ARTICLE I — ADMINISTRATION

SECTION 1. PREAMBLE

This Agreement is by and between the Easton School District No. 28 and the Easton Education Association which is affiliated with the Washington Education Association and the National Education Association. The hours, wages, terms and conditions of employment contained herein have been bargained and agreed to in compliance with the provisions of RCW 41.59, the Educational Employment Relations Act.

SECTION 2. DEFINITION OF TERMS

As used in this Agreement, the following words will have the following meanings unless the context in which they are used shall clearly indicate another meaning:

A. District shall mean the Easton School District No. 28, Easton, Kittitas County, Washington.
B. Board shall mean the Board of Directors of the District as the governing body of the District.
C. Association shall mean the Easton Education Association, which is affiliated with the Washington Education Association and the National Education Association.
D. Employee shall mean a member of the bargaining unit.
E. Parties shall mean the District and the Association as co-signers of the Agreement.
F. Agreement shall mean the Collective Bargaining Agreement signed by the parties.
G. Day shall mean school day except during summer when it shall mean District Office work day.
H. Superintendent shall mean the chief administrator of the District.
I. President shall mean the presiding officer of the Association.
J. Contract shall mean the individual signed contract issued to each employee.
K. Act shall mean RCW 41.59, the Educational Employment Relations Act.
L. OSPI shall mean the Office of the State Superintendent of Public Instruction.
M. Principal shall mean building administrator.
N. Co-Curricular shall be defined as positions that must be performed by a certificated employee. Co-curricular positions may include, but are not limited to, program director and yearbook supervisor.
O. Extended Contract shall be defined as time worked beyond the 7 1/2 hour work day and/or the contracted work year.

P. Administration shall mean Superintendent and/or Principal
SECTION 3. RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining representative for all full-time or part-time certificated personnel whether under contract, on leave, or leave replacement employees and employed by the Board. Such representation shall exclude the Superintendent, and other administrative employees employed by the Board.

SECTION 4. STATUS OF AGREEMENT

A. Any individual contract between the District and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

B. This Agreement shall become effective when ratified by the Board and Association and executed by authorized representatives thereof, and may be amended or modified only with written mutual consent of the parties.

C. This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.

D. Nothing contained in this Agreement shall be construed to deny or restrict to any employee rights he/she may have under the Revised Code of Washington, Chapter 28A. or other applicable laws and regulations.

SECTION 5. CONFORMITY TO LAW

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement, or any application of this Agreement to any employee or groups of employees covered hereby, shall be found contrary to 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.

SECTION 6. DISTRIBUTION OF AGREEMENT

A. Following ratification signing of this Agreement, the Association shall design, prepare the camera-ready copy, and print this Agreement. The District shall review the camera-ready copy prior to printing. The cost of printing and distributing of the Agreement shall be borne equally by the Association. The district shall place a PDF copy of the contract on the district website. Ten additional copies shall be provided to the Association and the District. All employees new to the District shall be provided a copy of the Agreement by the District upon
issuance of their personal service contract and such Agreement shall be available for review to the district office by all applicants for teaching positions.

B. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association.

SECTION 7. SUBSTITUTES

A. Recognition. Substitutes in an assignment of at least twenty (20) consecutive days in the same classroom in a school year or who have worked more than thirty (30) days in one classroom during the current school year shall be placed on the base of the certificated salary schedule and are also considered members of the bargaining unit. The following Articles and Sections of the contract shall not apply to substitutes, or the application will be modified as indicated.

B. When no other substitutes are available, it shall be the responsibility of the Administration to secure in-house substitutes for employees who will be absent for full or partial days.

C. In all cases of approved leaves from the classroom, every attempt shall be made to obtain a substitute for the teacher taking leave.

D. Recognizing that para-pros are an integral part of the classroom teaching environment, a classified substitute pool will be maintained. Any certified substitutes who substitutes for a classified employee be paid at the classified substitute rate.

Article I Administration

Section 6. Distribution of Agreement.
Upon notification of the District by the Association, Substitutes who are recognized by the bargained Agreement shall be provided copies of the ratified Agreement.

Article IV Evaluation/Probation.

Will apply to substitutes who work in the same position for more than 45 days. Any substitute may request that an administrator observe their work and provide an evaluation.

Article VII Leaves.
A substitute who is placed in a long-term substitute position will earn one (proportional) day of sick leave for each month of service in this position. This leave will not carry over and can only be used for the purpose of illness, emergencies and bereavement during the period of the actual assignment. Long-term substitutes will earn one day of personal leave after 90 days.

Article VIII
Section 2 - Work Year
Section 3 - Payments
Substitute Employees will be paid for days worked through the end of the month on the last working day of the next month.
Section 7 – Insurance
Section 8 - Staff Development
B. It shall be the responsibility of the Administration to secure all in-house substitutes for employees who will be absent for full or partial days, and for whom hiring a substitute is neither feasible nor possible.
ARTICLE II — BUSINESS

SECTION 1. MANAGEMENT RIGHTS

The Board shall continue to have the exclusive right to manage the affairs of the District as stipulated by the statutes of the County of Kittitas, the State of Washington, and of the United States, provided that the wages, hours, terms and conditions of employment stipulated in these statutes and within this Agreement are adhered to.

SECTION 2. ASSOCIATION RIGHTS

A. A faculty bulletin board, school mailboxes and email may be used for distribution of Association communications, so long as such communications are labeled as Association materials and do not constitute an unfair labor practice.

B. School facilities and equipment may be used for Association business at reasonable times provided that such business shall not interfere with normal school operations or employee's scheduled duties. The Association shall pay for the cost of all materials and supplies used.

C. The use of school buildings shall be scheduled with the Superintendent's office.

D. The Association shall be responsible for damage resulting from their use of facilities and equipment.

E. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

F. The Board agrees to provide the Association all information that is currently in place and is a matter of public record, or any information that would assist the Association in the conducting of investigations related to the processing of grievances, member representation, or the maintenance of contract standards. District attorney/client communication and items that are permissible for discussion during executive sessions of the School Board are exempt from investigation. Employees and the District have the right to seek counsel to defend themselves.

SECTION 3. DUES DEDUCTIONS

A. Prior to the student's first day of each school year, the Association shall give written notice to the Board of the dollar amount of dues and assessments of the Association, including the National Education Association and the Washington Education Association, which dues and assessments are to be deducted in the coming school year under all payroll deductions. The total for these deductions shall not be subject to change during the school year.
B. The deductions authorized shall be made in twelve (12) equal amounts from each paycheck beginning the pay period in September through the pay period in August of each year.

The Board agrees promptly to remit directly to the Washington Education Association all moneys so deducted, accompanied by a list of employees from whom the deduction has been made. A duplicate list, upon request, shall be promptly provided the Association as receipt for said transaction.

C. The Association agrees to reimburse any employee from whose pay dues and assessments in excess of the authorized amount were deducted, providing that the Association or its affiliates actually received the excessive amount.

D. The Association will indemnify, defend and hold the District harmless against any claims made and against any suit instituted against the District on account of payroll deductions or representation fees authorized by the Association.

E. REPRESENTATION FEES. No member of the bargaining unit will be required to join the Association; however, those employees who are not Association members, but are members of the bargaining unit, will be required to pay a representation fee to the Association. The amount of the representation fee will be determined by the Association, and transmitted to the business office in writing. The representation fee shall be an amount less than the regular dues for the Association membership. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit.

F. In the event that the representation fee is regarded by an employee as a violation of their right to non-association, such bona fide objections will be resolved according to the provisions of RCW 41.59.100, or the Public Employment Relations Commission.

SECTION 4. NO STRIKE - NO LOCK OUT

During the duration of this Agreement, the Association and its members shall not take part in a strike or work stoppage, and the District shall not initiate a lockout of its employees.
ARTICLE III — PERSONNEL

SECTION 1. EMPLOYMENT

The Board shall in all instances employ teachers who are properly credentialed in accordance with applicable state laws, Washington Administrative Code, and by such other requirements as specified by the Office of the State Superintendent of Public Instruction. Non-certificated personnel shall not be assigned to perform a preponderance of work in the instructional setting (classroom) which will substitute and/or replace an employee in his/her assignment or employment. All employees shall be placed on the annual salary schedule in accordance with the criteria for salary schedule placement as contained in the Collective Bargaining Agreement.

SECTION 2. EMPLOYMENT CONTRACTS

A. INDIVIDUAL EMPLOYEE CONTRACTS. The District shall provide each employee a contract in conformity with Washington State Law, State Board of Education regulations, and this Agreement by May 30. Signed copies of an individual employee contract shall be returned to the District within ten (10) days. Individual contracts for employees of the District, if issued while negotiations are in progress, or before the state salary allocation schedule is determined, shall be accompanied by a statement that they will be adjusted when the Agreement is reached and/or the state salary allocation schedule is determined. Two (2) copies of the contract, signed by the Superintendent, will be given to the employee each year for signature. One (1) copy is retained by that employee at the time it is signed, and one copy is forwarded to the District Office to be processed according to law and placed in the employee’s personnel file. Adjustments to an individual’s salary placement will be made in accordance with the state salary schedule upon submission of transcripts and/or verification of appropriate employment by October 1.

B. RELEASE FROM CONTRACT. Employees shall be released from their individual employee contract if a letter of resignation is submitted to the Board by July 15. Beginning July 16, employees shall be released from their individual employment contract provided that the Board posts the vacant position and is able to find a suitable replacement. Employees who plan to retire or seek employment elsewhere will make every effort to inform the District by the end of the school year of their plans to leave.

C. EXTENDED CONTRACTS. Extended contracts may be issued throughout the year as a specific activity commences as mutually agreed upon by the Association and District. Any employees contracted for days in excess or in addition to the number of work days provided for in this Agreement shall receive additional compensation at the individual’s per diem rate.

The District will, prior to the end of the school year, notify those employees holding extended contracts of its intent to offer, or not to offer said employees, (providing the position can be offered) the same extended contract for the ensuing school year. It is understood that the extended contracts are exempt from the continuing contract provisions of

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the law. If the ensuing year’s extended contract is for a reduced number of days, the workload impact will also be proportionately reduced. Extended contracts include, but shall not be limited to: Technology Coordinator, Special Education Coordinator, Counselor, Vocational Education.

