

MASTER AGREEMENT BETWEEN THE
PATEROS SCHOOL BOARD
AND THE
PATEROS/CLASSIFIED
PUBLIC EMPLOYEE ASSOCIATION
(CPEA)
2022 – 2025

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PATEROS/CLASSIFIED PUBLIC EMPLOYEES' ASSOCIATION AND PATEROS SCHOOL DISTRICT

PREAMBLE

This Agreement is by and between the Pateros School District and the Pateros Classified Employees' Association. It has been negotiated pursuant to RCW 41.56.

ARTICLE I. ADMINISTRATION OF THE AGREEMENT

Section A. Definitions:

1. The term “District” shall mean the Pateros School District, Okanogan County, Washington State; or its agents.
2. The term “Board” shall mean the Board of Directors of the Pateros School District.
3. The term “Association” shall mean the Pateros Classified Public Employees' Association (P/CPEA).
4. The term “Parties” shall mean the District and the Association.
5. The term “Agreement” shall mean this collective bargaining agreement.
6. The term “Employee” shall mean any member of the bargaining unit as set out in this Agreement.
7. The term “Day” shall mean any day the District business office is open for business with the public.
8. The term “Superintendent” shall mean the chief administrative officer of the District or his/her designee.
9. The term “President” shall mean the President of the Association or his/her designee.
10. The term “PERC” shall mean the Washington State Public Employees' Relations Commission.
11. The term “Seniority” shall mean the length of service within the District as a member of the bargaining unit. Accumulation of seniority shall begin on the employee’s first working day under a district work agreement.
12. The term “Probation” shall mean the length of ninety (90) days in which a newly hired employee must serve before gaining the status of a non-probationary employee. At the completion of the probationary period, an employee with a satisfactory evaluation will be removed from probation. The District may, at their discretion, extend the probationary period of employees with an evaluation of less than satisfactory for an additional thirty (30) days. At any time during the probationary period, an employee may be discharged/terminated by the Board of Directors with the employee not being able to appeal this decision to a higher authority. The decision of the Board on termination/discharge is final for probationary employees. Non-probationary employees may only be discharged/terminated for cause except for the language under Article VI Layoff and Recall.

13. The term “SEBB” stands for School Employees’ Benefits Board and shall be used to refer to the state’s benefit plan for medical and other insurance offerings.
14. New employees will be placed on Step 1 of the salary schedule. After that a step is considered completion of a full year except for those employees hired mid-school year. Employees hired after the beginning of the school year and before April 1 will advance to the next step at the start of the following school year. Employees hired after April 1 will remain on their current step for the remainder of the school year and the following school year. (Greg will take to the board for a change to policy 5310)
15. Employees with prior similar service will be placed on the salary schedule according to the following:
 - a. One year of service will be granted for each year of full-time service to a school district in Washington State for the same job title.
 - b. Service for a different job title will not be counted.
 - c. Part time service will not be counted.

Section B. Recognition:

The District recognizes the Association as the exclusive bargaining agent for all full-time and regular part-time classified employees of the District, excluding elected officials, the Superintendent, certificated employees, confidential employees, and supervisors pursuant to PERC decisions 3911-A-PECB.

Substitutes: Employees covered by this Agreement shall also include employees who work thirty (30) or more continuous days in the same assignment in the current school year, and who continue to be available for work. The District retains the right to terminate the employment of a substitute at its' sole discretion.

Section C. Sole Agreement:

This shall be the sole Agreement between the Parties regarding wages, hours, and terms and conditions of employment. It shall supersede any rules, regulations, policies, resolutions or practices of the District which shall be contrary to or inconsistent with its terms.

Section D. Conformity to Law:

This Agreement shall be governed and construed according to the Washington State Constitution and Laws of the State of Washington. If any provision of this Agreement, or any application of the Agreement shall be found contrary to law by a court of administrative agency of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law. All other provisions or applications of the Agreement shall continue in full force and effect.

If any provision of this Agreement is held to be contrary to law, the parties shall agree to establish a mutually agreeable date to negotiate on the specific item.

Section E. Distribution of Agreement:

Following ratification of this Agreement the District shall prepare a camera ready copy of the Agreement for Association review and mutual editing. After editing, the District shall print the Agreement. The cost of such printing shall be shared equally by the Parties. The District shall distribute copies to all current employees. The Association shall distribute copies to all new employees. The District shall provide the

Association with six (6) additional copies. The District shall also make at least one (1) copy available for review by any applicant for employment with the District.

