

## PREAMBLE

This Agreement is made and entered into in order to effectuate the provisions of RCW 41.56, the Public Employees' Collective Bargaining Act (hereinafter the Act). This Agreement sets forth prescribed rights and responsibilities between the Easton Support Personnel Association/WEA and the Easton School District with respect to wages, hours, terms and conditions of employment.

## ARTICLE I - RECOGNITION AND ADMINISTRATION

### SECTION 1. DEFINITIONS

- A. **District/Board** shall mean the Easton School District No. 28.
- B. **Association** shall mean the Easton Support Personnel Association/WEA.
- C. **Parties** shall mean the District and the Association as co-signers of the Agreement.
- D. **Agreement** shall mean the Collective Bargaining Agreement signed by the parties.
- E. **Regular Employee** shall mean anyone hired and approved by the School Board on a continuing basis and who becomes a bargaining unit member as described in Article I, Section 2.
- G. **Substitute employee** shall mean anyone on the approved substitute list and who is hired on a daily basis to substitute for a regular employee who is absent on approved leave.
- F. **Full-time employee** shall mean a regular employee who works at least 1440 hours per year.
- H. **Probationary employee** shall mean a newly hired employee during the first sixty (60) working days of their date of initial employment as a regular employee.
- I. **Non-Continuing, Temporary or Casual Employees** shall mean anyone who is hired for a specific amount of time for a specific purpose (leave replacement, daily substitutes, long-term substitutes), with a defined beginning and ending date. Temporary positions will not exceed sixty (60) working days unless mutually agreed to by the Association and District.
- H. **Supervisor** shall refer to the appropriate District administrator.
- I. **President** shall mean the presiding officer of the Association.
- J. **Days** shall mean District workdays as opposed to "calendar" days unless otherwise defined in this Agreement.
- K. **Work Day** defines any day employee is scheduled to work.
- G. **Superintendent** shall mean the chief administrative officer of the District.

### SECTION 2. RECOGNITION

- A. The District recognizes the Easton Support Personnel Association/WEA as the exclusive bargaining agent for all full-time and regular part-time classified paraeducators, office-clerical and cook/food service employees of the Easton School District, excluding supervisors, confidential employees, and all other employees.
- B. Leave replacement employees who work for ninety (90) or more consecutive days shall be subject to all provisions of this Agreement except for Article VII Layoff and Recall and Seniority.

### **SECTION 3. 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 during the duration of this agreement.
- 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 any employee rights he/she may have under the Revised Code of Washington, Chapter 28A or other applicable laws and regulations.
- E. All items shall continue in full force and effect until a successor Agreement is negotiated.

### **SECTION 4. CONFORMITY TO LAW**

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington and the United States. If any provisions of this Agreement, or any application of this Agreement to any employee covered hereby shall be found contrary to law, 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. In such event, at the request of either party, negotiations shall commence for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

### **SECTION 5. DISTRIBUTION OF THE AGREEMENT**

- A. Following ratification and signing of this Agreement (or successor Agreement), the district shall post a PDF file copy of the Agreement on the District website. The Association may download and print copies without cost.
- B. There shall be two (2) signed original copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association. An electronic copy of the Agreement will be transmitted to the Washington Education Association and the MidState UniServ office.

### **SECTION 6. JOB DESCRIPTIONS**

- A. Job descriptions for all positions subject to this Agreement shall be provided to individual employees and/or the Association president upon request. Subsequent changes of such descriptions shall be forwarded to the Association and the individual employee but the impact of such changes shall be negotiated, upon request, pursuant to the duties imposed by RCW 41.56
- B. Job descriptions shall be reviewed annually by the employee and her/his evaluator during the annual evaluation periods if requested by the employee or the evaluator.

### **SECTION 7. NEW POSITIONS**

- A. The President of the Association will be notified at the time of posting of all new positions that would come under the definition of Recognition, Article I, Section 2.

- B. The salary of a new position shall be subject to collective bargaining at the request of either party.

## **ARTICLE II - RIGHTS OF THE PARTIES**

### **SECTION 1. MANAGEMENT RIGHTS**

Within the confines of this Agreement, the parties agree that the customary and usual rights, powers, functions, and authority to manage and operate the District are vested in the administrative officials of the District.

### **SECTION 2. ASSOCIATION RIGHTS**

- A. The Association and its representatives shall have the privilege of access to school facilities for meetings and to use school equipment upon permission, from the Superintendent/designee. The Association shall pay for the cost of all materials used.
- B. The Association may use the intra-District mail service and employee email/mailboxes so long as such distribution does not disrupt the District email/mail system.
- C. An Association bulletin board shall be provided in the staff room. The Association may post notices of its activities and matters of Association concern.
- D. The District agrees to furnish the Association in response to reasonable requests, information as required by this Agreement and under RCW41.56.
- 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 employee shall have the right to have a representative at a disciplinary meeting, provided however that no scheduled meeting may be delayed more than twenty-four hours unless the parties mutually agree to the delay. Meetings may be held sooner if the offense is of a very serious nature.
- G. Prior to District adoption of the work year calendar, the Association shall have the right and opportunity to provide input regarding such.
- H. The Association president will be notified of all new bargaining unit hires, transfers and terminations/resignations.

### **SECTION 3. DUES/FEES DEDUCTIONS**

- A. Each employee shall become a member of the Association or pay a Representation Fee to the Association. Each employee shall provide the District with a payroll authorization to deduct said dues or fees. The District shall upon written authorization from the employee, deduct from the employee's salary, each pay period, the dues required of membership or, for non-members thereof who decline filling out a membership authorization form, the representation fee. The Association, consistent with the RCW 41.56 shall establish the representation fee.
- B. To safeguard the right of non-association based bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such employee shall pay an amount of money as specified by the Association which is consistent with the law to a non-religious charity mutually agreed upon by the employer to the designated charity. If the employee and the Association do not reach agreement on such matter, the PERC shall designate the charitable organization.