D. **CO-CURRICULAR CONTRACTS.** Co-curricular employee contracts, if offered, may be issued upon mutual agreement between the Association and the District, as listed in Appendix B.

The District will, prior to the end of the school year, notify those employees holding co-curricular positions of its intent to offer, or not to offer said employees the same co-curricular contract for the ensuing school year. It is understood that the co-curricular contracts are exempt from the continuing contract provisions of the law.

**SECTION 3. EMPLOYEE RIGHTS AND RESPONSIBILITIES**

A. There shall be no discrimination against any employee or applicant for employment by reason of race, creed, color, religion, marital status, sexual orientation, gender, age, national origin or membership in employee organizations or the presence of any sensory, mental or physical handicap except as required in accordance with this agreement or as otherwise provided by the Americans with Disabilities Act (ADA) and/or the Age Discrimination in Employment Act (ADE.)

B. Any complaint made against a teacher or person for whom the teacher is administratively responsible, by any parent, students, or other person will be promptly called to the attention of the teacher. Any complaint (except for criminal investigations) not called to the attention of the teacher within five (5) working days may not be used as the basis for any disciplinary action against the teacher.

C. Employees shall comply with all District policies, rules, regulations, and the requirement of all statutory laws and administrative codes.

D. The employee shall have the authority and responsibility to determine grades and other evaluations of students. No grade or evaluation shall be changed by anyone other than the employee.

E. Employees shall be responsible for the supervision of school property and for the supervision of students under school-related circumstances.

F. The employee’s position shall not be privileged as to his/her responsibility for statements which are libelous, slanderous, or which in any way violate the civil rights of others.

G. Employees shall be entitled to full rights of citizenship and no religious or political activities outside of the classroom or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee.

H. The provisions of this Agreement shall be applied without regard to race, color, religion, creed, national origin, age, gender, marital status, sexual orientation, membership in employee organizations, or the presence of any sensory, mental or physical handicap except as required in accordance with this agreement or as otherwise provided by the Americans with Disabilities Act (ADA) and/or the Age Discrimination in Employment Act (ADE).
I. The District and the Association recognize the right of all employees to work in an environment free from sexual harassment (including bullying and/or intimidation). Sexual harassment (including bullying and/or intimidation) will not be tolerated or condoned. It will be the responsibility of the District to investigate and take action regarding sexual harassment (including bullying and/or intimidation) complaints.

J. No mechanical or electronic device shall be used in any classroom or brought in on a temporary basis by means of which a person shall be able to listen or record the procedures in any class without prior knowledge of the teacher.

SECTION 4. DUE PROCESS

A. No employee shall be warned, reprimanded, or disciplined without just and sufficient cause. Any information discovered during the preliminary investigation will be placed in an investigative file. If an employee is to receive formal discipline, such discipline shall be in private and all charges and information must be provided to the employee in writing. In addition, the District agrees to follow, when appropriate, a policy of progressive discipline.

B. The District will notify the Association of any District investigation or potential disciplinary action to be taken against an employee.

C. When an employee is formally questioned by a supervisor for the purpose of seeking information which may be used as the basis for a written reprimand, suspension, discharge or non-renewal, the employee shall be advised that he/she is entitled to request and to have a representative of the Association or legal representative present at any meeting relating to such discipline. In addition, the employee will be given at least forty-eight (48) hours and full disclosure of information before attending any meeting that could affect his or her employment status.

D. Any written complaint not called to the attention of the employee within five (5) days of receipt of the complaint by the Administration may not be used as the basis for any disciplinary action against the employee except in cases of criminal investigation.

E. An employee has the right to face his/her accuser(s) and to cross-examine witnesses in hearings.

F. This provision shall specifically extend to all extended day and extended year employee contracts.

G. In the event an employee is non-renewed or discharged, the employee may grieve under the grievance procedures or request a hearing in accordance with RCW 28A.405.210 or RCW 28A.405.300/RCW 28A.405.310.
SECTION 5. PERSONNEL FILES

A. Employees or former employees shall upon request have the right to inspect all contents of their complete personnel file kept within the District as well as non-confidential employment references leaving the District. Anyone, at the employee’s request, may be present during this review. Upon request, a copy of any documents contained therein shall be afforded the employee at cost, if any. No secret, alternate, electronic or other official personnel file shall be kept anywhere in the District. The Administration may maintain a separate working file for employees provided that its content is subject to review by the employee. This working file shall be destroyed at the end of each school year. A separate file for processed grievances, if any, shall be kept apart from the employee’s personnel file.

B. Any derogatory material not shown to an employee within five (5) working days after the District’s knowledge shall not be allowed as evidence in any grievance or in any disciplinary action against such employee.

C. No evaluation, correspondence, or other material making derogatory reference to an employee’s competence, character, or manner shall be kept or placed in the personnel file without the employee’s knowledge and exclusive right to attach his/her own written comments. Before such material shall be placed in the employee’s personnel file, he/she shall sign a statement affirming that he/she has received a copy of the material.

D. All information forming the basis for any warning, reprimand, discipline, or adverse effect shall be limited to matters and events occurring during the previous three (3) years with the exception of those matters which involve child and sexual abuse, sexual harassment, criminal activities, or contact with a minor for illegal purposes, and shall then be expunged upon the employee’s request.

E. Upon request by the employee, the Superintendent or his/her official designee shall sign an inventory sheet to verify contents of the personnel file at the time of inspection by said employee. All inspections shall be scheduled with the Superintendent or designee and made in the presence of the Superintendent or the Superintendent’s designee.

SECTION 6. EMPLOYEE PROTECTION

A. The District shall provide liability insurance covering injury to employees and their property, and insurance protecting employees from loss or damage of their personal property incurred while engaged in the maintenance of order and discipline and the protection of school personnel and students, and the property thereof when it is deemed necessary by such employees as outlined by RCW 28A.405.370.

B. Any case of a verbal, written or physical assault (including inappropriate postings on Facebook, Twitter, or other social networking sites) upon an employee shall be promptly reported to the Superintendent, and if necessary, the police, or designee who will render assistance to the employee in connection with handling of the incident by law enforcement authorities. Assaults and insults shall be dealt with as specified by RCW 28A.635.010, RCW28A.635.020, RCW28A.635.030, RCW28A.635.090, RCW28A.635.100, RCW 10.31.100 (10), RCW 9A.84 as revised, as appropriate.
C. Employees may restrain a student as is necessary to protect him/herself, a fellow employee, a teacher, an administrator, or another student from attack, physical abuse or injury, or to prevent damage to district property. The District will provide training in legal restraint methods and in de-escalation techniques.

D. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being. The Board agrees to comply with all applicable provisions of the Washington State Industrial Safety and Health act.

E. The District shall notify employees before placing in an employee’s class or caseload students known to the District as having documented student behavior problems or presenting likely security or safety problems. Where appropriate, a behavior plan will be developed as soon as reasonably possible.

F. No employee shall be required to dispense or administer medication to students. Appropriate training shall be provided for those employees who volunteer to dispense or administer medication to students.

G. Employees shall be informed of documented student health issues and preexisting conditions (such as seizures, asthma, etc) prior to placement of the student in the class. In addition, documentation must be provided showing that students new to the district have received required immunizations before the student may be placed in the classroom. Reference: WAC 392.182.020.

SECTION 7. ASSIGNMENT VACANCIES AND TRANSFER

A. Definitions

1. **Assignment** - An individual’s current position

2. **Vacancy** - A position that has been vacated and is scheduled to be refilled or one which has been newly created

3. **Reassignment** - A change to another teaching position within the same grade level configuration (K-6, 7-12) or subject area not taught in the past 3 years

4. **Transfer** - A change to another grade level (K-6) or subject area not taught in the past 3 years
   a. A voluntary transfer is one initiated by the employee
   b. An involuntary transfer is one initiated by the administration

5. **Seniority** - The seniority of employees within the bargaining unit shall be established as of the date of employment in the Easton School District

6. **Qualified** - As used in this section shall mean appropriate certification or demonstrated past successful experience at the grade level or subject matter; or undergraduate or post graduate course work in the area being applied for
7. **Deficient** - As used in this section shall mean a person who does not have a major or is not endorsed in the subject or grade area.

8. **Preference** – As used in this section shall mean internal applicants shall be transferred to an open or newly created position unless the demonstrable experience and qualifications of any outside applicant is greater.

**B. ASSIGNMENT AND TRANSFER DEFINED**: Employees will be assigned or transferred first on the basis of the needs of the District, second on the basis of the employee’s qualifications, experience, and third on the expressed preference of the employee. Employees who are reassigned shall have an opportunity to conference with the Superintendent regarding the reasons for reassignment.

**C. HOW EMPLOYEE IS CONTACTED AND REIMBURSED**: Employees shall be personally contacted by the Administration regarding their teaching assignments for the ensuing school year. In addition, employees shall be notified in writing no later than the end of the school year of any reassignment or transfer in their teaching assignments for the ensuing school year. The employee shall be given, at per diem pay, three days preparation time for each transfer or reassignment. The District will reimburse an employee a maximum of $1,000.00 for approved courses taken to upgrade his/her skills when being transferred to a grade level or subject area in which the employee is deficient. The courses will be taken in a time period not to exceed two years of the transfer or reassignment. Transfers or reassignments related to RIF and/or returning from a leave of absence are exempt.

**D. HOW POSITIONS ARE CHOSEN**: For vacated or newly created positions, full time and/or part time employees shall be given preference over equally qualified applicants from outside the District. For the purposes of this section, qualified shall mean appropriate certification; demonstrated past successful experience at the grade level or subject matter; undergraduate or post-graduate course work in the area being applied for; a major in the area being applied for; and mutual agreement between the District and the employee that said transfer is in the best educational, professional and/or personal interests of all involved. Preference shall be given to an internal employee. If an internal employee is not chosen for the vacant or newly created position, the District will explain in writing to the employee why he/she was not chosen for the position.