Section F. Joint Meetings:

Up to three (3) representatives of each of the parties agree to meet at least quarterly during the months of August, November, February and May, in reasonable places in order to monitor the administration of the Agreement and for mutual problem solving. The agenda shall be jointly agreed upon prior to the meeting. Such meetings shall not be grievance resolution conferences nor shall they be collective bargaining sessions regarding this or successor Agreements.

ARTICLE II. BUSINESS

Section A. Dues Deductions:

1. Members: Upon receipt of a written authorization the District shall deduct an amount equal to the fees and dues required for membership in the Association, including NEA, WEA, UniServ, and local. The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing by the employee using the process outlined by WEA. Dues deduction forms must be delivered to the business office.
2. Representation Fee: If a representation fee is allowed by law, the above language from the 2018-20 language will be implemented.
3. Indemnification: The Association shall indemnify and hold the District harmless from any claim regarding any provision of this Section.
4. New Hires: The names of all new hires with work assignments will be reported to the Association President within five (5) working days.

Section B. Other Deductions:

Upon receipt of written authorization, the District agrees to deduct from the salary of employees, premiums for those insurance and annuity programs which have been approved by the Association, the District, and SEBB. The sums which are deducted as premiums for approved insurance and annuity programs shall be forwarded in accordance with the written authorization.

Section C. Management Rights:

All legal rights, powers and authorities of the District, the Board, and its agents are retained by the District, the Board and its agents, except those which are modified or abridged by this Agreement.

Section D. Association Rights:

1. Use of School Buildings: The Association shall have access to use school buildings at all reasonable hours for meetings contingent upon approval of the building administrator.
2. Use of School Equipment: The Association shall have access to use district equipment, such as copy equipment, duplication equipment, calculating machines, computers, and audiovisual equipment at reasonable times when such equipment is not otherwise in use.
3. Use of such equipment shall be subject to the approval of the building administrator. Equipment shall not be used by the Association when such use would interfere with District needs or involved with political purposes.
4. The Association shall reimburse the District for the cost of materials used, and for any repairs required or any damages resulting from Association use (at the rate the District would charge for patron use).
5. Association Business: The Association shall have the right to transact business on school property at reasonable times, provided that such business shall not interfere with or interrupt normal school operations. This business will occur during non-duty hours or the employee will utilize personal leave, unpaid leave or vacation. Association representatives shall check in at the office of the building administrator prior to such business.
6. Use of District Bulletin Boards: The Association shall have access to post notices on District employee bulletin boards. Such notices must contain the name of the authorizing Association Representative.
7. Use of District Mail System: The Association shall have access to use the District mail, email systems, and employee mail boxes for communication purposes, provided that such use does not interfere with or interrupt normal District mail service or is involved with any political purposes.
8. Information: Upon reasonable request from the Association, the District shall provide all information which is of public record and such additional information which is pertinent to the Association's representation responsibilities. The District may bill reproduction costs at the same rate as is charged the general public. The reasonableness of this information being produced will be determined by the production of no more than 10 pages per day and could be delayed during the month for payroll or other delays created by deadline dates placed upon the district.
9. Board Agenda and Minutes: The District shall post a copy of the Board meeting agenda approximate to the front entrance to the school prior to the Board meeting and a copy in the staff room.

ARTICLE III. EMPLOYEE RIGHTS

Section A. Rights of Law:

Employees shall have the rights to freely organize, join and legally support the Association for the purpose of engaging in collective bargaining.

Section B. Non-Discrimination:

The provisions of this Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, sex, age, marital status, political activity or the presence of any sensory, mental or physical handicap except as required in accordance with this Agreement or as otherwise provided by law.

Section C. Personnel File:

1. Right To Inspect: Upon request, employees may inspect the contents of their personnel file in the presence of a Human Resources representative during the regular District business hours of the administration office. The cost of any duplication of materials shall be borne by the employee.
2. Representation: A representative of the employee's choice, at the employee's request, may accompany the employee in this inspection.
3. Comments: Employees shall be given the opportunity to attach his/her own written comments to materials placed in the personnel file. Such material shall be dated and signed by the employee.
4. Placement of Materials: Placement of Materials: Employees shall be given a copy of any material that is placed in their personnel file at the time it is so placed. No discipline or derogatory documents will be placed in an employee's personnel file without the District offering to have the employee's signature. The employee's signature does not mean that they agree to the content of the letter just that they have received it.
5. Removal of Materials: After a period of three (3) years, discipline or derogatory documents will be removed unless there has been a related disciplinary action during that time-period. Letters required to stay by law will NOT be removed.

