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COLLECTIVE BARGAINING AGREEMENT BETWEEN

COLUMBIA SCHOOL DISTRICT

AND

PUBLIC SCHOOL EMPLOYEES OF

COLUMBIA SCHOOL DISTRICT

SEPTEMBER 1, 2004 - AUGUST 31, 2007

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PSE STATE OFFICE
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P R E A M B L E

3 This Agreement is made and entered into between Columbia School District (hereinafter "District") and
4 Public School Employees of Columbia School District (hereinafter "Association").
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ARTICLE I

10 **RECOGNITION**
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12 **Section 1.1.** The District recognizes the Association as the sole and exclusive bargaining unit for all
13 regular full-time and regular part-time classified employees in the following job classifications:
14 Paraprofessional, Secretarial, Custodial, Transportation, Food Service, Security and Maintenance.
15 Excluded from the bargaining unit are the Administrative Assistant, Secretary to the Superintendent,
16 Maintenance Supervisor, and all other employees of the District.
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ARTICLE II

22 **MANAGEMENT RIGHTS**
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24 **Section 2.1.** The parties agree that all rights, powers, functions, and authority of management are vested
25 in the District. Such rights, powers, functions, and authority include but are not limited to the right to
26 direct the work force, the right to hire, promote, retain, transfer and assign employees in positions; the
27 right to suspend, discharge, demote, or take other disciplinary action against employees. The District
28 shall retain the right to maintain efficiency of the District operation by determining the methods, the
29 means and the personnel by which operations undertaken by the employees in the unit are to be
30 conducted.
31

32 **Section 2.2. Drug And Alcohol Testing.** In the event the District has reasonable cause to suspect that
33 an employee may be under the influence of alcohol or illegal drugs while performing the responsibilities
34 of his/her employment with the District, the District shall have the right to require that such employee
35 subject him/her self to drug and/or alcohol testing. The complete cost of such testing shall be at District
36 expense. In the event that the test results are positive, the employee is entitled to a second test which may
37 include (at the employee's option) use of the Gas Chromatograph or other proven test of equal or greater
38 validity. The second test shall be at the employee's expense unless the second test contradicts the results
39 of the first test; in which case, the District shall pay for the second test.
40

41 In the event that testing remains positive, the District shall follow the requirements of the Just Cause
42 provision of this Agreement and shall provide, at its expense, for reasonable rehabilitation efforts when
43 such are warranted.
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45 **Section 2.2.1.** The District shall have the right to include drug and alcohol testing for pre-employment,
46 post accident or follow-up before return to duty.

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ARTICLE III

4 **RIGHTS OF EMPLOYEES**
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6 **Section 3.1.** It is agreed that the employees in the unit defined herein shall have and shall be protected in
7 the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association.
8 The District will not, directly or indirectly interfere with, restrain, coerce, or discriminate against any
9 employee in the exercise of these rights.
10

11 **Section 3.2.** Each employee shall have the right to bring matters of personal concern to the attention of
12 the appropriate Association representatives and/or appropriate officials of the District.
13

14 **Section 3.3.** Employees subject to this Agreement have the right to have Association representatives or
15 other persons present at discussions between themselves and supervisors or other representatives of the
16 District as hereinafter provided.
17

18 **Section 3.4.** Each employee reserves and retains the right to delegate any right or duty contained in this
19 Agreement, exclusive of compensation for services rendered, to appropriate officials of the Association.
20

21 **Section 3.5.** Neither the District, nor the Association, shall discriminate against any employee subject to
22 this Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a
23 physical handicap with respect to a position, the duties of which may be performed efficiently by an
24 individual without danger to the health or safety of the physically handicapped person or others.
25

26 **Section 3.6.** Each employee reserves the right to see all material placed in his/her personnel file and to
27 review the entire file upon request, provided that the request is made during regular working hours at the
28 District personnel office. Derogatory material contained in the file shall, upon request, be removed one
29 (1) year after its placement in the file. No material shall be placed in the personnel file without first being
30 brought to the attention of the employee.
31

32 **Section 3.6.1.** When an employee receives a written reprimand or warning from a supervisor that is to be
33 placed in his/her personnel file, the employee will be expected to sign the form, such signature only
34 indicating that he/she is aware of its existence. Such notice to the employee shall be considered as
35 adequate notice that a written response to the reprimand may be completed to be attached to the
36 reprimand document which is kept in the personnel file. Upon receipt of an employee's signed response,
37 the District shall include it within the personnel file.
38
39

40 **Section 3.7.** In all disciplinary actions where formal, written charges are to be given an employee, the
41 District will give the following notice:
42

- 43 A. Minimum notice of twenty-four (24) hours prior to the meeting time;
44 B. Give the employee a copy of the written charges a minimum of twenty-four (24) hours prior to
45 the meeting time.
46 C. Inform the employee that he/she has the right to have representatives of their choosing at the

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meeting.

Section 3.8. Definitions Of Employees.

- Regular Employee - one who has a regular daily assignment.
- Substitute Employee - one who is on call and fills in intermittently for a regular employee.
- Temporary Employee - one who fills a temporary position.

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1. The Association has the right and responsibility to represent the interests of all employees in the unit and to present its views to the District on all matters of concern, and to enter into collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit. The Association shall be consulted with respect to the manner and method of any reduction in force because of lack of work or other legitimate reasons.

Section 4.2. The Association shall promptly be notified by the District of any grievance or disciplinary action of any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure Articles contained herein. The Association is entitled to be present at any and all hearings for the resolution of such grievances.

Section 4.3. The Association reserves and retains the right to delegate any right or duty contained herein to the appropriate officials of the Public School Employees of Washington.

Section 4.4. Bulletin Boards. The District shall provide a bulletin board space in each building and the bus lounge for the use of the Association. The bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin shall be signed by the Association official responsible for its posting.