**E. HOW POSITIONS ARE ADVERTISED**: Vacancies on the professional staff will be filled according to the following considerations: All vacancies and new positions, including summer school and co-curricular activities, shall be publicized to the staff and Association through a written notice which shall be distributed to each employee. This notice shall be given as far in advance of the opening of any vacancy or new position as possible. Said notice of vacancy or new position shall clearly set forth the qualifications for the position and the procedures for applying. Public notice of positions open may be released concurrently with in-District posting. Qualified in-district applicants will receive first consideration for all vacancies.
ARTICLE IV - EVALUATION/PROBATION

SECTION 1. CERTIFICATED STAFF EVALUATION

A. PURPOSE FOR EVALUATION. In accordance with the laws of the State of Washington, this evaluation has been constructed as a tool for the improvement of the teaching process, thereby increasing the quality of education for children in the Easton School District.

B. EVALUATION AND PROCEDURE - RESPONSIBILITY FOR EVALUATION.

The Superintendent’s designee shall be responsible for the evaluation of employees.

C. EVALUATION CRITERIA. Each employee shall be evaluated in accordance with the criteria appropriate to the employee’s position and in accordance with WAC 392-191-010 and WAC 392-191-020. Evaluations required or permitted shall be documented on the evaluation report form appropriate to the employee’s position.

D. REQUIRED EVALUATIONS.

1. All new employees shall be observed for a minimum of thirty (30) minutes within the first ninety (90) calendar days of the commencement of their employment.

2. Evaluators will use either of the teacher evaluation criteria form(s), located in appendices D-1 or D-2.

3. SHORT FORM: After an employee has four years of satisfactory evaluations, the evaluator may use a short form of evaluation.

4. All employees, including new employees, shall be evaluated at least once annually. Such evaluations are to be completed no later than June 1 of the year in which the evaluation takes place, provided those employees placed on probation shall have had their evaluations completed by January 15.

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

6. If the evaluator contemplates recommending that an employee be placed on probation, an evaluation shall be completed no later than January 15.
E. MINIMUM OBSERVATION TIME. During each school year the employee shall be observed at least twice for the purpose of evaluation in the performance of his/her assigned duties. Total observation time for each employee for each school year shall be no less than sixty (60) minutes. At least one observation shall be a minimum of thirty (30) minutes, and at least one observation shall be planned in advance. The evaluator will give the employee at least two weeks notice prior to scheduling the planned observation.

F. OBSERVATION PROCEDURES. Following each observation or series of observations, the evaluator shall document the results in writing and shall provide the employee with a copy of the report and an opportunity for a conference with the evaluator within three (3) school days after such a report is prepared. The observation report shall include areas of needed improvement along with a clear description of the problem, detailed recommendations for improvement and specific acceptable levels of performance.

1. Each evaluation report required under "Required Evaluations" above shall be promptly forwarded to the school district's personnel file. Additional evaluation reports other than those required under "Required Evaluations" shall not be filed in the employee’s personnel file without the employee’s consent. The distribution of the evaluation report shall be as follows: original to be filed in the personnel file of the employee and the second copy to the employee.

SECTION 2. PLAN OF IMPROVEMENT

A. PRE PLAN OF IMPROVEMENT PERIOD. As soon as it becomes apparent in the opinion of the evaluator, and no later than January 15, that a plan of improvement status is imminent, the evaluator must hold a conference with the employee. This shall be a joint effort to resolve matters relating to the performance of the employee before a formal plan of improvement period is instituted. In all conferences beginning with this pre plan of improvement period, the employee shall have the right to Association representation.

B. ESTABLISHMENT OF PLAN OF IMPROVEMENT. If a certificated employee is to be placed on a plan of improvement, the evaluator will notify the employee after October 15, but before January 20 and ending on or before May 1 of the current school year. The employee shall be notified in writing of the specific areas of deficiencies along with a reasonable program for improvement. The plan of improvement period shall be sixty (60) student days.

C. EVALUATION DURING THE PLAN OR IMPROVEMENT PERIOD

The employee’s evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the employee’s progress.

The evaluator may authorize, with the collaboration of the employee, one additional certificated professional to mentor the employee and to aid the employee in improving his or her areas of deficiency. Mentors shall give input to the evaluator only in the presence of the employee.
D. EVALUATORS’ POST PLAN OF IMPROVEMENT DETERMINATION.
The Evaluator shall determine whether or not the performance of the employee has improved and shall set forth one of the following recommendations to the Superintendent for further action:

1. That the employee be removed from plan of improvement status if he/she has demonstrated improvement in those areas specifically detailed in his/her plan of improvement; or

2. That the employee be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year if he or she has not demonstrated sufficient improvement in the stated areas of deficiency detailed in the plan of improvement.

This reassignment may not displace another employee nor may it adversely affect any employee on a plan of improvement in regards to compensation or benefits for the remainder of the employee’s contract year.

If such reassignment is not possible, the district may place the employee on paid leave for the balance of the contract term; or

3. That the employee be subject to non-renewal of contract following the probationary period.

E. ACTION BY THE SUPERINTENDENT. The Superintendent will review the evaluator’s recommendation and shall take appropriate action to implement such recommendation.

F. ACTION BY THE EMPLOYEE. In the event of non-renewal, the employee has the right to the grievance procedures or may request a hearing as provided in RCW 28A.405.210 or RCW 28A.405.300/RCW 28A.405.310.

SECTION 3. PROFESSIONAL GROWTH PROGRAM

The District and the Association believe that professional growth best occurs in a collaborative, risk free environment in which the employee and his/her supervisor are both committed to the pursuit of excellence. The primary focus of Professional Growth is to encourage employees to recognize their responsibility for their own professional growth as staff. The purpose of this section is to provide employees the opportunity for self-initiated goal setting and self-evaluation in the context of: established district academic goals, curricula, innovation, peer sharing and administrative support, separate from the evaluation system currently used.

All teachers will have the professional growth option explained to them by their site administrator or designee. An interest survey will be offered to them, and employees interested in participating in the Professional Growth Plan in the following year will complete and return the survey to their site administrator. Employees may choose to work in teams, department groups or by grade levels for goal setting and attainment.
Any unused expense money shall be rolled over for ensuing years up to a limit of $3,000. The maximum number of teachers per site per year will be three (3) unless that number is extended by the site administrator. If more than three (3) people per site indicate interest, a lottery will be conducted by June 1 to determine participants.

Following the establishment of a growth plan, the employee will take the primary responsibility for monitoring his/her own professional growth with respect to the plan. However, peer involvement in achieving Professional Growth goals is encouraged. Colleagues or other outside professional sources may be used for observations, data collection or as collaborators.

At certain "check point" times during the year, agreed to at the initial meeting between the administrator and the employee, the employee will report and discuss collaboratively progress made toward achieving the established goals. The purpose of these meetings is to provide information and shall not be evaluative in nature.

The Professional Growth Plan, records and/or portfolios developed as a result of an employee’s participation in a Professional Growth Plan, shall be the sole property of the employee and shall not be retained in the employee’s personnel file without the employee’s permission or used by the District in its formal evaluation.

If funds are available, the District may reimburse a staff member for approved expenses up to $1,500.00 for Professional Growth Plan related expenses and shall provide three release days for projects related to Professional Growth, such as National certification or higher education. Applicants for the program shall equitably share the total. In the event that only one applicant applies, he/she will be entitled to the full amount, to the extent of the amount spent. Four years experience in the State of Washington is required of applicants in the Professional Growth Program.
ARTICLE V - LAYOFF AND RECALL (RIF)

SECTION 1. REDUCTION IN FORCE POLICY

The District insofar as possible shall protect the professional integrity of all certificated employees whose contracts are not renewed. Non-renewal of contracts shall not reflect in any way or be considered as a comment on professional competency or ethics. In no case may a Reduction in Force (RIF) occur for the purpose of wrongfully terminating a teacher. The District will notify the Association if a Reduction In Force is anticipated for the upcoming school year. This notification shall be on or before May 1, or as soon as the legislature has established funding.

SECTION 2. REDUCTION IN FORCE PROCEDURE

When a reduction in the District’s staff is expected for the coming year due to a loss of students in attendance, or change in the educational program or loss of funds, the following procedure will be used:

A. The District shall determine the area, subject, or program that will lose staff positions for the coming year. Legal notices shall be sent as soon as possible (in all cases, prior to May 15) to the affected individuals.

B. The Board and administrative staff will determine how many staff positions in the area, subject, or program to lose units are planning to retire, resign, or go on leave for the coming year. That number may reduce the amount of staff members to be laid off for the coming year. Seniority for the purpose of layoff and recall shall be determined on the following basis:

1. First criteria: length of time as a certificated employee in the state of Washington.


3. In the event of ties: the original date of employment as determined by date on the employee’s personal service contract with the District.

C. An employee with seniority to be laid off who is certificated or holds a major or minor in another subject area or subject, or has one year experience in another subject area or subject, shall have the right to the position in such area or subject. If a major or minor or experience is not held by the employee in the particular assignment, the employee will be given the opportunity to obtain academic credit to become endorsed or complete a major or minor in the assignment area within a twelve (12) month period following the RIF.
D. Laid-off employees shall have first option for accepting re-employment on a seniority basis for vacancies for which they are qualified as specified in paragraph 2C above. No new employees shall be employed for an area, subject, or program until all employees laid off from such assignment have been provided with the opportunity of filling the positions.

E. Laid-off employees shall be placed in an employment pool for re-employment for a period extending to the commencement of the first school year after that for which they were non-renewed, or for three (3) additional school years if requested in writing, on or before April 1, preceding such year.

F. If any certificated employee in the employment pool desires to be considered for substitute work, he or she shall advise the Board in writing. Any such person shall then be given first priority in a substitute pool.

G. Employees shall have the right to continue any and all insurance coverage provided that he/she pays his/her own premium as long as COBRA is available.

H. Upon re-employment, all rights related to salary, fringe benefits, and seniority, shall be fully restored.

I. In the event consolidation with another school district is contemplated, representatives of the Easton Education Association will be included in all negotiations concerning placement of employees, lay-offs and RIFs.

J. Where revenues are categorical and depend on actual expenditures rather than budgeted amounts, every effort will be made to maintain these programs, where reasonable, to the limit of their categorical support. (e.g. Vocational Education, federally supported programs.)

SECTION 3. ACTION BY THE EMPLOYEE.

In the event an employee is laid-off in accordance with this Agreement, said employee shall have such appeal rights as are provided by law and this Agreement.