- C. Those employees who have a signed payroll deduction authorization form for the Association shall remain members until such time that the employee revokes such authorization in writing to the Association. The Association shall give written notice of any membership revocations to the District.
- D. The Association shall give written notice to the District of the dollar amount of dues and assessments of the Association, which dues and assessments are to be deducted in the coming school year under all payroll deductions. The total of these deductions shall not be subject to change during the school year.
- E. The deductions authorized above shall be made in twelve (12) equal amounts from each paycheck beginning in September. Employees who commence employment after September or terminate employment before June shall have their deductions prorated. The District agrees to remit promptly and directly to the Washington Education Association all moneys so deducted, accompanied by a list of employees from whom the deductions have been made. A duplicate list shall be promptly provided the Association as a receipt for said transaction. On or before the monthly pay period, the District shall notify the Association of any changes in said list due to employees entering or leaving the employ of the District.
- F. The Association agrees to reimburse any employee from whose pay dues and assessments or representation fees were deducted, those sums in excess of the total amount due to the Association at that time, provided the Association or its affiliate actually receive the excessive amount.

#### **SECTION 4. ASSOCIATION LEAVE**

- A. The president or designee shall be released without loss of pay in conjunction with Association business which cannot be done outside of the normal working hours. A written notice for the specific time shall be provided to the Superintendent or his designee seven (7) days in advance if possible. The request shall include the name of the employee utilizing the leave and the date(s) leave is to be used.
- B. The Association shall reimburse the District the cost of a substitute hired for each day or one-half day an employee is engaged in Association leave.
- C. When the District Negotiating Team and/or District Administration and Association mutually agree to hold meetings during the workday, any participating Association representative(s) shall suffer no loss in pay. Such meetings will not require the use of Association leave.

## **ARTICLE III - EMPLOYEE RIGHTS AND RESPONSIBILITIES**

### **SECTION 1. NON-DISCRIMINATION**

The Parties shall not discriminate against any employee with regard to race, creed, religion, color, national origin, age, sex, marital status, or the presence of any sensory, mental or physical handicap, or as otherwise provided by law.

### **SECTION 2. DUE PROCESS**

- A. No employee shall be disciplined (including warnings, reprimands, suspensions, reductions in rank, discharge, non-renewal, termination or other actions that would adversely affect the employee) without just and sufficient cause. The specific grounds forming the basis for potential disciplinary action will be made available to the employee in writing prior to any pre-disciplinary meeting and prior to any disciplinary action imposed by the district.
- B. Employees will be advised that they are entitled to have present a representative of the Association during any disciplinary meeting. When a request for such representation is made, no action shall be taken with respect to the employee until such representation of the Association is present. The District will notify the Association of any potential disciplinary action to be taken against an employee. If the employee requests Association representation, then the District may be represented by additional persons of its choosing.
- C. The District agrees to follow a policy of progressive discipline which minimally includes verbal warning, reprimand, suspension without pay, with non-renewal or discharge as a final and last resort. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action. Thus certain serious behavior may result in a higher level of discipline as the initial disciplinary action. An employee may be put on administrative leave with pay and without prejudice pending the outcome of an investigation.
- D. Any complaint made against an employee by any parent, student, teacher or other person will be promptly called to the attention of the employee. Any complaint not called to the attention of the employee within ten (10) working days after the District's knowledge of the complaint may not be used as the basis for any disciplinary action against the employee.
- E. An employee has the right to face his/her accuser(s) and to cross-examine witnesses in hearings which may result in suspension or adverse effect.
- F. Employees who are terminated shall be given all accrued benefits to the date of termination.

### **SECTION 3. PERSONNEL FILE**

- 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 ten (10) 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, unless there is a reoccurrence of the behavior on the part of the employee. Upon request from the employee, derogatory material shall be expunged from the file with the exception of those matters which, if required by law, must be retained by the District.
- 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 4. EMPLOYEE PROTECTION**

- A. The District agrees to provide liability insurance as set forth in RCW 28A.400.370 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, while acting within the legal scope of their responsibilities in accordance with the coverage limits of the policy.
- B. Employees shall report unsafe or hazardous conditions to their supervisor immediately and will not be required to work in or to remain in a building due to hazardous conditions. Employees may not return until the premises are declared safe by proper authorities. To the extent allowed by law, employees shall be informed when they are potentially exposed to contagious diseases, illnesses, or imminent danger. Employees shall be instructed as to prevention and protection from the illness or disease, within a reasonable amount of time, if and when the District learns of the situation.
- C. An employee who is threatened with physical harm or assault by any person or group while carrying out assigned duties shall immediately notify the immediate supervisor or Superintendent. Immediate steps shall be taken to cooperate with the employee to provide for the employee's safety. The District shall assist the employee with the handling of the incident by law enforcement authorities. Employees using the services of private attorneys will pay the cost and fees of using such services.
- D. The District agrees to follow State law regarding weapons and dangerous devices concerning students and any incidents that occur on District Property.

#### **SECTION 5. EMPLOYEE RESPONSIBILITIES**

- A. Employees shall be responsible for the supervision of school property and for the supervision of students in school authorized activities while the employee is on duty.
- B. Employees shall care for and be responsible for instructional materials and equipment and shall promptly report damage, loss and theft of equipment, furniture or fixtures to his/her supervisor.