Section 4.5. When formal meetings are held between the Association and the District, each party shall be responsible for preparing its own minutes.

Section 4.6. Time during working hours, whenever possible, will be allowed Association representatives for attendance at meetings with the District. Time, whenever possible will also be allowed for representatives to discuss with the employees grievances and appropriated matters directly related to work situations in their area or craft. Association representatives will guard against the use of excess time in the handling of such matters.

Section 4.7. Visitation rights shall be granted to the designated representative of the Public School Employees of Washington to visit with employees in the appropriate bargaining units for purposes of grievance procedures and/or general information data. The visiting delegate shall notify the School

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1 District of his arrival.

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ARTICLE V

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6 APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

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8 **Section 5.1.** It is agreed and understood that appropriate matters for consultation and negotiation are
9 grievance procedures, wages, hours and working conditions.

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11 **Section 5.2.** It is further agreed and understood that the District will consult with the Association, and
12 meet with the Association upon its request, in the formulation of any changes being considered in
13 existing benefits, policies, practices and procedures that would directly affect the employees pursuant to
14 Section 1.1.

15

16 **Section 5.3.** It is further recognized that this Agreement does not alter the responsibility of either party to
17 meet with the other party to advise, discuss or consult regarding matters concerning working conditions
18 not covered by this Agreement.

19

20 **Section 5.4.** The Association will, as appropriate, be advised of current and predicted workload
21 information.

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ARTICLE VI

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27 CONFERENCE COMMITTEE

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29 **Section 6.1.** The Association will designate a Conference Committee of no more than six (6) elected
30 officers to meet with the Superintendent of the District or his designated representatives on a mutually
31 agreeable regular basis to discuss appropriate matters. Participation shall not cause additional cost to the
32 District.

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34 **Section 6.2.** The District will provide suitable space and a mutually agreeable time to conduct such
35 meetings.

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ARTICLE VII

7 **LEAVES**

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9 **Section 7.1. Sick Leave.** Each employee shall accumulate one (1) day of sick leave for each calendar
10 month worked; provided, however, that no employee shall accumulate less than ten (10) days of sick
11 leave per school year. An employee who works eleven (11) days in any calendar month will be given
12 credit for the full calendar month. Sick leave shall be vested when earned and may be accumulated to the
13 maximum allowable according to State Law. Sick leave benefits shall be paid on the basis of base hourly
14 rate applicable to the employee's normal daily work shift; provided, however, that should an employee's
15 normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick
16 leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick
17 leave is taken, and accumulated benefits will be expended on an hourly rather than a daily basis.

18

19 Sick leave will be granted for illness, injury and emergencies as herein provided. A physician's statement
20 of illness may be required upon the request of the Superintendent or designee.

21

22 **Section 7.1.1. Sick Leave Attendance Incentive Program.** In January of the year following any year
23 in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January
24 thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for
25 illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation
26 of the employee for each four (4) days of accrued leave for illness or injury in excess of sixty (60) days.
27 Leave for which compensation has been received shall be deducted from accrued leave at the rate of four
28 (4) days for every one (1) day of monetary compensation.

29

30 At the time of separation from school district employment due to retirement or death, an eligible
31 employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current
32 monetary compensation for each four (4) days of accrued leave for illness or injury. The maximum
33 accumulation for calculation of remuneration is one hundred eighty (180) days.

34

35 At the time of separation from employment, an employee who is eligible pursuant to the provisions of
36 RCW 25A.400.210, shall be allowed to cash out their sick leave, provided severance notification
37 occurs by April 1 for payment in the August paycheck.

38

39 **Section 7.1.2.** Sick leave sharing will be allowed in accordance with RCW 28.400.380 and School
40 Board Policy No. 5328.

41

42 **Section 7.2. Emergency Leave.** Upon approval by their supervisor, employees will be granted
43 emergency leave. For the purposes of this leave, an emergency is defined as a problem that was suddenly
44 precipitated, was of such a nature that preplanning was not possible, or where preplanning could not
45 relieve the necessity for the employee's absence. Emergency leave is deductible from accumulated sick
46 leave.

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6**Section 7.3. Paid Leave For Bereavement.** Paid leave may be applied to absence caused by a death in
7the employee's immediate family. Up to five (5) consecutive days leave per occurrence in one (1)
8contract year may be authorized. Immediate family includes mother, father, spouse, son, daughter,
9brother, brother-in-law, sister, sister-in-law, mother-in-law, or father-in-law, aunt or uncle, grandparent or
10a relative living in the same household as the employee. The District retains the right to require the
11employee to supply proof of death and/or relationship of descendent as well as justification or time
12required for bereavement related activities. Paid leave for bereavement will require prior approval. The
13Superintendent shall exercise discretion in granting paid bereavement leave that is not covered above.
14

15**Section 7.4. Personal Leave Days.** Two (2) paid leave days shall be granted for an employee's
16absence when a personal situation arises, provided a substitute can be secured. These personal days
17may be taken in one (1) hour increments if no substitute is required. However, if a substitute is
18required, then the leave must be taken in one-half (1/2) day increments. These two (2) days per year
19(first contracted day to the June payroll date) are separate from sick leave and bereavement leave.
20Employees not using their personal leave shall be able to cash out one (1) day of unused personal leave
21at the employee's current rate of pay, to be paid in June of each school year, provided that the
22employee has not used emergency leave. Unused personal days may be carried over to the next year up
23to a maximum of four (4) days.
24

25**Section 7.4.1. Incentive Day.** Employees who have completed fifteen (15) years service with the
26District will be given a third (3rd) personal day.
27