SECTION 4. SCHOOL CONSOLIDATION

Legislated or voluntary school consolidation is not considered a reduction in force. Employees affected by a consolidation shall retain all rights under the Collective Bargaining Agreement unless and until the consolidated school entity has negotiated the new terms and conditions of continued employment under the new school system/district.
ARTICLE VI INSTRUCTION

SECTION 1. CONTROVERSIAL TOPICS

A. The District believes that controversial issues are a part of the District’s instructional program when related to subject matter in a given grade level or specific curricular field. Employees will use professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of students. Questionable matters shall be referred to the Superintendent and Association.

B. In the presentation of all controversial issues, every effort will be made to affect a balance of biases, divergent points of view, and opportunity for exploration by the students into all sides of the issues.

C. In discussing controversial issues, the employee will encourage students to express their own views, assuring that it will be done in a manner that gives due respect to one another’s rights and opinions. When discussing controversial issues, the employee will respect positions other than his/her own. Students will be encouraged, after class discussions and independent inquiry, to reach their own conclusions regarding controversial issues.

SECTION 2. STUDENT DISCIPLINE

A. Employees in the District have the right to conduct education in an atmosphere that is conducive to appropriate student learning. In order to ensure this process, the District shall establish, publish, and enforce a consistent discipline procedure that has been adopted in a shared decision-making fashion with the employee group and adopted by the Board. The District shall provide student restraint training for staff to deal with potentially violent students, as needed.

B. The Administration has the responsibility to:

1. Support approved classroom rules, student handbook, and building policies. When a teacher provides a written student referral, the administration will provide written feedback within five (5) days. Discipline shall be consistent with the applicable federal and state laws.

2. Support employees in their efforts to maintain good student discipline.

3. Take a pro-active role in promoting student discipline.

4. Approve teacher classroom rules submitted by individual teachers following review and revision as deemed appropriate by the Administration. (It is intended that the classroom rules will be submitted and approved no later than five days after the first student day.)

C. All employees shall share responsibility for supervising the behavior of students and for maintaining the standards of conduct which have been established.
D. Employees shall have the right to:

1. Expect students to comply with school rules.

2. Develop and/or review building rules relating to student conduct once each year. Building rules shall be consistent with District rules relating to student conduct and control.

3. Exclude a student who is disrupting the learning program from class for all or any portion of the period or for the balance of the school day or until the employee has conferred with the Administrator. Prior to excluding a student, the employee shall have attempted one or more corrective actions. In no case shall an excluded student be returned for the balance of a period without the consent of the employee.

E. For any out-of-district or in-district transfer student, the employee shall have the right to:

1. Review the transfer file of any out-of-district or in-district student prior to admittance into their classroom.

2. Review any disciplinary records of the student prior to admittance into their classroom.

3. For incoming students with prior disciplinary concerns, the employee will meet with the student, and their parents/guardians to develop a behavior plan prior to admittance into the classroom. Input from the special education teacher and special education director will be solicited for special education students.

F. All unannounced visitors shall be reported to the office.
ARTICLE VII - LEAVES

SECTION 1. SICK LEAVE

A. At the beginning of each school year each employee shall be credited with an advanced sick leave allowance of twelve (12) days with full pay to be used for absence caused by illness, injury, poor health, child rearing, quarantine, or other disability. Each employee’s portion of unused sick leave allowance shall accumulate from year to year to the maximum limit allowed by law.

B. At the end of each year, the District will provide each employee with an accounting of their accumulated sick leave. Employees/beneficiaries may cash in unused sick leave annually and/or upon retirement or death as allowed by RCW 28A.400.210. An employee who has exhausted sick leave and who is unable to perform his/her duties because of personal illness, child rearing or other disability shall, upon request, be granted an extended leave of absence for up to one year under provisions of this Agreement. For any absence beyond five (5) consecutive days, the Superintendent may require medical verification of disability.

SECTION 2. SICK LEAVE SHARING

A. The District will consider requests for "Sick Leave Sharing" on a "case-by-case" basis using the following guidelines which will be administered in accordance with RCW 28A.400.380 and WAC 392-126-085 through 392-126-440.

B. General guidelines for processing requests for Leave Sharing are set out below and may be modified by the District to conform to State regulations.

1. Bargaining unit members who have accumulated more than sixty (60) leave days may donate up to six (6) accumulated Sick Leave days to other employees in the bargaining unit in any twelve (12) month period. The employee donating the days shall specify the number of days to be donated. The District shall develop forms and procedures necessary to implement this. No transfer of Sick Leave shall result in an employee’s account going below sixty (60) days.

2. The person receiving the donated days must have exhausted all accumulated leave before using the donated days, and must suffer from or have a relative or household member suffering from an illness, injury, impairment or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to:
   a. go on unpaid leave of absence; or
   b. terminate employment.

3. No employee shall receive more than one hundred eighty (180) days of donated leave.
4. In the event the employee receiving donated leave does not use all leave donated, the unused donated leave in such employee’s leave account shall be returned to donors, pro-rata, within thirty (30) days after the donee’s use of accumulated leave ceases.

5. An employee using donated leave days shall receive the same benefits and pay as they had working.

6. Except for procedures in 4 above, when leave is donated, the donor will be required to execute a waiver whereby the donor will be required to agree that he/she will not ask for return of the donated leave.

7. The District and Association shall each designate one (1) person who shall serve jointly for the purpose of reviewing requests for such leave. The parties must reach consensus; if this is not possible two (2) other parties will be chosen.

8. Contribution of Sick Leave shall be on a voluntary basis and the names of donors and non-donors shall be kept confidential.

SECTION 3. FAMILY AND MEDICAL LEAVE ACT (FMLA)

Consistent with the Family and Medical Leave Act of 1993, up to 12 weeks of leave during any 12-month period may be used for:

a. Birth and care of the employee’s child or placement for adoption or foster care of a child with the employee;

b. To care for an immediate family member (spouse, child, parent, sibling, grandparent, grandchild, parent of spouse, step-aunt, step-uncle, uncle, aunt, niece, nephew, first cousins, step-cousins, significant others, or any person residing regularly in the same household) who has who has a serious health condition; or

c. For the employee’s own serious health condition.

The District must maintain group health benefits that an employee was receiving at the time leave began during periods of FMLA leave at the same level and in the same manner as if the employee had continued to work. The employee shall not receive his/her salary during the period that FMLA insurance is being provided.

FMLA leave for the employee may not be taken until the employee’s accrued leave and sick leave sharing have been exhausted. FMLA leave may be taken in blocks of time less than the full 12 weeks on an intermittent or reduced level basis.

This leave shall not adversely affect the employee. This section shall be administered as to be in accordance with RCW 49.12.270.
SECTION 4. EMERGENCY LEAVE

Emergency leave of five (5) days shall be granted with pay. Such leave is non-accumulative and may be taken at the employee’s discretion, when approved by the Superintendent, for illness in the family or due to a problem that has suddenly precipitated or is unplanned, or where preplanning could not relieve the necessity for the employee’s absence. Emergency leave shall be deducted from sick leave.

SECTION 5. PERSONAL LEAVE

Full-time and part-time certificated employees of the District shall be granted two (2) days leave per school year with pay to be used during the school year enabling the employee to take care of business which cannot be arranged for or scheduled for non-school days or non-school hours, and is not classified as personal emergency leave or sick leave. In consideration of the 1.9% pay reduction by the state, an additional leave day for a total of three (3) days per school year will be granted. This additional leave day will sunset if the pay reduction is restored. Such absence will be granted and approved by the Superintendent, provided that application is made at least one (1) week in advance if possible. Employees will make an effort to schedule personal leave around professional development days. Personal leave shall be accumulative up to a maximum of five (5) days. If the days are not used, they may be cashed out at the substitute rate of pay in effect during the school year.

SECTION 6. JURY DUTY LEAVE

Employees called for jury duty must notify the Superintendent as soon as possible after receiving such a notice. There will be no deduction in pay for jury duty. The employee shall retain any expense reimbursement.

SECTION 7. BEREAVEMENT LEAVE

In the event of the death of a member of the immediate family, a total of five (5) days of leave per year at full pay shall be granted. Immediate family includes: spouse, child, parent, sibling, grandparent, grandchild, parent of spouse, step-aunt, step-uncle, uncle, aunt, niece, nephew, first cousins, step-cousins, significant others, or any person residing regularly in the same household. A maximum of one (1) day per year may also be used to attend the funeral of close friends. Additional days in this section may be granted by the Superintendent. Bereavement leave shall be non-accumulative from year to year.

SECTION 8. CHILD REARING LEAVE

A. An employee requesting child rearing leave should give written notice to the District at least six (6) weeks prior to commencement of the expected leave. The employee shall not be penalized for leaving before the stated leave begins in cases of emergency or...
premature delivery. The request for child rearing leave should include a statement as to the expected date of return to employment, and within thirty (30) days after childbirth, shall inform the employer of the specific day when he/she will return to work.

B. An employee may use available sick leave for the period that the employee’s physician certifies in writing that there is a disability due to childbearing. In the event sick leave has been exhausted, the employee shall be granted a leave of absence as stated under the Sick Leave provision. Family Medical Leave Act provisions shall apply when appropriate.

C. An employee shall be allowed up to one year of unpaid leave per pregnancy for the purpose of infant rearing. An employee returning from such leave shall be placed in the position last held or in a similar position in the District.

SECTION 9. ADOPTION LEAVE

An employee adopting a child shall notify the District in writing of the intent to take adoption leave stating the expected dates of commencement of leave and return to employment. Adoption leave shall be granted without pay for a period not to exceed one (1) year. An employee returning from adoption leave shall be placed in the same or similar position held upon application for leave. Replacement employees shall be employed on a temporary basis only. Family Medical Leave Act provisions shall apply when appropriate.

SECTION 10. MILITARY LEAVE

Employees shall be granted military leave of absence without pay when such leave is occasioned by induction into the armed services. While on leave, the employee shall retain all benefits which have been accruing as though employment had been continuous in the District. Upon return from leave, the employee shall be placed in the position last held or a similar position in the District. Military leave of absence is construed as regular service in regard to salary increments.

Members of the Washington National Guard, the Army, Navy, Air Force, Coast Guard, or Marine Reserve of the United States shall be granted military leave of absence from his/her teaching assignment for a period not exceeding fifteen (15) calendar days during each year. The employee shall receive his/her normal District pay, and there shall be no loss of privileges, vacations, or sick leave to which he/she might otherwise be entitled. Employees shall attempt to schedule such reserve training during summer breaks or other non-work time. If military training leave is taken during working time, the Superintendent may require written evidence from military authorities that such leave was unavailable during times that school was not in session.