## **SECTION 6. EMPLOYEE'S PRIVATE/PERSONAL LIFE**

The private and personal life of an employee is not within the appropriate concern or attention of the District unless it affects the ability of the employee to perform their job with the District.

## **SECTION 7. STUDENT DISCIPLINE/ SAFETY**

- A. The District shall support and assist employees with respect to maintenance of control and discipline of students. The district shall provide an opportunity for employees to have input regarding development of disciplinary rules and procedures.
- B. All employees are responsible for student safety. Employees may use reasonable measures in accordance with State law and District policy with a student, patron or other person as is necessary to protect herself/himself, another employee or a student from attack, physical abuse or injury, or to prevent damage to District property.
- C. The District agrees to provide relevant District policies, rules, procedures and State laws pertaining to student discipline and safety to employees. Copies of the rules, procedures and State laws shall be kept accessible for employee review as needed.
- D. For choice transfer students, paraprofessionals will have the opportunity to review of the student's records prior to admittance into the district.
- E. All employees shall have access to make disciplinary referrals on skyward.



#### **ARTICLE IV. NOTICE OF JOB VACANCIES OR NEW JOB OPENINGS**

- A. Notice of job vacancies or new job openings district-wide shall be posted for at least five (5) days within the bargaining unit and may be simultaneously posted outside the bargaining unit, provided that priority for new positions will be given to qualified current members of the Association. Positions that are temporary in nature (for positions not to exceed sixty (60) days) will be advertised as such and the employee hired will be advised of the temporary nature of employment. Temporary positions which exceed sixty (60) days shall be reposted for internal transfer and shall become permanent thereafter.
- B. When filling open positions, the District shall consider qualifications and ability, with the District adhering to seniority as nearly as possible giving preferential rights within the job classification when ability and qualifications are equal with junior employees or other candidates being considered.

## **ARTICLE V - CONDITIONS OF WORK**

### **SECTION 1. WORK SCHEDULE**

- A. Assignment: Employees shall be assigned to a definite shift as directed by the District which shall not be changed without at least five (5) days prior notice to an employee, except in an emergency.
- B. The daily work schedule for full-time classified employees will be eight (8) hours per day. Employees whose work schedule is for less than eight (8) hours a day will be pro-rated.
  - 1. All employees who work at least five (5) hours a day will be scheduled a non-paid, duty-free meal period of at least thirty (30) minutes.
  - 2. Each workday shall include one fifteen (15) minute break scheduled as near as possible to the midpoint of each work period for each four (4) hours of work.
  - 3. If an employee is directed to remain at the work site during their duty-free breaks or duty-free lunch breaks, the employee, with the approval of their supervisor, may reschedule the missed break/lunch for later in that day's shift, or receive compensation for time worked.
- C. Emergency closures: On days when school has been closed due to severe weather or emergency conditions, unit members who are school year employees will not report for duty but will report on the student make-up day(s) or as directed by the District.
- D. Employee schedules/accrued leave: Annually, the District shall provide each employee with a written statement subject to be changed, as needed by the District, showing the hours/days to be worked, break times and meal periods.

### **SECTION 2. OVERTIME COMPENSATION AND CALL BACK**

- A. If a Superintendent or designee requests or requires an employee to work in excess of a regularly scheduled workweek the employee shall receive compensatory pay.
- B. Compensatory time will be paid monthly at time and one-half (1½) when a classified employee works in excess of forty (40) hours in any week.
- C. No classified employee may work in excess of his/her workweek schedule without prior approval of the supervisor or designee. No compensation is granted for overtime worked without prior approval. However, if an emergency should arise and the Superintendent or designee cannot be reached then subsequent approval will suffice.
- D. If an employee has left the work site following the completion of his/her shift and then is required to return to work, they shall be paid time and one-half (1½) at their regular rate of pay for the additional time worked.
- E. An employee called back to work on a paid holiday shall receive time and one-half (1½) at their regular rate of pay for actual time worked.

## **VI -EVALUATION**

### **SECTION 1. EMPLOYEE EVALUATION**

- A. Evaluations shall be made annually except for new employees who shall be evaluated once during their first ninety (90) work days of employment and shall be signed by the appropriate supervisor/administrator. The evaluation for other than new employees shall take place prior to May 31 each year.
- B. The employee shall sign the District's copy of the evaluation to indicate that he/she has received a copy of the report. The signature of the employee does not, however necessarily imply that the employee agrees with the contents of the evaluation. The employee will have the right to attach their written comments to the evaluation form.
- C. An employee shall have the opportunity to pre-conference with their supervisor before January 15, each year, to review the Employee Self-Evaluation Form (Appendix B-2) and shall be given a copy of his/her Performance Evaluation (Appendix B-1) at least one (1) day before any conference to discuss it. Provided however, if mutually agreed to between the supervisor and the employee, the Performance Evaluation Report Form (B-1) may be jointly completed at a mutually scheduled meeting.
- D. Evaluations shall be written on Appendix B-1 and shall include comments in which any rubric indicates Unsatisfactory or Needs Improvement and shall include, when pertinent:
  - 1. Strengths of the employee
  - 2. Weaknesses of the employee
  - 3. Specific suggestions which the employee might take to improve his/her performance in each of the areas wherein Unsatisfactory or Needs Improvement have been indicated.
- E. If an evaluation of an employee's performance indicates that the employee fails to fulfill his/her duties as defined by the job description, or consistently fails to observe the reasonable directions of the employee's supervisor; the employee may be placed on probation or terminated. If the employee is placed on probation, the supervisor will work with the employee to develop a written performance improvement plan. If the employee does not meet the requirements of the improvement plan, the employee shall be subject to termination by the District.