28**Section 7.5. Paid Leave for Maternity.** Paid leave may be applied to absence caused by childbirth and
29the employee's recovery from childbirth, provided that the employee shall be required to produce a
30physician's statement that such leave is necessary. The employee must notify the District in writing of the
31employee's beginning of absence and the intended day of return to work. The employee may be required
32to coordinate the return to work with the employee's physician and the Superintendent. An employee
33who has exhausted paid leave because of childbirth and/or recovery from childbirth may apply for an
34unpaid leave of absence in accordance with Unpaid Leaves contained in this Agreement.
35

36**Section 7.5.1. Paternity Leave.** A male employee, upon request, shall be granted up to three (3) days
37leave, on or about the date of the birth of his child. Such leave shall be deducted from that accumulated
38pursuant to Section 7.1 above.
39

40**Section 7.6. Unpaid Leave Of Absence.** An employee may be granted a leave of absence without pay
41for up to one (1) year. Such leave may be granted after the employee has made a written statement
42specifying the reasons for the requested leave without pay and the intended date of return to employment
43with the District. The District retains all rights in granting or not granting a leave of absence without pay.
44

45An employee who fails to return to work on the stated day of return shall forfeit all claims to employment
46with the District except that leave may be extended upon written application by the person on leave and

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1the express approval by the Superintendent. If a position of employment is open at the time an employee
2returns from leave of absence and the employee is qualified to fill such position, the District will offer the
3returning person the position; or similar to the position left by the employee at the time the leave of
4absence was begun.

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7**Section 7.7. Jury Leave.** In the event an employee subject to this Agreement is summoned to serve as a
8juror, or is named as a co-defendant with the School District, he or she will receive his or her normal days
9pay for each day he or she is required in court; provided, however, that any compensation, less meals and
10travel, received for such service shall be paid to the District.

11

12**Section 7.8. Family Leave.** Notwithstanding the provisions of the Federal Family and Medical Leave
13Act (FMLA), the employer agrees to apply the provisions of that Act to all employees in the bargaining
14unit who worked 950 hours or more in the previous twelve (12) months and meet the other eligibility
15requirements contained in the FMLA. In addition to any other leave provided for elsewhere in this
16Agreement, upon the birth of a child, the placement of a child with an employee for adoption or foster
17care, or for a serious health condition of an employee or an employee’s spouse, child or parent, each
18employee who has worked 950 hours in the previous 12 months is entitled to a maximum of twelve
19(12) weeks unpaid leave; provided, however, that employees may substitute accrued vacation or other
20personal leave for leaves related to the birth/adoption/foster care of a child, and may use accrued sick
21leave to care for themselves or sick family members as defined above. The employee must provide the
22Employer with at least thirty (30) days written notice for foreseeable leaves for birth, adoption and
23planned medical treatment. During this leave, the Employer will continue to pay the same portion of
24insurance premiums as when the employee was working, and will maintain the employee’s coverage
25under any group health plan. Upon return from such leave, the Employer will place the employee in
26his or her previous position, or one with equivalent pay and benefits.

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ARTICLE VIII

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VACATIONS

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34**Section 8.1.** Full-time, twelve (12) month employees are entitled to ten (10) days of vacation each year.
35Twelve (12) month employees working less than twelve (12) months in a contract year and/or working
36less than full-time during the contract year shall receive a prorated number of vacation days and hours.
37Full-time for purposes of vacation shall mean a regular eight (8) hour shift. Such vacation is not
38accruable and shall be taken at a time(s) approved by the Superintendent or his designee. All twelve (12)
39month employees shall receive one (1) additional day or prorated day of paid vacation for each year
40worked after five (5) years of service with the District, beginning with the 6th year, to a maximum of
41twenty (20) days or twenty (20) prorated days.

42

43**Section 8.2.** Vacations for eligible employees shall be scheduled at the request of the employee and with
44approval of the supervisor. Eligible employees with the greatest seniority shall be entitled to preference
45as to dates of vacation. Vacations must be scheduled in a manner so as not to disrupt the normal
46activities of the District.

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Employees who have earned more than three (3) weeks vacation may take an additional week following the annual two (2) week shutdown. All other employees shall take two (2) weeks vacation during the two (2) week shutdown, and the remainder of their vacation, during either Christmas break, spring break or as mutually agreed to by the employee and the supervisor.

ARTICLE IX

HOLIDAYS

Section 9.1. Full-time, twelve (12) month employees are entitled to the following paid holidays that occur during the employee's work year: If the holiday falls on a Sunday, Monday will be the designated holiday. If the holiday falls on a Saturday, then Friday will be the designated holiday.

- | | | |
|----|---------------------------|---------------------------|
| 16 | 1. Labor Day | 7. Martin Luther King Day |
| 17 | 2. Veterans' Day | 8. Presidents' Day |
| 18 | 3. Thanksgiving Day | 9. Memorial Day |
| 19 | 4. Day After Thanksgiving | 10. Fourth Of July |
| 20 | 5. Christmas Day | 11. Day Before Christmas |
| 21 | 6. New Year's Day | 12. Day After Christmas |
| 22 | | |

Section 9.1.1. Worked Holidays. Employees who are required to work on the above described holidays shall receive the pay due them for the holiday, plus twice their base rate for all hours worked on such holidays.

Section 9.1.2. Holidays During Vacation. Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one extra day of vacation with pay in lieu of the holiday as such.