SECTION 11. ASSOCIATION LEAVE

A. Twelve (12) days of professional leave shall be provided for Association business. This applies to members of the Association for meetings or conferences, or negotiations when mutually agreed to, or other Association business. The twelve (12) days shall be provided...
for total staff, and shall not be interpreted to mean twelve (12) days leave may apply to each Association officer or staff member.

B. Requests for leave, if possible, shall be submitted in writing by the Association President to the Superintendent two (2) days before the leave is to take effect. The reason for the leave is to be clearly stated.

C. The Superintendent shall acknowledge receipt of the request to the Association President and to the employee taking such leave. The Superintendent shall be responsible for securing a substitute when necessary and the cost of the substitute shall be paid by the Association. If a substitute(s) from the substitute list is not available, leave will not be taken or granted.

SECTION 12. OTHER LEAVES

A. Leaves of absence up to one year without pay may be granted to employees for the purpose of study, travel, recuperation, child rearing, teaching in another school district as part of an employee exchange program, election to public office, working in a professionally related field, Association or Association business.

If an employee chooses to participate in a teacher exchange program the payment of the employee’s salary, benefits, and retirement may be negotiated between the District, the employee, and the Association.

B. All such leave requests shall be made before April 15 except in unusual and emergency cases. Leaves may be limited to one (1) person per year.
ARTICLE VIII  FISCAL

SECTION 1. WORK DAY

A. All certificated personnel will be assigned appropriate starting and dismissal times. The normal workday shall be seven (7) hours and thirty (30) minutes. The workday shall include a continuous thirty (30) minute duty-free lunch period. Employees shall not leave the property to which they are assigned during class periods without consent of the administration. Employees shall not leave the property to which they are assigned during the preparation periods without notifying the Administration.

B. Parent-Teacher Conferences are recognized as important by the Association and the District. Conferences will be scheduled twice a year as agreed upon and will be placed on the adopted district calendar each year. Conference format will be mutually agreed upon annually by the Association and District. Conferences will be scheduled individually by elementary teachers and will be scheduled by the office for the students in grades 7-12 unless otherwise agreed upon.

C. The District will be sensitive to the safety concerns of the staff and students when determining late openings, early dismissals or closures of school due to weather and/or road conditions.

D. In regard to weather or road related delayed opening and/or early dismissal days, the workday of employees shall begin as soon as reasonably possible before the scheduled student starting time on each day. Employees may leave their building after the dismissal of their students.

E. All employees shall have a full, continuous class period of preparation time each workday. Preparation periods shall not be assigned to other duties, except during times when it is impossible to obtain a substitute teacher; at such times, employees will be paid at employee’s per diem rate.

F. Employees may leave their building after the dismissal of their students on the day preceding the Thanksgiving, Christmas, and Memorial Day. Employees may leave at 3:00 PM on all Fridays with the exception of 8 of the professional development days. (This provision is provided in consideration of the 1.9% pay reduction by the state and will sunset if the cuts are restored.)

G. Employees who are expected to attend more than three evening school-related functions which extend the contracted work day shall be compensated at per diem.

H. The District may grant release time for the purpose of assessing individual students, scoring assessments, or preparing reports from assessment data.

I. Building faculty meetings shall be scheduled weekly, and shall be limited to one (1) morning
per week, with the exception of additional meetings which may be called if pressing school business so requires.

J. Early release days shall not extend the employee’s contracted workday without input from the faculty. Classes or workshops that extend the workday shall be discussed and scheduled at weekly faculty meetings. Employees will be paid at per diem for release days that extend beyond the contracted workday or will be given compensatory time off.

SECTION 2. WORK YEAR

A. The work year covered by this Agreement shall consist of the number of state funded workdays. In addition, there are two (2) mandatory workdays and four (4) optional workdays. Optional days may be used on weekends, during summers, and during vacations. These days shall be compensated at full per diem of the employee’s contracted rate of pay and shall be documented on the designated form.

1. There shall be one (1) mandatory day preceding the first day of classes for the purpose of classroom preparation. The other mandatory workday shall be directed by the district with input from the staff prior to the end of the school year. These days will be paid on the September check.

2. Employees can use a total of one optional day in hourly increments to figure grades for each of the four grading periods.

3. If at any time the district does not pass the Maintenance and Operation levy, the additional two mandatory or optional workdays will not be paid during contract years in which there is not a full levy collection.

SECTION 3. PAYMENT

A. Employees shall be paid in twelve (12) monthly installments. Payments are to be made on the last working day of each month.

B. All compensation owed to an employee leaving the District’s employ shall, upon request, be paid within thirty (30) days of the final day of work if funds permit.

C. In the event of a mistake in payment resulting in an underpayment, corrections shall be made on the next paycheck. A cumulative error shall be corrected at rate of accumulation, unless other arrangements have been worked out by the employee and the Business Office.

D. All compensation owed to retired employees leaving the District shall be paid in full on the final August check.

E. The District shall upon receipt of written authorization from an employee deduct from the

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employee’s salary and make appropriate remittance for insurance plans, credit union deductions, tax-sheltered annuities, or any other plans or programs jointly approved by the Association and the Board.

Changes in insurance plans will be made only during the time of open enrollment.

SECTION 4. SALARY

The salary schedule for the life of this Agreement shall be the state LEAP, Salary Allocation Model. Salary schedule increments for education credits and experience credits will be granted in accordance with OSPI regulations.

SECTION 5. PLACEMENT ON SALARY SCHEDULE

A. SALARY, GENERAL. Placement and advancement on the salary schedule will be in accordance with that which is fully funded by the State and in compliance with the State rules and regulations and is to follow the procedure for reporting on the S275.

B. REQUIRED CERTIFICATES. All certificates and credentials, or suitable proof of qualification thereof, shall be presented prior to October 30th (unless arrangements are made with the Superintendent in advance).

C. PAYMENT. The annual base salary shall be based on the current LEAP Schedule and shall reflect funding as per Washington State’s Apportionment Formula. The final mix factor for certificated personnel will be adjusted when appropriate and as regulated and verified by the office of the Superintendent of Public Instruction (OSPI). The District will adjust all salaries on an equal and fair share basis. The District will make any necessary adjustments to assure that it is or will be in compliance with all state laws, the State Appropriations Act, and rules and regulations of the OSPI concerning the disbursement of salaries.

1. Both parties agree that the adjustment may be made in favor of either the Association or the District in order to maintain compliance with the laws of the State of Washington.

2. It is the intent of the District to make adjustments when verified data is available from the State.

3. The extra-duty schedule shall be determined by the previously recognized and agreed upon percentage when applied to the recognized base.

4. To qualify for initial placement on the salary schedule, all employees must file official transcripts of college credits in the office of the District Superintendent before individual contracts can be validated. Upon request applicants for employment shall be advised of their initial placement on the salary schedule.

5. Placement on the salary schedule will be in compliance with the state rules and regulations.

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and is to follow the procedure for reporting on the S275.

D. DATE OF PROFESSIONAL CREDIT. To qualify for professional advancement, additional professional credits of the employee must be submitted by transcript or grade slip to the Superintendent by October 30. If the transcript or grade slip is submitted subsequent to October 30, but on or before January 1, the salary increase will be retroactive to the first day of employment of the current school year. No salary adjustments or professional advancement for professional education credits will be made for that contract year for credits submitted after January 1.

E. CO-CURRICULAR SALARY SCHEDULE. All employees entering into co-curricular contracts for co-curricular or activity assignments shall be paid in accordance with the Co-curricular contract salary schedule, annexed hereto. Annexed hereto as Appendix B.

SECTION 6. TRAVEL

Employees shall neither be requested nor required to utilize their own vehicles to transport students except in case of District emergencies. Employees utilizing their private vehicles to travel on approved school business shall be compensated at the state rate. All employees who, by nature of their assignment, must travel or are required to make home visitations shall be reimbursed at the state rate.

SECTION 7. INSURANCE

A. All BEA-FTE employee insurance moneys from the state shall be pooled and non-BEA personnel shall be treated in a like manner. The District agrees to contribute the amount per individual for the Health Care Authority subsidy employee’s insurance program, commonly known as the "carve out".

B. All employees who receive monthly insurance funds may use such funds for medical insurance plans, dental care plans, vision care plans, or term life insurance plans up to $50,000 of death benefits and VEBA if applicable.

SECTION 8. STAFF DEVELOPMENT

A. By prior arrangement, employees may be granted up to three (3) full workdays on special staff development projects, curriculum development or research. These days may be utilized during the school year by using substitutes for individual periods, half day, or full days. These days shall be utilized on school premises, or away from school by special permission from the Administration.

B. The District will schedule early release for staff development, essential learning work, and/or other school-related work. These staff development topics may be jointly determined by administration and the employees.
C. Substitutes shall be provided for elementary employees who must hold parent-employee conferences during the regular school day. Specifically scheduled days for school conferences are exempt from this provision.

D. The District shall support personal wellness for all employees. Barring scheduling conflicts, school facilities shall be available for personal wellness activities. Such activities will be scheduled before or after school through the office.

SECTION 9. PROFESSIONAL LEAVE

A. Meetings, conferences, symposiums and seminars at which concerns vital to the profession are the subject of discussions are recognized by the District as an inherent part of the employee’s professional obligation.

B. Employees who are members of state or national organizations, grant committees, consortiums, or other groups, may apply for professional leave up to three (3) days per year to participate in these activities. Such leaves shall be requested in writing to the Administration no less than one week prior to such planned absence. The Superintendent may grant additional days upon a written request of the employee. Such request shall be no less than ten (10) days prior to the planned absence. Approved professional leave expenses, including housing, meals, mileage, and workshop fees, shall be paid for by the District.
ARTICLE IX

SECTION 1. FACILITIES

Employees will be provided adequate facilities in which to perform their duties. Employees shall also be provided adequate materials and supplies.

Upon notification of an unsafe working condition by an employee, the District safety committee will meet in a timely manner to address this concern and will implement an action plan to resolve the safety issue.