### **SECTION 2. PROBATIONARY EMPLOYEES**

- A. All new bargaining unit employees shall be on probation for the period of ninety (90) work days from the date of their employment. Retention of the employee during this period shall be at the sole discretion of the District.
- B. All new employees shall be evaluated at least once during their first ninety (90) work days of employment.
- C. The District shall provide written notice at the conclusion of the new employee probation indicating successful completion of the probationary period.

## **ARTICLE VII. STAFF REDUCTION AND RECALL**

### **SECTION 1. STAFF REDUCTION**

- A. In the event of a fiscal emergency which requires the District to reduce the number of employees, the District will do so based on seniority. Employees so affected by layoff shall be placed on a re-employment list maintained by the District according to layoff ranking. Such employees are to have first consideration in filling openings in the classification held immediately prior to layoff. Classification categories are listed in Article VII, Section 2.B. Names shall remain on the list for twenty-four (24) months. The termination of a temporary or substitute or leave replacement employee shall not be considered a layoff and will occur before regular employees are laid off.
- B. Employees on layoff status shall file their addresses in writing with the District office and shall thereafter promptly advise the District in writing of any change of address.
- C. An employee on layoff status shall forfeit rights to re-employment by not meeting the requirements as set forth in B above or if the employee does not reply to the offer of re-employment within ten (10) days.
- D. Reasonable notice. In the event the District anticipates a layoff of employees, the Association and the affected employees will be given as much notice as possible prior to the time the layoff would occur, provided however, that in no case will notice occur later than twenty (20) calendar days prior to the time the layoff would occur.
- E. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the District's records. It shall be the employee's responsibility to keep the District notified as to his/her current mailing address.
- F. Continuation of insurance benefits: Employees on layoff may be eligible to continue their insurance benefits in accordance with COBRA.

### **SECTION 2. SENIORITY**

- A. The seniority of an employee shall be established as of the date on which the employee began continuous employment with the District as a regular full-time or regular part-time employee and be based on total years of uninterrupted experience within the District.
- B. Categories. There will be two categories of employees for seniority purposes: Instructional Assistants, and Office/Clerical employees.
- C. Retention of seniority
  - 1. If an employee changes jobs or is re-assigned into another job which is in a different category but within the unit, they will retain seniority in the original category for a period of one (1) year, at which time they will lose their seniority in their old category.
  - 2. Unit members, who assume a position with the District, but outside the bargaining unit, and return to a unit position in their original category within eighteen (18) months, will have their original seniority restored.
  - 3. Seniority shall be lost for the following reasons: resignation, discharge for cause, and retirement.
  - 4. Seniority rights shall not be lost for the following reasons: industrial accident, industrial illness, paid leave, leave of absence granted by the Board, or for layoff status for less than

twelve (12) months. Seniority will not continue to accrue during the actual leaves without pay or while an employee is in layoff status.

- D. The District agrees to provide a seniority list to the President of the Association by October 1st if requested.

## **ARTICLE VIII - HOLIDAYS AND VACATIONS**

### **SECTION 1. PAID HOLIDAYS**

- A. Work performed on any state legal holiday will be paid at the rate of one and one-half (1-1/2) times the regular rate of pay.
- B. Employees shall be compensated at their regular rate of pay for the following holidays that fall within their work year:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas
- Day after Christmas
- New Year's Eve

When one of the above holidays falls on a Saturday, it will be observed on the preceding Friday. When one of the above holidays falls on a Sunday, it will be observed on the following Monday.

## **ARTICLE IX - LEAVES**

### **SECTION 1. SICK LEAVE**

- A. At the beginning of each school year each employee shall be credited with an advanced paid sick leave allowance of twelve (12) days. Sick leave with full pay may be used for absence caused by illness, injury, poor health, child illness/care, quarantine, or other disability. Sick leave accumulates and is vested as earned based on FTE status. Use of sick leave shall be expended on an hourly basis. 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 CASH OUT**

- A. The District shall maintain an attendance incentive program (*Sick Leave Cash Out*) for all employees in the following manner and consistent with WAC 392-136-015:
  - 1. In January of the year following any year in which a minimum of sixty (60) days of sick leave is accrued, and each January thereafter, any eligible employee may exercise an option to cash out such unused leave accumulated in the previous year at a rate equal to one (1) day's pay for each four (4) full days of accrued sick leave. Sick leave, which has been cashed out, shall be deducted from accrued sick leave. No employee may receive compensation under this section for any portion of sick leave accumulated at a rate in excess of one (1) day per month. After sick leave cash out, an employee's leave balance may not be below 60 days.
  - 2. At the time of separation from the District due to retirement or death, an eligible employee or his/her estate shall receive one (1) day's pay for each four (4) days accrued sick leave.
- B. Moneys received under this section shall not be included for the purposes of computing a retirement allowance under any public retirement system in this state.

### **SECTION 3. SICK LEAVE SHARING**

- A. The District shall administer a leave sharing plan in which employees who qualify under the provisions of RCW 41.04.665 may receive donated leave from other employees.
- 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 may donate 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.