Section 9.2. Less than full-time employees shall receive the following paid holidays that fall within their work year:

- | | | |
|----|---------------------------|---------------------------|
| 33 | 1. Labor Day | 6. Day after Christmas |
| 34 | 2. Veterans' Day | 7. New Year's Day |
| 35 | 3. Thanksgiving Day | 8. Martin Luther King Day |
| 36 | 4. Day after Thanksgiving | 9. Memorial Day |
| 37 | 5. Christmas Day | |
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ARTICLE X

11INSURANCE

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13**Section 10.1.** The District shall contribute the State allocated insurance amount per month starting
14September 1 each year, for each full-time equivalent employee in the bargaining unit and a prorated
15amount of the same for all regular, part-time employees, to a pool of funds to be used for the purchase
16of insurance benefits. Each eligible employee shall be entitled to select insurance options from the
17approved list of options. Those employees projected to be working four (4) hours or more (720 hours)
18shall be eligible to receive a District contribution for their selected benefits that is a prorated percentage
19of a full-time equivalent employee's contribution. The percentage of full-time equivalence will be
20determined by projecting the expected work year for an employee and finding the percentage that the
21projection is of a full-time (1,440 hour) position. The District will provide a supplemental insurance
22pool fund. This fund shall be \$6,800 for the 2004-2005 school year.

23After each employee has made his/her selection of benefits under the program provided herein,
24remaining funds in the pool, if any exist, shall be available for distribution to cover employees
25requested coverages. The amounts of pooled funds will be distributed by equal shares beginning with
26the smallest amount requested and thereafter repeating this function until all pooled funds are
27exhausted.

28

29The enrollment period shall be for thirty (30) days and shall be completed by October 1. Once
30enrollment is completed, no insurance options may be added or deleted during the contract year except
31for reasons associated with family status changes. Employee(s) filling new positions and hired after
32October 1 may elect insurance coverage from the plans available during the first thirty (30) days of
33employment. In the event the employee does not utilize his/her full amount available after making his/
34her selection, the balance shall be placed in the pool for future use as determined by the District and
35Association.

36

37Coverage for new employees shall begin after the first full calendar month of employment and shall
38continue for each month thereafter.

39

40If an employee hired during the school year should be a replacement for an employee terminating, then
41the new employee may elect insurance options to be paid for by the pool, but only up to the amount of
42a pool contribution that does not exceed the pool contributions made to the terminating employee for
43whom he/she is a replacement. Notwithstanding, new employees may pay for any of the insurance
44options not covered by a pool contribution by taking a payroll deduction to cover the cost.

45

46Any employee terminating employment shall be entitled to continue receiving the District insurance

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1 contribution for the remainder of the calendar month in which the termination is effective.

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3 All plans shall be determined mutually by the District and the Association.

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5 **Section 10.2.** The District shall provide tort liability coverage for all employees subject to this
6 Agreement.

7

8 **Section 10.2.1.** The parties agree to abide by all state laws relating to School District employees'
9 benefits, RCW 28A.400.275(1).

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ARTICLE XI

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12 HOURS OF WORK AND OVERTIME

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14 HOURS OF WORK

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16 **Section 11.1.** Each employee shall be assigned to advance to a definite shift with designated times of
17 beginning and ending, such shift shall not be changed without two (2) weeks notice to the employee.

18

19 **Section 11.2.** The Administration shall determine the length of each shift. Pay will be granted for work
20 assignment and rest periods only, except as hereinafter provided. A fifteen (15) minute first half and a
21 fifteen (15) minute second half rest period will be allowed for employees assigned more than seven (7)
22 hours of work daily.

23

24 **Section 11.3.** In the event an employee is assigned less than seven (7) hours daily, the employee shall be
25 given a fifteen (15) minute rest period during each three and one-half (3½) hours of work.

26

27 **Section 11.4.** The work week shall consist of five (5) consecutive days, Monday through Friday,
28 followed by two (2) consecutive days of rest, Saturday and Sunday.

29

30 **Section 11.5.** Employees required to work through their regular lunch periods will be given time to eat at
31 a time agreed upon by the employee. Any employee who works his/her entire shift, including the lunch
32 period, shall be compensated for the lunch period.

33

34 **Section 11.6.** In the event of an unusual school closure or delay due to inclement weather, plant
35 inoperation, or the like, the District will notify local radio stations by 6:00 a.m. In the event the District
36 fails to make the above notification, employees reporting to work shall receive a minimum of two (2)
37 hours pay at base rate. The Superintendent or designee will be responsible for directing buses in outlying
38 areas due to inclement weather.

39

40 **Section 11.7.** Employees requested by the District to replace a higher classification employee who is on
41 leave, shall receive additional compensation by moving the affected employee to their step in the higher
42 classification. Any employee who is temporarily transferred from a higher classification to a lower job
43 class shall retain the higher rate of pay.

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45 **Section 11.7.1.** Paraeducators, who are taking the teachers place for the entire day will be paid the same
46 as a substitute teacher, provided this has been approved by the Superintendent or his designee.

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2 **Section 11.8.** (For Transportation Personnel) A regular run is defined to mean delivering students to
3 school and/or home from school.

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5 **Section 11.8.1.** Drivers and attendants will be paid at their driving hourly rate for time spent in
6 attendance at required meetings. The in-service meeting will be paid at the driving rate.

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11 **Section 11.8.2.** Assignments shall be established by the District in relation to bus routes and time
12 requisite to fulfilling tasks assigned by the Superintendent or his designee; provided, however, that no
13 bus route or extra trips shall consist of less than one (1) hour. The fifteen (15) minute pre-trip is a part of
14 the one (1) hour guarantee. Trips over forty-five (45) minutes will be paid at a minimum of one (1) hour
15 and fifteen (15) minutes. If there is less than thirty (30) minutes layover time between assignments, the
16 employee's shift shall continue uninterrupted.

17

18 **Section 11.8.3.** Drivers shall be compensated for show-up time of two (2) hours on weekdays and
19 three (3) hours on weekends when previous notice was not given on a canceled assignment.

20

21 If two or more buses go on a trip to one location, the drivers shall be notified before the trip starts if one
22 bus is returning early.