Section D. Due Process and Causes:

1. Cause: No employee shall be disciplined or have his/her employment terminated without cause. This does not apply to probationary employees for termination as stated below in #7.
2. Written Grounds: The specific grounds forming the basis for disciplinary actions shall be made available to the employee in writing at the time discipline action is taken.
3. Hearings: Employees shall have the right to a fair hearing.
4. Association Representation: If an employee is to be disciplined or reprimanded by the board or its agent he/she shall be entitled to have an Association representative present.
5. Privacy and Confidentiality: Disciplinary action, or criticism shall be done in private. Corrective action should also be done in private unless an emergent situation dictates immediate action.

6. Complaints Against Employees: Any complaint regarding an employee made to any member of the administration which is used in any manner in evaluation or discipline shall be promptly investigated and called to the attention of the employee. The employee shall be given an opportunity to respond to and/or rebut such complaint.
7. Probationary Employees: At any time during the probationary period, an employee may be discharged/terminated by the Board of Directors with the employee not being able to appeal this decision to a higher authority. The decision of the Board on termination/discharge is final for probationary employees. Non-probationary employees may only be discharged/terminated for cause except for the language under Article VI Layoff and Recall.

Section E. Assignment and Transfer

When a classified position becomes open due to transfer, resignation, dismissal, or addition, all work agreement classified employees will be notified of the opening and given an opportunity to apply by posting the position for a minimum of five (5) working days for current employees to apply.

Section F. Employee Protection:

1. Threats: Any employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify the Superintendent and, if necessary, the appropriate law enforcement authority.
2. Self-Protection: Employees may use reasonable measures with a student, patron, or other person as is necessary to protect him/her self, a fellow employee, a teacher, an administrator or a student from attack, physical abuse or injury, or to prevent damage to District property.
3. Medication: No employee shall be requested or required to dispense or administer medication unless in accordance with Washington State law.
4. Student Discipline: The District shall support and assist employees with the control and discipline of students.

Section G. Job Descriptions:

The District shall provide job descriptions for any new positions covered by this Agreement to the Association President after the position is filled, if requested by the Association President.

Section H. Privacy:

The District shall not provide personal information concerning employees, including names, addresses, phone numbers, etc. to any person not required by law, or to any commercial or charitable organization without specific employee approval or Association agreement.

ARTICLE IV. EMPLOYEE EVALUATION

Section A. Purpose:

The purpose of all employee evaluations shall be to identify specific areas in which the performance of each employee is satisfactory, needs improvement or is unsatisfactory. Employees shall be evaluated at least twice each year with the first evaluation during the first ninety (90) school days and the second during the last ninety (90) school days of each year, with a minimum of forty-five (45) days between each evaluation. The first evaluation is due to the employee no later than the end of the first semester according to the district adopted school calendar. The second evaluation is due to the employee no later than the last day of school according to the district adopted school calendar.

Section B. Notice:

As part of a new employee orientation the district shall go over the evaluation form with the employee to be evaluated to achieve a mutual understanding of its contents.

Section C. Form:

Evaluations using either of the official forms shall constitute the only evaluation record in the employee's personnel file unless otherwise mutually agreed upon.

Section D. Eavesdropping Ban:

The use of eavesdropping or audio systems shall be strictly prohibited.

Section E. Evaluators:

Each employee shall be evaluated by a school District administrator/supervisor. No Association employee shall be required to evaluate other association employees.

Section F. Informal Observations:

Informal observation (self, peer, etc.) shall be encouraged and nothing in these procedures shall prohibit them. Such observation shall not become a part of the employee's official file without written approval from the employee.

Section G. Employee's Signature:

The employee shall sign each evaluation form after review of its contents. Such signing does not indicate concurrence with the evaluation, but only indicates the employee has received and read the evaluation.

Section H. Copy:

Each employee shall, at the conclusion of each evaluation period within the contract year, be provided a copy of the completed evaluation form.

Section I. Rebuttals:

An employee shall have the right to attach a disclaimer, a response or an addendum to the evaluation form.

Section J. Confidential File:

The District will maintain separate confidential files on each classified employee for those documents which may not be legally kept in their personnel files, i.e., I-9 form, health-related leave/emergency information, worker's compensation claims, medical and retirement enrollment information. Documents representing ongoing and/or closed legal investigations shall be maintained in the Superintendent's office.