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: be absent from working and causes great economic and emotional distress to the employee and/or family. Shared leave shall be extended to employees who are sick or temporarily disabled due to pregnancy disability or for the purpose of parental leave to bond with a newborn, adoptive or foster child.
3. No employee shall receive more than one hundred eighty (180) days of donated leave.
4. Donated sick leave will be deducted from the donor's sick leave balance as used and in the order donations were given. In the event the employee receiving donated leave does not use all leave donated, the unused donated leave shall be returned to any donor in reverse order of donation.
5. An employee using donated leave days shall receive the same benefits and pay as they had while 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 the return of the donated leave.
7. The Superintendent shall approve the request if it meets the statutory requirements. Non-approval requires the Superintendent to meet with the Association within five (5) days in a good faith effort to resolve any statutory conflicts.
8. Contribution of Sick Leave shall be on a voluntary basis and the names of donors and non-donors shall be kept confidential.
9. Donations of sick leave will not reduce the ability of the employee to cash out sick leave during the year donated. When calculating eligibility to cash out excess sick leave, donation of sick leave to another employee will be counted toward the 60-day minimum balance required after cash out. (WAC 392-126-104)

#### **SECTION 4. 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. Additional days in this section may be granted by the Superintendent. Bereavement leave shall be non-accumulative from year to year. A maximum of one (1) day per year may also be used to attend the funeral of close friends and shall be deducted first from personal leave and then from sick leave if personal leave has been exhausted.

#### **SECTION 5. MILITARY LEAVE**

Employees shall be granted military leave in accordance with State and Federal law.

#### **SECTION 6. JURY DUTY AND SUBPOENA LEAVE**

- A. Leave of absence with pay shall be granted for jury duty. Any reimbursement payment shall be retained by the employee.
- B. An employee shall be granted leave with pay as may be required by subpoena for any cases related to the employee's employment with the District. Any meal or mileage reimbursement shall be retained by the employee.



## **SECTION 7. PERSONAL LEAVE**

- A. An employee may, for personal reasons, be credited up to two (2) days of personal leave per year with a maximum accumulation of four (4) days. Such leave will be granted with pay. Prior notice of five (5) working days shall be given for personal leave unless emergency does not permit. Employees will not be required to state reasons for such leave other than that they are taking it under this section.
- B. Employees shall be given the option to cash in any unused personal day(s) each year at a rate of substitute pay. Each employee shall receive a "Personal Leave Cash Out Form" by June 1 of each year stating the number of hours eligible for cash out. Employees must complete the form and return it to the District by June 30 with the number of hours they wish to cash out. Unused days above rollover of four (4), if not cashed out, will automatically be lost.

## **SECTION 8. OTHER LEAVE WITHOUT PAY**

- A. An employee who is unable to perform his/her duties because of personal illness, maternity or other disability, as certified by a physician, may upon request be granted a leave of absence without pay at the exhaustion of sick leave. Application for leave and application for renewal of leave of absence for such conditions shall be made in writing to the Superintendent. The written request for the leave shall include a statement of the expected date of return to employment. An employee who has been granted leave may return to service during the period of the leave after giving ten (10) days written notice to the Superintendent and with written permission of his/her attending physician.
- B. Leave without pay may also be granted for other reasons approved by the Board.
- C. Employees who are on a one-year leave will notify the Superintendent in writing by April 1st, whether or not they intend to return the following year.
- D. Failure to respond in writing by the stated date shall result in termination of employee's status with the District.
- E. An employee returning from such leave shall be placed in the position last held or in a similar position in the District.
- F. Experience credit will not be earned by employees on leave without pay.
- G. Leaves for these conditions may be renewed annually.

## **SECTION 9. FAMILY MEDICAL LEAVE**

The District shall make available the terms of the Washington Family Leave Act/Family Medical Leave Act of 1993 in accordance with District policy.

## **SECTION 10. PAID FAMILY AND MEDICAL LEAVE (PFML)**

Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Employees using Paid Family Medical leave do not have to exhaust all other available leave before using paid family medical leave. Commencing January 1, 2019, the District will pay its share of the premium specified by law and the employee will be responsible for the remainder of the premium to fund this leave. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for

pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.

#### **SECTION 11. 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.

## 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 Support Personnel 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. 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 and submit any documentation at all stages of the grievance procedure.
- 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.

### SECTION 4. PROCEDURE

#### INFORMAL:

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

Notwithstanding the informal process, the following formal steps must be initiated on or before the twentieth (20<sup>th</sup>) working day of the occurrence on which the complaint is based, or within twenty (20) working days when the grievant learned of the occurrence. If the formal process is not initiated within twenty (20) working days, the grievance will be considered resolved at the immediate supervisor procedural step. Said resolution shall not set precedence nor establish a

“practice” of the interpretation and/or application of any provision of this Agreement.

### STEP 1 - FORMAL

If the grievant is not satisfied with the results of the informal process, they may invoke the formal grievance procedure by the individual employee or through the Association by reducing the grievance to writing containing the following:

1. The facts on which the grievance is based;
2. A reference to the provisions in this Agreement which have been allegedly violated, misapplied and/or interpreted;
3. The remedy sought; and,
4. The signature of the grievant (individual and/or Association).

A copy of the grievance form shall be delivered to the immediate supervisor, with a copy to the Superintendent. Within five (5) working days of submission, the parties will meet and attempt to find resolution. A written resolution or disposition by the immediate supervisor will be delivered to the employee and Association no later than five (5) working days from the meeting that attempts resolution or ten (10) working days from submission. If the resolution or disposition is agreeable to the parties, the employee, Association and supervisor shall sign and date their agreement.

### STEP II – APPEAL TO SUPERINTENDENT

In the event the Association and/or grievant are not satisfied with the disposition of the grievance at Step I within five (5) working days after receipt of same, or in the event that no disposition has been made within ten (10) working days after the grievance has been submitted to the immediate supervisor, the Association and/or grievant may submit the grievance to the Superintendent.