23

24 **Section 11.8.4.** Drivers shall be allowed fifteen (15) minutes per run as pre-trip time as provided by
25 State law. Additional time shall be allotted due to unusual conditions as approved by the Superintendent
26 or designee. This time shall be paid at the driver's current rate.

27

28 **Section 11.8.5.** Drivers shall be allowed thirty (30) minutes per day for regular runs and thirty (30)
29 minutes per extra trip for clean-up. This time shall be paid at the driver's current driving rate. Provided
30 further, that drivers shall be paid for one (1) hour of driving time to pick up and deliver District vehicle to
31 the service facility, as approved by the Superintendent or designee.

32

33 **OVERTIME**

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35 **Section 11.8.6.** Extra trips shall be assigned on a seniority basis to regular drivers who have not
36 exceeded the 40-hour per week limit. Hours spent as a driver trainer or as the dispatcher are included in
37 the 40-hour maximum. If the supervisor approves, drivers will be allowed to vacate regular runs on the
38 day of the extra trips to stay below the 40-hour limit. To vacate a regular run on any other day will
39 require the approval of the Superintendent or his designee. Provided however, for the 2004-2005 school
40 year, extra trips that are not for extra curricular sports may be chartered by the District.

41

42 **Section 11.8.6.1.** Be it understood, that from time to time extra curricular trips may occur where a
43 "parent" driver (senior or non-senior) may have a "son" or "daughter" participating in the trip as a
44 student. Be it further understood and agreed that when assignments for such trips are posted, bid, and
45 assigned, the "parent" driver may be assigned the trip as a "common agreed courtesy outside of contract
46 seniority". All other necessary scheduling within the district shall be assigned without complication.

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1Should two (2) or more “parent” drivers have students in any “one (1)” trip, the senior “parent” driver
2shall be assigned, unless otherwise agreed upon by the involved “parent” drivers. An alternating list shall
3then be posted and monitored by the dispatcher maintaining “common courtesy” alternating assignments
4for further situations during the current school year.

5

6**Section 11.8.7.** All hours worked in excess of forty (40) hours per workweek, shall be compensated at
7the rate of one and one-half (1½) times the employee's base hourly rate, if approved by the
8Superintendent or designee. The employee shall have the option of having the time computed as comp
9time or as pay at one and one-half (1½) the base rate, in accordance with the Fair Labor Standards Act.

10(FLSA)

11

12**Section 11.8.8.** Employees called back on a regular workday shall receive no less than two (2) hours pay
13at the appropriate rate. Time worked in excess of two (2) hours under such conditions shall be rounded
14to the nearest quarter (¼) hour.

15

16**Section 11.8.9.** Events that require out of town and overnight stays shall be preliminarily posted with
17the transportation department ten (10) school days prior to scheduled departure, allowing drivers to
18review scheduling and assure driver availability. For the 2004-2005 school year, these trips may be
19chartered if they are not for extra curricular sports trips.

20

21A driver or drivers assigned these events shall be compensated for all hours driving. Drivers shall be
22provided their own motel room and the current per diem rate for meals according to board policy. Any
23driver required to transport students and chaperones to different locations during these events shall
24receive standby compensation while waiting for return transport to original location of departure.
25Drivers shall also be given eight (8) hours of standby availability compensation per day when no
26driving is scheduled. Provided however, that any part of this section that references standby will not be
27applicable for the 2004-2005 school year.

28

29**Section 11.8.10.** The President of the Association and his/her designated representative will be
30provided time off without loss of pay to a maximum of six (6) days per year to attend regional or state
31meetings with the purpose of these meetings is in the best interest of the District as determined by the
32District Administration and the Association. The Association will pay for a substitute if a substitute is
33hired.

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ARTICLE XII

GRIEVANCE PROCEDURE

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17 **Section 12.1.** A grievance is defined as an alleged misapplication of a specific Article or Section of this
18 Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of
19 such grievance. Such grievance shall be submitted to the following grievance procedure.
20

21 **Section 12.2.** An individual employee may present a grievance to the Board of its designated
22 representative without the intervention of the Association or its representatives, as long as any
23 adjustments are not inconsistent with the terms of this Agreement.
24

25 **Section 12.3. STEP ONE.** Within ten (10) working days of the alleged misapplication of the
26 Agreement, the employee will present the grievance to his immediate administrator during non-working
27 hours. After presentation of the grievance, the immediate administrator shall give his answer orally to the
28 employee.
29

30 **Section 12.4. STEP TWO.** If the grievance is not resolved in STEP ONE, the employee must, within
31 ten (10) working days of receipt of the administrator's answers, submit to the administrator a signed,
32 written "Statement of Grievance". The "Statement of Grievance" shall name the employee involved,
33 shall give the date of the alleged misapplication of this Agreement, shall state the facts giving rise to the
34 grievance, shall identify all the provisions of this Agreement alleged to be misapplied by appropriate
35 reference, shall state the contention of the employee with respect to these provisions, shall indicate the
36 relief requested, and shall be signed and dated by the employee involved.
37

38 The Administrator shall give the employee an answer in writing no later than ten (10) working days after
39 receipt of the written grievance.
40

41 **Section 12.5. STEP THREE.** If the grievance is not resolved in STEP TWO, it must be submitted
42 within ten (10) working days to the Superintendent or his designee and the aggrieved employee
43 (representative of the Association if the employee so desires) shall meet within a reasonable time, not to
44 exceed two (2) weeks in an attempt to resolve the matter.
45

46 **Section 12.6. STEP FOUR.** If a satisfactory disposition of the grievance is not made as a result of the

1

1 meeting provided in STEP THREE, above, either party shall have the right to file said grievance with the
2 Secretary of the Board within ten (10) working days of the meeting provided in STEP THREE.

