 6 - June 9			
Water o same s		PE will meet district-wide as a group on all of	
MSP		the above professional development days.	
Grade 8 science		'	,
April 19 - June 2			
Last Day of Trimester	PD/Common Assessment –	Report Card	Report Cards Go Home
December 2	Early Release	Workdays - Early	December 16
March 17	November 16	Release	March 31
June 15 (Early	February 15	December 2	June 23
Release)	May 17	March 17	
	,	June 9	
Professional Development / Common Assessment			

PE is the only content area at the middle school level with a required common assessment.

2016-2017 HIGH SCHOOL

In-Service Day

August 24, 25 (August 25 - ½ day pm SpEd inservice)

August 26, 29 – No required work/no waivers to trade for an in-service day.

Work Day (1st 2 hours admin. directed) - August 30

State in-service October 14

Non-Contract Day – January 27

Testing (state testing dates subject to change)

Smarter Balanced ELA and Mathematics

Interim tests: Available all year

Fall Retakes: November 1 – 18 (Grades 11 & 12) Spring Testing: March 6 – June 9 (Grades 10 – 12)

EOC Math and Biology

Winter Retakes: January 3 – February 3

(Grades 11 & 12 only) Spring Testing: May 8 – June 9

(Math Grades 11 & 12 only, Biology Grades

9* - 12)

*9th grade students must be currently enrolled in a

Biology class to take the test

Early Release Days for:

Professional Development

September 21 March 1

Job-Alike Groups

Art, CCTE, Counselors/Social Workers, ELL, EXCEL, Music, Nurses, OT, PE, Psychologists, PT, Reading/Math Specialists, SLP, Special Education, Teacher-Librarians

Job-Alike Meetings

October 19
November 16
December 14
January 18
February 15
March 15
April 26 – SpEd Train

April 26 – SpEd Transition Day May 17

PE will meet district-wide as a group on all of the above professional development days.

Last Day of Semester January 26 June 15 (Early Release) November 16 February 15 May 17 PD/Common Assessment - Early Release November 16 February 25, 26 June 14, 15 Report Cards Go Home February 10 June 23

Professional Development / Common Assessment Scoring/Professional Dev. Early Release on the above dates is to provide time for scoring and data entry of district required common assessments. No other professional development activities are to be scheduled at these times for teachers who have required common assessments. Professional development activities, for all other certificated staff, will be provided either at the district or building level. Teachers who are required to score and input data for district required common assessment will have the discretion to do this work at another time and use this time for their own planning.