SECTION 2. INTERVIEW TEAMS

The administration and/or school board will, whenever possible, invite employees to be included on interview teams to hire teachers and administrators. Staff recognizes that emergency situations occasionally make inclusion impossible.

SECTION 3. WORKLOAD AND CLASS SIZE

A. The District recognizes that class size and developmental make-up affects the ability to provide for individualized instruction. The District’s classroom configuration is predominately multi-grade with two (2) grades in each class, which significantly widens the developmental spectrum of the students in the class. In recognition of this, the District agrees to limit class size and will not exceed two (2) grades at the elementary level. At the point a classroom load exceeds the optimum level, the District agrees to make an effort to provide a paraprofessional in that classroom. In further recognition, the District agrees to make an effort to provide paraprofessionals for elementary multi-grade classrooms for the academic areas of Reading and Mathematics subject to funding.

B. Class Size Optimums:
   a. K-2 class size optimum 20 students
   b. 3-8 class size optimum 24 students
   c. 9-12 class size optimum 27 students
   d. Vocational classes optimum occupancy according to classes that are offered.

C. English Language Learners. The District agrees to provide bilingual support to students who are English Language Learners subject to funding availability. The District will provide materials, and translations for conferences and important school notices.

D. Special Needs Students. The District recognizes that the placement of special needs students impacts its employees. Classrooms with students who are identified by MDT with any of, but not limited to, the following impairments will receive classroom aide time, a pull-out model of special services, or other mutually agreed upon remedy.

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a. severe physical impairment
b. severe speech/language impairment
c. severe behavior disorders
d. learning disabilities
e. visual impairment
f. hearing impairment
g. mental impairment

E. Special Needs Students. The District recognizes that the placement of special needs students impacts its employees. Employees with students exhibiting frequent disruptive behavior and/or unusual academic deficiency are encouraged to discuss special class load situations with the administration. The parties will work together to determine classroom assistance needed for instruction and/or behavior management, which may include such remedies as student TAs, parent helpers, classroom assistants, teacher training, special materials, or other remedies that might be mutually agreed upon.

SECTION 4. SPECIAL NEEDS STUDENTS

A. The District recognizes a responsibility to legally and adequately educate special needs and high risk students. The District and the Association agree that the purpose of inclusion of special education students in the regular classrooms is to provide the most appropriate education for all students in the Easton School District.

B. Meetings that are held to determine appropriate assessment, appropriate placement, appropriate program including modifications, accommodations and adaptations that will be required to meet the students’ individual needs will produce invitations to all employees who will be affected by the placements.

C. Decisions will be reached by a consensus of all members of the team including parents, administrator, classroom and special education teacher(s) and appropriate specialists. If consensus is not reached the team will continue to meet, looking at alternative solutions until consensus is reached. If consensus cannot be reached within the timeline specified in the law, the District will proceed to implement the educational plan that at a minimum meets the agreement of the parents and District.

D. When in the judgment of an employee a special education student is not being successful in his/her placement, it is the responsibility of that employee to request a meeting with the special education teacher or special education director. If agreed upon adjustments in the student’s program cannot be made within the IEP, a new IEP meeting will be held within the timelines as established by statute.

E. Discipline of a student with a disability shall be consistent with the state and federal law and District policy and procedure.
F. All known health, learning and behavioral issues identified through appropriate District assessment will be provided to employees who have educational responsibilities for the student.
ARTICLE X - GRIEVANCE PROCEDURE

SECTION 1. PREAMBLE

A claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

SECTION 2. DEFINITIONS

A. "Grievance" is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

B. "Grievant" is an employee, a group of employees, or the Association filing the grievance.

C. "Association" as used in the grievance procedure shall mean the Easton Education Association or its designees or representatives.

D. "School days" as used in the grievance procedure shall mean all times when school is in session, Monday through Friday, excepting holidays.

SECTION 3. RIGHTS TO REPRESENTATION

A. At least one (1) Association representative shall be present for any meetings, hearings, appeals, or other proceedings relating to a grievance which has been formally presented.

B. If in the judgment of the Association a grievance affects a group of employees or the Association, the Association may initiate and submit a class grievance in writing to the Superintendent directly. The Association may process such grievance through all levels of the procedure, even though there is no individual aggrieved person who wishes to do so.

C. The Association on its own may continue the grievance filed and later dropped by a grievant, provided that the grievance involves the application or interpretation of the Agreement.

D. A grievant may be represented at all stages of the grievance procedure by him/herself or, at his option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
SECTION 4. PROCEDURE

In the event that an employee believes there is a basis for a grievance, the employee shall first discuss the alleged grievance with the Superintendent either personally or accompanied by his/her Association representative. If the grievance is not thus resolved, formal grievance procedures may be instituted.

STEP 1
The grievant may invoke the formal grievance procedure through the Association on the grievance form which is attached as Appendix E and available from the Association representative. A copy of the grievance form shall be delivered to the Superintendent with a copy to the Board. A grievance must be filed within twenty (20) school days of the occurrence of which he/she complains or twenty (20) working days of the time when the grievant learned of the occurrence of which he/she complains, whichever is later.

STEP I REPLY
Within five (5) school days of receipt of the written grievance, the Superintendent shall meet with the grievant and the Association representative in an effort to resolve the grievance. The Superintendent shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association and grievant.

STEP II
In the event the Association and grievant are not satisfied with the disposition of the grievance at Step I within five (5) school days after receipt of same, or in the event that no disposition has been made within ten (10) school days after the grievance is transmitted to the Superintendent, the Association and grievant may submit the grievance through the Superintendent to the Chairperson of the Board, requesting a public or private meeting with the Board.

The Board at their next regular meeting, or not later than twenty-five (25) days after the receipt of the request, shall meet with the representatives of the local Association and grievant to hear the grievance and to attempt to reach a satisfactory solution. The Board, after discussing and deliberating the merits of the grievance, shall give their decision to the Association and Grievant at this meeting. The Board’s decision may be delayed or deferred to a later date if requested by or agreed to by the Association and grievant.

STEP III
If the Association and the grievant are not satisfied with the disposition of the grievance by the Board within ten (10) school days after the receipt of same or if no disposition has been made within the period above provided, the Association and grievant may exercise its exclusive right of arbitration by giving the Superintendent or Chairperson of the Board written notice of its intention to arbitrate within twenty (20) school days of receipt of the written disposition of the Board. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, the arbitrator will be selected by the American Arbitration Association in accordance with its rules, which rules shall likewise govern the arbitration proceeding, except as provided in "Jurisdiction of the
Arbitrator”. The Board and the Association and the Grievant shall not be permitted to assert in such arbitration proceeding any ground rule, except as provided in "Jurisdiction of the Arbitrator", or to rely on any evidence not previously disclosed to the other party. The decision of the arbitrator shall be final and binding upon all parties.

SECTION 5. ARBITRATION COSTS

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

SECTION 6. JURISDICTION OF THE ARBITRATOR

A. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall confine his inquiry and decision to the specific area of the Agreement as cited in the grievance form. The arbitrator shall not substitute his knowledge for the expressed provisions of the contract under question. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrative issues arising in connection with that grievance may be consolidated for hearing before an arbitrator, provided the arbitrator shall not resolve the question of arbitrability of a grievance prior to having heard the merits of the grievance.

B. The decision of the arbitrator may be entered in any court of competent jurisdiction should either party fail to implement the decision. If a motion to vacate the arbitrator’s decision is entered in a court of competent jurisdiction and the initiating party does not prevail in the litigation, such party shall bear the full costs of such action including, but not limited to, the adverse party’s court costs, legal fees, and other related expenses incurred as a result of defending such action.

SECTION 7. TIME LIMITS

The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Failure of the Association to proceed with its grievance with the time herein before provided shall result in the dismissal of the grievance. Failure of the Board or its representatives to take the required action within the times provided shall entitle the Association to proceed to the next step on the grievance procedure.
SECTION 8. GRIEVANCE AND ARBITRATION HEARINGS

All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses.

SECTION 9. CONTINUITY OF GRIEVANCE

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

SECTION 10. ELECTION OF REMEDIES

Any matter may be deferred to voluntary mediation prior to arbitration if mutually agreed to by the Association and the District. Any mediated resolution must not be contrary to the terms of this Agreement. If a mediated resolution is not reached, the matter shall be arbitrated.

SECTION 11. RECORD OF GRIEVANCE

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
ARTICLE XI DURATION

A. This Agreement shall be effective as of September 1, 2012, and shall continue in effect until the 31st day of August, 2015. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

B. This Agreement may be re-opened for amendment(s) by the mutual consent of both parties, and the Board shall not adopt policy affecting wages, hours, or terms and conditions of employment without negotiating with the Association.

C. This agreement shall be re-opened for the purpose of negotiating a successor Agreement at least ninety (90) days prior to the termination date, and annually this Agreement shall be opened to up to two items by the Association and two by the District.

FOR THE ASSOCIATION

[Signature]

FOR THE DISTRICT

[Signature]

CHIEF NEGOTIATOR FOR THE ASSOCIATION

[Signature]

CHIEF NEGOTIATOR FOR THE DISTRICT

[Signature]
**APPENDIX A-1 - SALARY SCHEDULE FOR 2012-2013**

Washington K–12 Salary Allocation Schedule for Certificated Instructional Staff

The following schedule is used to determine state salary allocations for certificated instructional staff (i.e., teachers and educational staff associates) for 283 of 295 Washington State public school districts. The remaining 12 public school districts receive somewhat higher allocations due to a higher base salary.

The state schedule determines ALLOCATIONS of state funds. ACTUAL SALARIES ARE DETERMINED IN LOCAL NEGOTIATIONS. Questions regarding individual employee compensation should be directed to the local school district personnel or payroll office.

### Table of Total Base Salaries for K–12 Certificated Instructional Staff for 2010–11

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### Table of Total Base Salaries for K–12 Certificated Instructional Staff for 2011–12 and 2012–13

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Easton EA 2012-2015

Page 39
## APPENDIX B – CO-CURRICULAR SALARY SCHEDULE

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<td>Archery Instructor</td>
<td>$5,000. Sub-day requests for archery equipment, maintenance, and organization will be taken into consideration by administration. If funding is available, expenses for coaching at National and World tournaments will be provided by the district.</td>
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APPENDIX C  EXTENDED CONTRACT SALARY SCHEDULE

1. COUNSELOR: At the District’s discretion, the counseling position may be given additional days to be used for scheduling, testing, and documentation or duties directly related to the position. These days may also be used in hourly increments at the employee’s per diem rate. These days are not intended to be used for conferences, symposiums, or trainings. A plan for the additional days (or hours) must be presented, in advance, and is subject to administrative approval. The additional hours must be documented and submitted to the Business Manager for reimbursement.