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4 The Board will have twenty (20) working days to render its decision, in writing, to the Association and
5 aggrieved employee. The Board's decision shall be final.

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ARTICLE XIII

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16 PROBATION, SENIORITY AND LAYOFF PROCEDURES

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18 **Section 13.1.** The seniority of an employee within the bargaining unit shall be established as of the date
19 on which the employee began continuous daily employment (hereinafter "hire date") unless such seniority
20 shall be lost as hereinafter provided.

21

22 **Section 13.1.1.** The seniority rights of an employee shall be lost for the following reasons:

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- 24 A. Resignation;
- 25 B. Discharge for justifiable cause;
- 26 C. Retirement.

27

28 **Section 13.1.2.** Seniority rights shall not be lost for the following reasons, without limitation:

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- 30 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
- 31 B. Time on leave of absence granted for the purpose of serving the Armed Forces of the
32 United States;
- 33 C. Time spent on other authorized leaves; or
- 34 D. Time spent in layoff status as hereinafter provided.

35

36 **Section 13.2.** Seniority rights shall be effective within the general job classification, as used in this
37 Agreement. An employee who changes job classification, as per Section 1.1., within the bargaining unit
38 shall retain his/her "hire date" with the District notwithstanding, they have acquired a new seniority date
39 in their new classification, but shall not have seniority over employees in a different job classification.

40

41 **Section 13.3.** The employee with the earliest hire date shall have absolute preferential rights regarding
42 layoffs. The employee with the earliest hire date shall have preferential rights regarding vacation periods,
43 special services, promotions, assignments to new or open jobs or positions, when ability and performance
44 are substantially equal with junior employees. If the District determines that seniority rights in the
45 previous sentence should not govern because a junior employee possesses ability and performance
46 substantially greater than a senior employee or senior employees, the District shall set forth in writing to

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1the employee or employees and the Association its reasons why the senior employee or employees have
2been bypassed.

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4**Section 13.3.1.** Employees in the transportation department will have regular runs assigned by the
5District. All extra runs will be assigned by the District, with preferential assignment to the most senior
6drivers, unless an extra trip assignment will result in overtime pay, then the trip will be offered to the next
7most senior driver. Substitute drivers will be assigned after regular drivers have been given an
8opportunity to accept the assignment and have declined.

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15**Section 13.3.2.** A maximum of fifty dollars (\$50.00) or the contracted price by a provider selected by
16the District will be paid for an employee's physical examination as required by the District or State
17regulations. The District may, at its option, establish an arrangement with a qualified physician to
18provide required physical examinations for employees, the cost of which would be submitted directly
19to the District for payment. The employee has the option of obtaining the physical examination from
20the District-appointed physician or from a private practitioner. The employee agrees to submit the cost
21of the physical to the insurance carrier, providing the employee is insured. Any payment by the
22insurance carrier will be deducted from the fifty dollars (\$50.00).

23

24**Section 13.4.** Employees newly hired to the District shall remain on probationary status for a period of
25time not exceeding six (6) months. Testing for drugs and/or alcohol abuse may be required of all new
26employees and employees on probationary status.

27

28**Section 13.5.** The District shall publicize within the bargaining unit for five (5) working days the
29availability of open positions as soon as possible after the District is apprised of the opening.

30

31**Section 13.5.1. Definition Of Temporary Position.** Any time a regular position is known to be
32vacated for forty (40) consecutive working days, it shall become a temporary position and shall be posted
33indicating the approximate duration listed on the posting. Regular eight (8) or four (4) hour employees
34may apply and will be assigned according to Section 13.3. If a regular eight (8) hour employee fills the
35temporary position, his/her position will be posted as a temporary position and filled by a qualified
36regular employee or a substitute. In no case will more than two (2) employees be allowed to change
37positions. Any subsequent four (4) hour employee's position will not be posted, but will be filled by a
38substitute.

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40All regular employees affected by a temporary move will return to their former positions and appropriate
41rates of pay when the temporary position has expired.

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43New employees who are assigned to a temporary position will earn seniority, vacation and wages
44appropriate to the position in accordance with this Agreement after ninety (90) consecutive days.
45Benefits shall be accrued and can be accessed after being earned; provided, however, that benefits will
46only be paid to one (1) employee per position.

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Section 13.6. In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to layoff ranking. Such employees are to have priority over outside applicants, provided that the employee meets the posted job qualifications, in filling an opening in the classification held immediately prior to layoff. Names shall remain on the reemployment list for one (1) year.

Section 13.6.1. Employees on layoff status shall file their addresses in writing with the personnel office of the District and shall thereafter promptly advise the District in writing of any change of address. Employees, who refuse employment during their one year in the re-employment pool, will be dropped from the pool.

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ARTICLE XIV

DISCHARGE AND EVALUATION OF EMPLOYEES

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Section 14.1. The District may discharge any employee subject to this Agreement for justifiable cause.

Section 14.2. The issue of justifiable cause shall be resolved in accordance with the Grievance Procedures of this Agreement.

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Section 14.3. Notification to Non-Annual Employees. This Section is intended to be applicable to those employees whose duties necessarily imply less than twelve (12) months work per year.

Section 14.3.1. Should the District decide to discharge any non-annual employee, the employee shall be so notified in writing prior to the expiration of the school year.

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Section 14.3.2. Nothing contained herein shall be construed to prevent the District from discharging an employee for acts of misconduct occurring after the expiration of the school year.

Section 14.4. Evaluation. Each employee subject to this Agreement shall be evaluated annually, before June 1st, by his/her immediate supervisor. Such evaluation shall be made utilizing the employee evaluation sheets attached hereto and by this reference incorporated herein. No editorial changes shall be made to the evaluation form either by insertion or deletion. Additionally, the immediate supervisor shall write an analysis of the employee's job performance during the past school year. Each employee subject to this Agreement may appeal his/her evaluation to the Administrator responsible for personnel.