Within five (5) working days of submission to the Superintendent, the parties will meet and attempt to find resolution. A written resolution or disposition by the Superintendent will be delivered to the employee and Association no later than five (5) working days from the meeting that attempts resolution or ten (10) working days from submission. If the resolution or disposition is agreeable to the parties, the employee, Association and supervisor shall sign and date their agreement.

### STEP III – APPEAL TO BOARD

In the event the Association and/or grievant are not satisfied with the disposition of the grievance at Step II within five (5) working days after receipt of same, or in the event that no disposition has been made within ten (10) working days after the grievance is transmitted to the Superintendent, the Association and/or grievant may submit the grievance to the Secretary of the Board of Directors.

The Board shall have until their next regularly scheduled meeting to establish a hearing date. The hearing date shall be set with enough lead time (of no more than forty-five (45) calendar days) for the parties to assure that there will be a quorum for an Executive Session, give public notice of the meeting, and arrange for all parties to be present. The Board, after discussing and

deliberating the merits of the grievance, shall give their written decision to the Association and Grievant within ten (10) working days from the Board 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 IV – BINDING ARBITRATION**

If the Association and the grievant are not satisfied with the disposition of the grievance by the Board, within ten (10) working days after the receipt of written disposition 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 Chairperson of the Board written notice of its intention to binding arbitration. The arbitration shall be governed by the rules of the Public Employees Relations Commission (PERC). The arbitrator shall be selected from a list of no less than nine (9) Arbitrators provided by PERC. The Arbitrator will be selected by alternate striking of names from the provided list with the District striking first.

The Board and the Association and the Grievant shall not be permitted 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 arbitative 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 - COMMITTEE SERVICE**

### **SECTION 1. COMMITTEES**

If employees are directed or volunteer and are selected to participate on District or work site committees outside of their regular work schedule, they shall be compensated for all time in attendance at the employee's regular rate of pay or at the overtime rate

## **ARTICLE XII - INSURANCE**

### **SECTION 1. ELIGIBILITY**

The District offers insurance benefits through the Public Employees Benefits Board insurance program to all eligible employees.

- A. Eligible employees are those that work an average of at least four (4) hours per day per week.
- B. The District contribution is that amount directed by the SEBB program.
- C. Employees may participate in tax sheltered annuity programs approved by the Board.

### **SECTION 2. SECTION 125**

The District will make available to employees, at their option, an Internal Revenue Service Code Section 125 flexible benefits plan in accordance with District policy. The plan will be established, administered, and communicated to employees by the District without cost to the employees.

## **ARTICLE XIII - SALARIES**

### **SECTION 1. SALARY PAYMENT**

- A. Employees shall be paid in accordance with the terms of this Agreement. Except for substitute/leave replacement and temporary employees, an employee's base salary shall be paid in twelve (12) equal monthly installments.
- B. Salaries contained in Appendix A shall be for the entire term of this Agreement. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date as mutually agreed.
- C. Retroactive pay, where applicable, shall be paid on the first regular pay day following mutual ratification of this Agreement, if possible, and in any case not later than the second regular pay day. In the case of retroactive pay resulting from negotiations pursuant to Article XIV, such retroactive pay shall be paid on the first regular pay day following mutual ratification of such schedule, if possible, and in any case not later than the second regular pay day.
- D. An employee who is required or who volunteers and is approved to work for more than one (1) hour in a position on a higher salary range in the bargaining unit shall be paid their experience step in the higher classification. An employee who is required to temporarily work in a position on a lower salary range in the bargaining unit shall be paid their regular rate of pay.
- E. In the event of a mistake in payroll payment, the party who becomes aware of an error will notify the other party and the Association. The District, Association and employee affected will meet and mutually agree to a resolution.
- F. Both overpayments and underpayments will be limited to the current contracted year. Provided however, if the District receives an auditor's note of any over/under payments as a result of the next full audit, the parties will meet and reach agreement on any required adjustments as stated in E., above.



## **SECTION 2. TRAVEL**

- A. Employees required to travel on District business using their own vehicle shall be reimbursed for such travel on a per-mile basis at the IRS rate per mile or District approved rate, whichever is greater.
- B. For Board approved field trips that are out of State, country or extended, the District will pay employee(s) who are serving as designated chaperones their travel, meals, and lodging expenses that cannot be fully paid by the club or organization. Review of planning and finances by the Board are necessary prior to the trip. Employees who are participating in field trips solely in their capacity as a parent or guardian are not eligible for pay or reimbursement under this provision, unless otherwise agreed to in writing by the Superintendent.

## **SECTION 3. OTHER PROVISIONS**

- A. The District shall make available direct banking provisions for employees.
- B. Automatic payroll deduction for the following programs is available to employees:
  - 1. credit union deposits,
  - 2. approved tax sheltered annuities,
  - 3. additional insurance beyond basic benefits,
  - 4. Association dues, and
  - 5. Employee signed and authorized WEA/NEA political action contributions.

## ARTICLE XIV – TERM AND SEPARABILITY OF PROVISIONS

### SECTION 1. TERM

- A. The term of this Agreement shall be from September 1, 2021 to August 31, 2024.
- B. The parties agree to commence bargaining for a successor agreement prior to the end of the school year in which the Agreement expires.
- C. This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing. Provided, however, that the Agreement shall be reopened to renegotiate any required impacts of any legislation enacted which may affect the terms and conditions of this Agreement.
- D. If any provision of this Agreement or the application of any such provision is held by a court of competent jurisdiction as invalid, the remainder of this Agreement shall not be affected thereby.
- E. Neither party shall be compelled to comply with any provision of this Agreement which is found to be in violation of specific State or Federal statutes or regulations promulgated pursuant thereto.