2. SPECIAL EDUCATION DIRECTOR: At the District’s discretion, the Special Education Director may be given additional days to be used for scheduling, testing, and documentation or duties directly related to the position. These days may also be used in hourly increments at the employee’s per diem rate. These days are not intended to be used for conferences, symposiums, or trainings. A plan for the additional days (or hours) must be presented, in advance, and is subject to administrative approval. The additional hours must be documented and submitted to the Business Manager for reimbursement.

3. TECHNOLOGY COORDINATOR: The Technology Coordinator shall be given additional time, at per diem rate, not to exceed a total of 75 hours annually. The additional hours must be documented and submitted to the Business Manager for reimbursement.

4. VOCATIONAL INSTRUCTORS: At the District’s discretion, vocationally certified instructors may be given additional days at per diem to be used on weekends and during the summer to provide student leadership activities such as TSA, FCCLA, or other student leadership activities directly related to vocational classes. These days are not intended to be used for conferences, symposiums, or trainings. A plan for the additional days (or hours) must be presented, in advance, and is subject to administrative approval. The additional hours must be documented and submitted to the Business Manager for reimbursement.
APPENDIX D-1 - TEACHER EVALUATION CRITERIA

Evaluatee: __________________________
Evaluator: ____________________________
Name: _______________________________
Position: _____________________________
Building: _____________________________

RATINGS:  
S  Meets expectations. Work objectives successfully reached and maintained.
U  Does not meet requirements. Work objectives have not been reached and/or maintained.
N/O  Not observed.

A. PROFESSIONAL PREPARATION AND SCHOLARSHIP
The teacher exhibits evidence of having prepared for his/her area of teaching, utilizes teaching processes, and demonstrates a commitment to teaching as a profession.

1. The teacher continues to develop professional skills by participating in professional growth activities, i.e., inservice, workshops, professional courses.
   S  U  N/O

2. The teacher uses available planning time efficiently.
   S  U  N/O

3. The teacher plans lessons that include appropriate activities which meet individual and/or group needs.
   S  U  N/O

4. The teacher gathers and uses student response in planning instruction and activities.
   S  U  N/O

5. The teacher communicates responsibly regarding the school program by answering parent inquiries promptly, honestly, and with discretion.
   S  U  N/O

6. The teacher provides adequate plans for substitute teachers.
   S  U  N/O

Comments: ___________________________

B. KNOWLEDGE OF SUBJECT MATTER
Possesses and maintains competence in subject matter. The teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) at the elementary and/or secondary level.

1. The teacher utilizes knowledge of subject matter by:
   a) using words and content appropriate to the subject area and the student’s abilities;
      S  U  N/O
   b) providing for the previous knowledge, abilities, and interests of the class;
      S  U  N/O
   c) making effective use of instructional equipment, materials, and resource personnel;
      S  U  N/O
   d) providing a variety of activities in keeping with the maturity and attention span of the students;
      S  U  N/O
   e) implementing lesson plans but permitting flexibility
      S  U  N/O

2. Utilizing the adopted course of study and relevant supplemental material;
   S  U  N/O

3. Using materials and facilities based on instructional objectives;
   S  U  N/O

4. Utilizing community agencies, groups, and individuals to further the educational program.
   S  U  N/O

Comments: ___________________________

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C. INSTRUCTIONAL
The teacher demonstrates competency (knowledge and skill) in designing and conducting an instructional experience; carrying out the teaching act.

1. The teacher utilizes teaching techniques which are consistent with the selected objectives. Such techniques are:
   a) providing for difference in ability among students;
   b) providing for the previous knowledge, abilities, and interests of the class;
   c) making effective use of instructional equipment, materials, and resource personnel;
   d) providing a variety of activities in keeping with the maturity and attention span of the students;
   e) implementing lesson plans but permitting flexibility.

2. The teacher gives explanations, assignments, and directions clearly.

3. The teacher makes reasonable appropriate assignments.

4. The teacher motivates students by making lessons interesting and challenging.

5. The teacher helps students to develop acceptable work habits and study skills.

6. The teacher evaluates daily lessons and units of study by assessing and providing feedback of student achievement.

Comments:

D. CLASSROOM
The teacher demonstrates competency (knowledge and skill) in organizing the physical elements of the educational setting.

1. The teacher selects and prepares equipment and materials in advance of lesson.

2. The teacher maintains orderly, attractive, and stimulating classroom environment and an atmosphere conducive to student learning.

Comments:

E. HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS
The teacher demonstrates the ability to manage the non-instructional human elements and dynamics occurring among pupils in the educational system.

1. The teacher utilizes teaching techniques which are consistent with the selected objectives. Such techniques are:
   a) quiet when appropriate;
   b) attention to the teacher when instruction is being given;
   c) students conforming to established rules.

Comments:
F. INTEREST IN TEACHING PUPILS
The teacher demonstrates a commitment to each pupil’s unique background and characteristics and an enthusiasm for working with pupils. The teacher communicates effectively with students by:

1. listening to and considering student comments and suggestions;  
2. dealing with personal information and communication in a confidential manner;  
3. evaluating individual student programs regularly and maintaining records for report cards and/or parent conference;  
4. providing guidance and assistance for students  

Comments:  

G. EFFORT TOWARD IMPROVEMENT WHEN NEEDED
The teacher demonstrates an awareness of his/her limitations and strengths by efforts to improve or enhance competence.

1. The teacher responds to constructive criticism.  
2. The teacher implements suggestions for improvement.  
3. The teacher participates in inservice and career development activities sponsored by the District Educational Service District and program.  

Comments:  

H. PROFESSIONAL STAFF RELATIONSHIPS
The teacher cooperates with other members of the staff to further the achievement of an atmosphere conducive to the total educational process. The teacher cooperates to further the accomplishment of building goals by:

1. assisting in the development of and abiding by staff decisions;  
2. sharing normal school responsibilities;  
3. submitting accurate and punctual reports as required by school regulations and procedures;  
4. participating in faculty meetings.  

Comments:  

OUR RECORDS SHOW THE FOLLOWING CLASSROOM OBSERVATIONS:

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<th>Time</th>
<th>Activity or subject</th>
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Date of Evaluation conference
Evaluator’s Signature
Evaluator’s Signature

(The evaluatee’s signature indicates that he/she has read and discussed the evaluation in a conference but does not necessarily imply agreement.)
APPENDIX D-2 - TEACHER PERFORMANCE EVALUATION REPORT

Teacher's Name

School/Dept.

Position Grade/Subject

From ______ to ______

Annual Evaluation

From ______ to ______

Probationary Evaluation

The main purpose of this tool is to evaluate teacher performance for the purpose of promoting professional growth.

RATINGS:  
S Meets expectations. Work objectives successfully reached and maintained.  
U Does not meet requirements. Work objectives have not been reached and/or maintained.  
N/O Not observed.

All ratings must be substantiated in writing.

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<td>B. KNOWLEDGE OF SUBJECT MATTER</td>
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<td>C. INSTRUCTIONAL SKILL</td>
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<td>H. PROFESSIONAL STAFF RELATIONSHIPS</td>
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TEACHER PERFORMANCE REPORT

Status of environment within which evaluatee works as reported by evaluatee:

1. Textbooks
2. Instructional Materials
3. Classroom space per student
4. Furniture
5. Heat, light, and ventilation
6. Other

Adequate

Inadequate
Give details of inadequacies checked:

Date __________________________ Rated by __________________________

_____________________________ Superintendent

I certify that this report has been seen and discussed with me.

_________________________ Signature __________________________ Date

I certify that this report has been seen and discussed with me and I am not in agreement.

_________________________ Signature __________________________ Date

A statement relative to this evaluation is ☐, is not ☐ attached.

Employee will initial and date all attachments.
APPENDIX D-3 – SUPPORT EMPLOYEE EVALUATION CRITERIA

Evallee: ___________________________ Evaluator: ___________________________
Name: ___________________________ Name: ___________________________
Position: ___________________________ Title: ___________________________
Building: ___________________________ Observation Date: ___________________________

RATINGS:
S - Meets expectations. Work objectives successfully reached and maintained.
U - Does not meet requirements. Work objectives have not been reached and/or maintained
N/O - Not observed

A. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD
The employee exhibits evidence of having prepared for his/her position, utilizes appropriate processes and demonstrates a commitment to the profession.

1) The employee continues to develop professional skills by participating in professional growth activities, i.e. in-service, workshops, and professional courses. ____________________ ____________________ ____________________
   S  U  N/O

2) The employee uses available planning time efficiently. ____________________ ____________________ ____________________
   S  U  N/O

3) The employee plans appropriate activities that meet individual and/or group needs. ____________________ ____________________ ____________________
   S  U  N/O

4) The employee gathers and uses student response in planning instruction and activities. ____________________ ____________________ ____________________
   S  U  N/O

5) The employee communicates responsibly regarding the school program by answering parent inquiries promptly, honestly, and with discretion. ____________________ ____________________ ____________________
   S  U  N/O

6) The employee provides appropriate educational planning services ____________________ ____________________ ____________________
   S  U  N/O

7) The employee uses appropriate program evaluation information in planning activities. ____________________ ____________________ ____________________
   S  U  N/O

COMMENTS: ___________________________

B. SPECIALIZED SKILLS
Possesses and maintains competence in field. The employee demonstrates a depth and breadth of knowledge of theory and content in general education at the elementary and secondary level.