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ARTICLE XV

DUES DEDUCTION

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1 **Section 15.1.** The District shall deduct PSE dues or service charges from the pay of any employee who
2 authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such
3 funds deducted to the Treasurer of the Public School Employees of Washington on a monthly basis. PSE
4 will indemnify, defend and hold the District harmless against any claims made and against any suit
5 brought against the District on account of any payroll deductions for PSE. PSE agrees to refund the
6 District any amounts paid to them in error.

7

8 **Section 15.2. Representation Fees.** (Reference RCW 41.56.122) No member of the bargaining unit
9 will be required to join the Association, however those employees who are not members*, but are part of
10 the bargaining unit will be required to pay a representation fee to the Association. The amount of the fee
11 shall be determined by the Association. The representation fee shall be regarded as fair compensation
12 and reimbursement to the Association for fulfilling its legal obligation to represent all members of the
13 bargaining unit. (RCW 41.56.080 applies fully to this language)

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17 *Non-members hired prior to the 1991-92 school year are exempted from the Representation Fee.

18

19 In the event that the Representation Fee is regarded by an employee as a violation of their right to non-
20 association, such bona fide objections shall be resolved according to the provisions of RCW 41.56.122,
21 or the Public Employment Relations Commission.

22

23 **Section 15.3.** The Association agrees to defend and hold the District harmless against any legal action
24 brought against the District in reference to the Representation Fee deduction.

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ARTICLE XVI

30 **RETIREMENT**

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32 **Section 16.1.** In determining whether an employee subject to this Agreement is eligible for participation
33 in the Washington State Public Employees' Retirement System, the District shall report all hours worked,
34 whether straight time, overtime, or otherwise.

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36 **Section 16.2.** Employee Retirement Contribution Deferral: The Employee Retirement Contribution to
37 the Public Employees' Retirement System shall be tax deferred in accordance with applicable State rules
38 and regulations.

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ARTICLE XVII

44 **CONFORMITY TO LAW**

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46 **Section 17.1.** This Agreement shall be governed and construed according to the Constitution and laws of

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1the State of Washington. If any provision of this Agreement or any application to any employee or group
2of employees covered by this Agreement or any application to any employee or group of employees
3covered by this Agreement is found contrary to law, such provision shall become inoperative. All other
4provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

6**Section 17.2. Prior Working Experience.** Transfer Employees: Employees who leave one school
7district within the State of Washington and commence employment with the Columbia/Burbank School
8District shall retain the same longevity, leave benefits and other benefits that the employee had in his or
9her previous position unless the District’s system for computing such benefits differs from that of the
10previous school district, in which event the transfer employee shall be granted the same longevity, leave
11benefits and other benefits, as an employee in the District who has similar occupational status and total
12years of service. Notwithstanding the above, no transfer employee shall retain any seniority rights other
13than longevity. If a transfer employee is hired into a classification different than the classification held at
14the previous school district, the transfer employee shall be granted the same longevity, leave benefits and
15other benefits, as an employee in the District who has similar occupational status and total years of
16service and were to make such change in classification.

18 **ARTICLE XVIII**

20 **DURATION**

22**Section 18.1.** The term of this Agreement shall be from September 1, 2004 to August 31, 2007.

24**Section 18.2. Retroactive Pay.** Where applicable, shall be paid on the first regular pay day following
25execution of this Agreement if possible, and in any case not later than the second regular pay day.

27**Section 18.2.1. Pay Scale.** Less than twelve (12) month employees hired after September 1, 1999, who
28opt to take medical benefits, will be paid on a twelve (12) month schedule.

30**Section 18.3. Incremental Steps.** Where applicable, shall take effect on September 1 of each year
31during the term of this Agreement; provided, the employee has been actively employed continuously for
32at least one-half (1/2) of the previous employment year.

34**Section 18.4.** This Agreement may be reopened and modified at any time during its term upon mutual
35consent of the parties in writing; provided, however, that this Agreement shall be reopened annually to
36renegotiate Schedule A and fringe benefits herein*, and provided further, that this Agreement shall be
37reopened to consider the impact of any legislation enacted following execution of this Agreement which
38may arguably affect the terms and conditions herein or create authority to alter personnel practices in
39public employment.

41*There will be three (3) unspecified reopeners for each party. Results from mutually agreed upon study
42groups shall be bargained in addition to the openers.

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SCHEDULE A
COLUMBIA SCHOOL DISTRICT
SEPTEMBER 1, 2004 - AUGUST 31, 2005

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LEVEL:	O	I	II	III	IV
<u>YEAR COMPLETED:</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>4</u>	<u>6+</u>
Trainer/Dispatcher	\$13.70	\$14.26	\$14.57	\$15.13	\$15.45
Transportation	12.33	12.93	13.21	13.77	14.11
Transportation Standby	11.86	12.11	12.34	12.67	12.90
(for the 2004-2005 school year all time will be paid at the Driving rate)					
Courier	10.65	11.46	11.93	12.37	12.69
Paraprofessional	9.72	10.27	11.06	11.70	12.01
Library Technician	10.22	10.78	11.56	12.20	12.51
Home Visitor	12.32	12.88	13.55	14.29	14.61
Office Manager	11.25	11.69	12.48	13.29	13.62
Custodian I and Grounds	12.32	12.95	14.07	14.87	15.20
Custodian II	9.93	10.64	11.27	11.92	12.24
Food Service Lead	11.55	12.31	12.90	13.47	13.80
Head Cook, Assistant Food	9.86	10.34	10.96	11.59	11.90
Food Service, Computer/Meal Operator	9.28	9.94	10.52	11.14	11.43

Substitutes will be paid at the "O" step.