Ratified by the Easton Education Support Personnel/WEA on the 16<sup>th</sup> day of June, 2021.

Ratified by the Easton School District Board of Directors on the 16<sup>th</sup> day of June, 2021.

For the ESPA/WEA:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Easton School District:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## APPENDIX A - SALARY SCHEDULES

| 21-22 with 3% Pay Increase (Me Too Clause)     | Sub Rate | Probation and Base | Step 1   | Step 2   | Step 3    | Step 4     | Step 5    |
|--|----------|--------------------|----------|----------|-----------|------------|-----------|
|  |          |                    | 1-4 Yrs. | 5-7 Yrs. | 8-11 Yrs. | 12-15 Yrs. | 16+ Years |
|  |          | 45 Days            | 102.7%   | 105.5%   | 108.2%    | 111.0%     | 113.7%    |
| Para Educator                                  | 18.08    | 20.09              | 20.64    | 21.20    | 21.75     | 22.30      | 22.86     |
| Trans Bilingual Co-ord. (+\$1.00 ParaEd2 rate) | None     | 21.13              | 21.67    | 22.23    | 22.78     | 23.33      | 23.89     |
| School Secretary                               | 19.59    | 21.77              | 22.37    | 22.97    | 23.57     | 24.16      | 24.76     |
| Accounts Payable Spec.                         | 20.25    | 22.51              | 23.11    | 23.74    | 24.35     | 24.97      | 25.60     |
| Head Cook                                      | 18.00    | 20.00              | 20.54    | 20.09    | 21.64     | 22.20      | 22.75     |
| Head Cook and FS Mgr.                          | None     | 21.00              | 21.54    | 21.09    | 22.64     | 23.20      | 23.75     |
| Para w/ BA Degree                              | None     | 24.17              | 24.83    | 25.50    | 26.16     | 26.83      | 27.49     |

| 22-23 with 5.5% Pay Increase (IPD)             | Sub Rate | Probation and Base | Step 1   | Step 2   | Step 3    | Step 4     | Step 5    |
|--|----------|--------------------|----------|----------|-----------|------------|-----------|
|  |          |                    | 1-4 Yrs. | 5-7 Yrs. | 8-11 Yrs. | 12-15 Yrs. | 16+ Years |
|  |          | 45 Days            | 102.7%   | 105.5%   | 108.2%    | 111.0%     | 113.7%    |
| Para Educator                                  | 19.07    | 21.19              | 21.78    | 22.37    | 22.95     | 23.53      | 24.12     |
| Trans Bilingual Co-ord. (+\$1.00 ParaEd2 rate) | None     | 22.29              | 22.86    | 23.45    | 24.03     | 24.61      | 25.20     |
| School Secretary                               | 20.67    | 22.97              | 23.60    | 24.23    | 24.87     | 25.49      | 26.12     |
| Accounts Payable Spec.                         | 21.36    | 23.75              | 24.38    | 25.05    | 25.69     | 26.34      | 27.01     |
| Head Cook                                      | 18.99    | 20.60              | 21.67    | 21.19    | 22.83     | 23.42      | 24.00     |
| Head Cook and FS Mgr.                          | None     | 22.16              | 22.72    | 22.25    | 23.89     | 24.48      | 25.06     |
| Para w/ BA Degree                              | None     | 25.50              | 26.20    | 26.90    | 27.60     | 28.31      | 29.00     |

| 23-24 with 2.25% Pay Increase (Me Too Clause. Subject to change according to IPD) | Sub Rate | Probation and Base | Step 1   | Step 2   | Step 3    | Step 4     | Step 5    |
|---|----------|--------------------|----------|----------|-----------|------------|-----------|
|   |          |                    | 1-4 Yrs. | 5-7 Yrs. | 8-11 Yrs. | 12-15 Yrs. | 16+ Years |
|   |          | 45 Days            | 102.7%   | 105.5%   | 108.2%    | 111.0%     | 113.7%    |
| Para Educator   | 19.50    | 21.67              | 22.27    | 22.87    | 23.47     | 24.06      | 24.66     |
| Trans Bilingual Co-ord. (+\$1.00 ParaEd2 rate)                                    | None     | 22.79              | 23.37    | 23.98    | 24.57     | 25.17      | 25.77     |
| School Secretary  | 21.14    | 23.48              | 24.13    | 24.78    | 25.43     | 26.06      | 26.71     |
| Accounts Payable Spec.  | 21.84    | 24.28              | 24.93    | 25.61    | 26.27     | 26.93      | 27.62     |
| Head Cook   | 19.42    | 21.06              | 22.16    | 21.67    | 23.34     | 23.95      | 24.54     |
| Head Cook and FS Mgr.   | None     | 22.65              | 23.23    | 22.75    | 24.43     | 25.03      | 25.62     |
| Para w/ BA Degree   | None     | 26.07              | 26.79    | 27.51    | 28.22     | 28.95      | 29.65     |