The employee demonstrates knowledge in field by:

1) providing appropriate assessment services; ____________________ ____________________ ____________________
   S  U  N/O

2) providing appropriate orientation services; ____________________ ____________________ ____________________
   S  U  N/O

3) providing appropriate management services; ____________________ ____________________ ____________________
   S  U  N/O

4) utilizing community agencies, groups, and individuals to further the educational program ____________________ ____________________ ____________________
   S  U  N/O

COMMENTS: ___________________________
C. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT

1) The employee demonstrates competency (knowledge and skill) in dealing with students with special needs:
   a) providing for difference in ability among students; S U N/O
   b) providing for the previous knowledge, abilities, and interests of students. S U N/O

2) The employee demonstrates competency in providing instructional activities:
   a) making effective use of instructional equipment, materials, and resource personnel; S U N/O
   b) providing a variety of activities in keeping with the maturity and attention span of the students; S U N/O
   c) implementing lesson plans but permitting flexibility. S U N/O

3) The employee provides for and interacts appropriately with students, staff, parents and administration
   a) The employee gives explanations, assignments and directions clearly. S U N/O
   b) The employee motivates students by making lessons interesting and challenging. S U N/O
   c) The employee helps students to develop acceptable work habits and study skills. S U N/O
   d) The employee evaluates transcripts, courses of study, grades and providing feedback of student achievement. S U N/O

COMMENTS: ________________________________________________________________

D. MANAGEMENT

The employee demonstrates competency (knowledge and skill) in organizing the physical elements of the educational setting.

1) The employee plans, prepares and distributes information in advance of when it is needed. S U N/O

2) The employee maintains orderly, attractive, and stimulating office and takes responsibility for appropriate displays and distribution of information. S U N/O

COMMENTS: ________________________________________________________________
E. HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS

The employee demonstrates the ability to manage the non-instructional human elements and
dynamics occurring among pupils in the educational system.

1) The employee utilizes teaching techniques which are consistent with the selected objectives.  S  U  N/O
2) The employee assists with the development of rules of conduct that are developmentally appropriate.  S  U  N/O

COMMENTS: __________________________________________________________

F. INTEREST IN TEACHING PUPILS

The employee demonstrates a commitment to each pupil’s unique background and
characteristics and an enthusiasm for working with pupils.

The employee communicates effectively with students by:

1) listening to and considering student comments and suggestions;  S  U  N/O
2) dealing with personal information and communication in a confidential manner;  S  U  N/O
3) evaluating individual student programs regularly and maintaining records for report cards and/or parent conference;  S  U  N/O
4) providing guidance and assistance for students.  S  U  N/O

COMMENTS: __________________________________________________________

G. EFFORT TOWARD IMPROVEMENT WHEN NEEDED

The employee demonstrates an awareness of his/her limitations and strengths by efforts to
improve or enhance competence.

1) The employee responds to constructive criticism.  S  U  N/O
2) The employee implements suggestions for improvement.  S  U  N/O
3) The teacher participates in inservice and career development activities sponsored by the District, Educational Service District and professional associations.  S  U  N/O

COMMENTS: __________________________________________________________

H. PROFESSIONAL STAFF RELATIONSHIPS

The teacher cooperates with other members of the staff to further the achievement of an atmosphere conducive to the total educational proves.

The teacher cooperates to further the accomplishment of building goals by:

1) assisting in the development of and abiding by staff decisions;  S  U  N/O
2) sharing normal school responsibilities;  S  U  N/O
3) submitting accurate and punctual reports as required by school regulations and procedures;  S  U  N/O
4) participating in faculty meetings.  S  U  N/O

COMMENTS: __________________________________________________________
**OUR RECORDS SHOW THE FOLLOWING CLASSROOM OBSERVATIONS:**

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<th>Date</th>
<th>Time</th>
<th>Activity or subject</th>
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Date of Evaluation Conference ________________________________________________________
Evaluator’s Signature ________________________________________________________________
Evaluatee’s Signature ________________________________________________________________

*(The evaluatee’s signature indicates that he/she has read and discussed the evaluation in a conference but does not necessarily imply agreement.)*
APPENDIX D-4 – SUPPORT EMPLOYEE PERFORMANCE EVALUATION REPORT

Teacher’s Name: ____________________________________________
School/Dept.: ____________________________________________
Position Grade/Subject: ______________________________________

<table>
<thead>
<tr>
<th>Annual Evaluation</th>
<th>ProBationary Evaluation</th>
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<td>From ___________ to ___________</td>
<td>From ___________ to ___________</td>
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The main purpose of this tool is to evaluate teacher performance for the purpose of promoting professional growth.

RATINGS:  
S  Meets expectations. Work objectives successfully reached and maintained.
U  Does not meet requirements. Work objectives have not been reached and/or maintained.
N/O Not observed.

All ratings must be substantiated in writing.

<table>
<thead>
<tr>
<th>Professional Performance Criteria</th>
<th>Ratings</th>
<th>Use this space for comments (attach comments sheets if necessary)</th>
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<td>A. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD</td>
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<td>B. SPECIALIZED SKILLS</td>
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<td>C. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT</td>
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Date of Evaluation Conference ____________________________
Evaluator’s Signature ___________________________________
Evaluee’s Signature _____________________________________

(The evaluee’s signature indicates that he/she has read and discussed the evaluation in a conference but does not necessarily imply agreement.)
APPENDIX E - GRIEVANCE FORM

This form is to be utilized in initiating a grievance pursuant to the grievance procedure contained in the contract between the Board and the Association. The complete, signed Grievance Form must be completed in full, signed, and submitted to the Superintendent at all steps. At all steps beyond Step 1, the grievance shall include the step of the grievance and the action taken at previous steps.

STEP I-SUPERINTENDENT STEP II-BOARD STEP III-ARBITRATION

GRIEVANT'S NAME _______________________________

POSITION _______________________________

The nature of my grievance is:

Steps I have taken to informally resolve this issue:

Consistent with the procedure for processing grievances, I have taken the following actions: (Each must include the person you met with and date.)

Step 1 __________________________________________________________

Step 2 __________________________________________________________

Step 3 __________________________________________________________

Signature ____________________________ Date ______________________
APPENDIX F-1 - CALENDAR 2012-2013

Easton School District
2012-2013 School Year Calendar

### September 2012

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<td>August 30</td>
<td>Teacher Work Day</td>
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<td>September 3</td>
<td>Labor Day</td>
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<td>September 4</td>
<td>1st Day of School</td>
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<td>October 24, 25</td>
<td>Conference Days</td>
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<td>October 26</td>
<td>Non-Work Day</td>
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<td>November 12</td>
<td>Veterans' Day</td>
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<td>November 22, 23</td>
<td>Thanksgiving Break</td>
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<td>Dec. 20 - Jan. 1</td>
<td>Winter Break</td>
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<td>January 21</td>
<td>Martin Luther King Day</td>
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<td>February 18</td>
<td>Presidents' Day</td>
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<td>April 1-5</td>
<td>Spring Break</td>
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<td>April 17, 18</td>
<td>Conference Days</td>
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<td>April 19</td>
<td>Non-Work Day</td>
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<tr>
<td>June 1</td>
<td>High School Graduation</td>
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<td>June 12</td>
<td>Last Day of School</td>
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**Early Release Days**
- 8:25 - 1:00

**Early Release, Conference Days**
- 8:25 - Noon

**Semester Length/Ending Dates**
- 1st Quarter: September 4 - November 6
- 2nd Quarter/1st Semester: November 7 - January 25
- 3rd Quarter: January 28 - March 29
- 4th Quarter/2nd Semester: April 8 - June 12
APPENDIX G - JUST CAUSE/SEVEN KEY TESTS*

The basic elements of just cause which different arbitrators have emphasized have been reduced by Arbitrator Carrol R. Daugherty to seven tests. These tests, in the form of questions, represent the most specifically articulated analysis of the just cause standard as well as an extremely practical approach.

A "no" answer to one or more of the questions may mean that just cause either was not satisfied or at least was seriously weakened in that some arbitrary, capricious, or discriminatory element was present.

1. NOTICE: "Did the District give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee’s disciplinary conduct?"

2. REASONABLE RULE OR ORDER: "Was the District’s rules or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the District’s business, and (b) the performance that the employer might properly expect of the employee?"

3. INVESTIGATION: "Did the District, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?"

4. FAIR INVESTIGATION: "Was the District’s investigation conducted fairly and objectively?"

5. PROOF: "At the investigation, did the judge obtain substantial evidence or proof that the employee was guilty as charged?"

6. EQUAL TREATMENT: "Has the District applied its rules, orders and penalties even-handedly and without discrimination to all employees?"

7. PENALTY: "Was the degree of discipline administered by the District in a particular case reasonably related to a) the seriousness of the employee’s proven offense, and b) the record of the employee in his service with the District?"

The above seven steps may not be strictly adhered to in cases of gross anti-social behavior which may merit immediate corrective action. It is understood by the parties that all seven steps may not apply in all cases.
APPENDIX H-Memorandum of Understanding
Regarding the New Teacher Evaluation Project

WHEREAS, the legislature established new teacher and principal evaluation requirements in Engrossed Substitute Senate Bill 5895 (ESSB 5895) that are to be fully implemented by the 2015-16 school year;

WHEREAS, the Easton School District (hereinafter the “District”) and Easton Education Association (hereinafter the “Association”) are committed to implementing the new evaluation system in ways that encourage professional growth and development.

NOW, THEREFORE, IT IS AGREED:

1) The Charlotte Danielson Instructional Framework and its corresponding Evaluation Rubric will be implemented in the District as the evaluation vehicle to facilitate teacher growth and the improvement of instruction. That system will be phased in during the 2012-2013 school year.

2) It is anticipated the system will be refined based on feedback from teachers and administrators who are participants in 2012-2013 phase in year prior to its full implementation in 2015-2016.

3) Twenty percent (20%) of the District’s classroom teachers will participate in the phase in year. Volunteers will be sought, but in the event there are insufficient volunteers teachers will be randomly selected for participation. Any selected teacher who wishes to be excused from the 2012-13 phase in may request a meeting with the administration and an association member. After the meeting, the teacher may excuse him/herself from the phase in year. If a selected teacher, following that meeting, excuses him/herself from the phase in year, one additional teacher will be selected at random.

4) Teachers volunteering or selected to participate shall be exempt from performance evaluation under other procedures or criteria. Non-provisional teachers volunteering or selected will not be placed on a plan of improvement, or otherwise placed on a path toward non-renewal of his/her contract while participating in the phase in evaluation system.

5) Provisional teachers will automatically become part of the agreed upon twenty percent (20%) of participants for the phase in year.

6) Except as described in 1-5 above, all Association member rights and District rights are maintained and protected as described in the Collective Bargaining Agreement and law.
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