IN-SERVICE AND EDUCATIONAL STEPS

- A. 15 Credits or 150 clock hours approved by District **or** pass the Title 1 test - 1% of salary step.
- B. 30 Credits or 300 clock hours approved by District 1½% of salary step.
- C. 60 Credits or 600 clock hours approved by District 3% of salary step.
- D. 90 Credits or 900 clock hours approved by District 6% of salary step.

Employees will be required to submit all transcripts to the Superintendent.

Medication Dispensing: The District will pay an extra ten (\$0.10) cents an hour for those whose job description includes substantial responsibilities in this area. The Principal of each building is responsible for designating this individual in each building. Those members of the PSE who are designated for training but do not have substantial responsibility will be paid for training above the employees contracted yearly hours. This rate of pay for training will be ten (\$0.10) cents an hour above the employee's regular pay.

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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON

COLUMBIA CHAPTER

BY: /s/ Sharon L. Waters
Chapter President

DATE: December 14, 2004

COLUMBIA SCHOOL DISTRICT

BY: /s/ Ben C. Small
Superintendent

DATE: December 14, 2004

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1
1 COLUMBIA SCHOOL DISTRICT
2 CLASSIFIED EMPLOYEE EVALUATION
3 (Non-Certificated Positions)
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6 Employee's Name: _____ Date: _____
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8 Position: _____ Dept/School: _____
9

10 Evaluation Period: _____ through _____
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14 **PERFORMANCE TRAITS:** (Check one statement for each trait. Specific comments must be filled in and
15 suggestions for improvement written, if that trait is checked.)
16

17 **1. JOB KNOWLEDGE:** Possesses information and understanding of responsibility expected of the job as stated
18 in job description.
19

- 20 Lacks some required knowledge.
21 Satisfies job requirement.
22 Very well informed on all phases of work.
23

24 Specific Instances of #1: _____
25

26 Suggestions for Improvement: _____
27
28

29 **2. JOB PERFORMANCE:** The amount of regularly produced work consistent with job expectations.
30

- 31 In some respects below job requirements.
32 Satisfies job requirements.
33 More than satisfies job requirements.
34

35 Specific Instances of #1: _____
36

37 Suggestions for Improvement: _____
38
39

40 **3. QUALITY:** The extent to which work produced meets standards of quality expected of the job.
41

- 42 Work in some respects below job requirements.
43 Work satisfies job requirements.
44 Work done very well.
45

46 Specific Instances of #1: _____
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48 Suggestions for Improvement: _____
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JOB ATTITUDE: Amount of interest and initiative shown.

- Frequently indifferent toward work.
- Normal interest in work.
- Considerable interest in work.

Specific Instances of #1: _____

Suggestions for Improvement: _____

DEPENDABILITY: Extent to which employee remains on job, cares for property, and carries out instructions.

- Requires frequent supervision.
- Usually dependable with or without supervision.
- Very conscientious and reliable.

Specific Instances of #1: _____

Suggestions For Improvement: _____

ACCEPTANCE OF CONSTRUCTIVE CRITICISM: Ability to respond positively to suggestions and job performance comments.

- Lacks the ability to accept constructive criticism.
- Deals with criticism.
- Accepts guidance and suggestions from others.

Specific Instances of #1: _____

Suggestions for Improvement: _____

SAFETY: Ability to maintain safe working environment and follow established safety policies and guidelines.

- Often careless of safety of self and others.
- Follows acceptable safety practices.
- Exercises great care and foresees hazards to self and others.

Specific Instances of #1: _____

Suggestions for Improvement: _____

INITIATIVE: The self-motivation to achieve job expectations.

- Seldom perceives the need for starting independent action.
- Frequently notes need for and starts independent action.
- Originates well thought out action.

Specific Instances of #1: _____

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Suggestions for Improvement: _____

9. **STRESS:** The ability to withstand pressure and to remain calm in crisis situations.

- Under pressure is easily irritated.
- Has tolerance for crisis: Usually remains calm.
- Performs effectively under pressure.

Specific Instances of #1: _____

Suggestions for Improvement: _____

10. **COURTESY:** The politeness and cooperation given other people.

- Sometimes tactless.
- Agreeable and pleasant.
- Always polite and willing to help.

Specific Instances of #1: _____

Suggestions for Improvement: _____

11. **PERSONAL APPEARANCE:** The personal impression an individual makes on others. (Consider cleanliness, grooming, neatness, and appropriateness of dress on the job)

- Does not satisfy personal appearance expectations.
- Satisfies or exceeds personal appearance expectations.

Specific Instances of #1: _____

Suggestions for Improvement: _____

12. **ATTENDANCE:** Faithfulness in coming to work daily and conforming to work hours.

- Does not satisfy attendance and/or punctuality expectations.
- Satisfies or exceeds attendance and/or punctuality expectations.

Specific Instances of #1: _____

Suggestions for Improvement: _____

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STATEMENT ON OVERALL PERFORMANCE AND RECOMMENDATIONS:

(Required to be completed by evaluator)

EMPLOYEE COMMENTS:

(Optional)

Evaluator(s) Signature

Date

NOTE: (Employee comments must be recorded on the original copy and returned to the supervisor within five (5) working days from the time of evaluation discussion.)

I have read and have had an opportunity to discuss this evaluation of my work with my supervisor. I realize that my signature on this form **does not** mean that I agree with the evaluation. A copy of this report has been given to me. The Evaluation was completed prior to **May 15th** of the evaluated school year.

Signature of Employee being Evaluated

Date

Reviewed By Management Signature

Date

cc: Employee

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- 1 Evaluator(s)
- 2 Personnel Office File
- 3