## **SECTION 1. SALARY NOTES**

- 1 Increase all salary schedule cells by the state approved IPD (2% for 21-22) each year for the term of contract.**
- 2 3-year contract, September 1, 2021-August 31, 2024**
- 3 Me Too Clause: If EEA receives a salary schedule % increase greater than IPD for any fiscal year during the term of the contract, district agrees to match the percentage increase on the ESPA salary schedule for the same fiscal yr. Me Too also includes the WA State Cares Act deduction.**
- 4 If the district pays the WA Cares Act deduction for any employee group during the term of the contract term, the district agrees to pay the deduction for ESPA staff in like kind.**
- 5 Longevity stipend of \$2,000 per employee at 14 years or more of service shall be paid annually.**
- 6 Bilingual Stipend of \$1,500 for Bi-lingual Para educator if qualified.**
- 7 Bilingual Stipend of \$1,500 for District Secretary if qualified.**
- 8 Graduation Stipend of \$1,000 for Graduation Coordinator**
- 9 Graduation Support Stipend, \$1,000 total, to be distributed among employees at the recommendation of the Graduation Coordinator. District Official will verify. Payable on the June 30<sup>th</sup> Warrant.**
- 10 Data Stipend of \$2,000 for the District School Secretary.**

## APPENDIX B -1 – PERFORMANCE EVALUATION REPORT FORM

### Easton School District # 28

This form is to be completed by the employee supervisor (or, upon mutual agreement, jointly completed at a mutually scheduled meeting).

| JOB CRITERIA:<br>CLERICAL/PARAEDUCATOR   | E | M | NI | U | NA | COMMENTS |
|--|---|---|----|---|----|----------|
| Demonstrates courteous, respectful, and responsive customer service to students, staff and community |   |   |    |   |    |          |
| Effectively demonstrates clerical skills including computer literacy, grammar and composition        |   |   |    |   |    |          |
| Maintains confidentiality  |   |   |    |   |    |          |
| Follows District policies and procedures   |   |   |    |   |    |          |
| Displays proficient money handling/ accounting/budget skills   |   |   |    |   |    |          |
| Prepares reports, memos, correspondence, forms, purchase orders                                      |   |   |    |   |    |          |
| Effectively processes required documents in a timely manner  |   |   |    |   |    |          |
| Accurately maintains records/files in a timely manner  |   |   |    |   |    |          |
| Assists in meeting preparation   |   |   |    |   |    |          |
| Schedules appointments/maintains calendars   |   |   |    |   |    |          |
| Knowledgeable about and complies with state and federal requirements                                 |   |   |    |   |    |          |
| Participates in scheduled trainings and meetings   |   |   |    |   |    |          |
| Manages conflict in an objective and positive manner   |   |   |    |   |    |          |

OVERALL RATING: E ☐ M ☐ NI ☐

#### EVALUATOR'S COMMENTS:

Strengths:

Weaknesses:

Specific Suggestions for Improvement:

#### EMPLOYEE'S COMMENTS (optional):

Check here ☐ if a statement from the employee is attached.

I hereby acknowledge this evaluation has been discussed with me and I am aware of its contents.

Date: \_\_\_\_\_ Employee \_\_\_\_\_

Date: \_\_\_\_\_ Evaluator \_\_\_\_\_

*The "NI" and "U" ratings  
require specific suggestions  
which the employee might  
take to improve their  
performance.*

## APPENDIX B-2 – EMPLOYEE SELF-EVALUATION FORM

### Easton School District # 28

|                |           |   |                            |
|----------------|-----------|---|----------------------------|
| Appraisal Key: | <b>E</b>  | = | Exceeds Standards          |
|                | <b>M</b>  | = | Meets Standards            |
|                | <b>NI</b> | = | Needs Improvement          |
|                | <b>U</b>  | = | Unsatisfactory             |
|                | <b>NA</b> | = | Not Applicable/No Observed |

***The "NI" and "U" ratings require specific suggestions which the employee might take to improve their performance.***

Prior to the Pre-Observation Conference, please self-assess the following criterion. The intent of this form is to provide you an outline for discussion purposes prior to your supervisor completing (or jointly completing) the Performance Evaluation Report Form (Appendix B-1).

- \_\_\_\_\_ 1. **ATTITUDE.** Treats others with respect; cooperates with others; is positive and professional; demonstrates a “can do” approach to responsibilities.
- \_\_\_\_\_ 2. **DEPENDABILITY.** Completes job responsibilities in a timely manner with minimal supervision; follows through to ensure completion of job responsibilities; accesses help and assistance where appropriate.
- \_\_\_\_\_ 3. **ATTENDANCE AND PUNCTUALITY.** Good attendance pattern; ready to start work on time.
- \_\_\_\_\_ 4. **ORGANIZATION.** Demonstrates ability to effectively and efficiently assess problems, set priorities, complete tasks and job functions; meets job standards in a timely and accurate manner.
- \_\_\_\_\_ 5. **COMMUNICATION.** Interacts and communicates with others in a respectful, courteous and professional manner.
- \_\_\_\_\_ 6. **HUMAN RELATIONS SKILLS.** Demonstrates sensitivity to individual differences; resolves conflict respectfully and professionally.
- \_\_\_\_\_ 7. **ETHICAL BEHAVIOR.** Demonstrates honest, trustworthy behavior; maintains appropriate confidentiality, adheres to district policies and procedures; acts as a positive role model.
- \_\_\_\_\_ 8. **JOB KNOWLEDGE AND SKILLS.** Demonstrates job knowledge and skills required in the position; fulfills job responsibilities and procedures in a timely manner; demonstrates continued growth; accepts direction in a positive manner.
- \_\_\_\_\_ 9. **FLEXIBILITY AND ADAPTABILITY.** Maintains high quality performance; demonstrates ability to adjust to changing job situations and challenges in a cooperative and flexible manner.
- \_\_\_\_\_ 10. **JUDGMENT.** Effectively assesses issues and problems, considers alternatives, determines priorities, and reaches prudent decisions.
- \_\_\_\_\_ 11. **INITIATIVE.** Self-starter; willingly seeks new and/or better ways to complete responsibilities and improve performance.

## APPENDIX C - 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.

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