ARTICLE V. LAYOFF AND RECALL

Section A. Definition:

1. The term "Layoff" as used in this article shall mean action by the Board to reduce the number of employees in the bargaining unit. Layoff does not mean employee's hired with a definite lay off date, i.e., special education paraprofessional hired to work with one student who leaves the district. This layoff circumstance will be relayed to the employee as part of the advertising of the position. Layoff does not include the reduction of hours of an employee.
2. The term "Reduction of Hours" as used in this article shall mean any reducing of a PCEA employee's hours from the previous school year to the current work year agreement due to a shortfall of students or funding to a new number of hours which is less than those stated in the current work agreement.
3. The term "seniority" shall mean the length of an employee's continuous service within the District as a member of the bargaining unit in a job related category such as secretary, aide, bus driver, custodian, cook, library aide and secretary aide. Accumulation of seniority shall begin on the employee's first work agreement day. It is also provided that breaks in service of one (1) year or less shall be bridged and considered as continuous. In the event that employees have the same seniority ranking, the employees so affected shall participate in a drawing by lot to determine seniority position. Seniority shall be lost by an employee upon termination, resignation, retirement, or transfer to a non-bargaining unit position.
4. The term "specific skills and qualifications" as used in this article shall include information from previous evaluations, training sessions, and specific skills learned previous to or on the job at Pateros School District and any other pertinent information that is in the best interests of the students. If the District determines that seniority rights should not govern because a junior Employee possesses qualifications or specific skills substantially greater than a senior Employee(s) and is in the best interests of the students, the District shall set forth in writing to the Employee(s) affected and the PECA President its reasons why the senior Employee(s) have been by-passed.

Section B. Lay-Off:

In the event that elimination of position(s) becomes necessary, the District shall first determine which employee position(s) shall be retained because of specific skills and/or qualifications relating to retained District positions. Prior to this determination the District shall seek input from the association.

Employees not retained under the preceding paragraph shall be subject to lay-off on the basis of seniority.

Employees to be laid off shall receive advance written notice as soon as possible after such decision has

been made. Layoff will not occur until the end of the current pay period, but no less than fifteen (15) working days.

Employees having additional skills and/or qualifications may report such skills and/or qualifications in writing to the Superintendent for additional consideration for reassignment.

Section C. Lay-Off Pool:

Employees who are laid off shall be placed in a re-employment pool for one (1) year from their last working day. Recall shall first be based on specific skills and qualifications relating to the District position to be filled and then be based on seniority. The district shall give employees written notice of recall from layoff by sending a registered or certified letter to the recalled employee at his/her last known address. If the employee does not respond personally or in writing to the district office within ten (10) working days of such notice of recall, the employee shall forfeit right of recall. The employee's address is as it appears on the Board's records shall be used in connection with layoff, recall or other notice to employees. It is the employee's responsibility to keep the district office informed of his/her current mailing address.

Section D. Benefits:

While in the employment pool, an employee may continue in the District fringe benefit programs for which he/she is legally qualified. Such continuance shall require reimbursement to the District of costs of the program by the first (1st) day of each month. Failure to reimburse the District shall result in the employee being dropped from the program(s).

All benefits provided by this Agreement and unused sick leave shall be granted each employee upon return to active employment.

ARTICLE VI. LEAVES

Section A. Illness, Injury and Disability (Sick) Leave

1. Accumulation: Every employee holding a regular full time (260 days) position shall accrue a total of twelve (12) days of illness, injury, and emergency leave for each school year to be credited to each eligible employee's account at the start of each school year.

Unused sick leave shall accumulate to a maximum of one-hundred-eighty (180) days.

Every employee holding a regular part-time position shall accrue such leave with pay at a rate of one day at their daily hours worked for each month they work. Equivalent amount. Example: An employee working in nine (9) months at six (6) hours per day would earn nine (9) days at six (6) hours per day.

2. Sick Leave Use: The intent of this leave is to make it possible for employees to be absent because of illness, injury, quarantine, maternity or other disability, or because of an emergency: but not for personal pleasure or profit. An employee may also use sick leave to bond with their newborn, adopted, or foster child, or employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking, as well as, for specified Military leave.
 - a. Family Illness: The District shall grant sick leave to employees in the event of illness, injury,

or disability within the immediate family of the employee. For purposes of this subsection the term "family" shall be defined as it is in "Emergency Leave", below.

- b. Appointment: Employees may use this leave for medical, dental, or ocular appointments
 - c. Fractional Day Use: In any instance involving use of a fraction of a day's sick leave, the charge to the employee's sick leave account shall be the actual amount of time absent from work.
 - d. Notice By Employee: When an employee will be absent from work due to illness, he/she shall give notice, if at all possible, to his/her principal or the person designated by the Superintendent to receive such notices, not later than 7:00 a.m. of the first day of the illness. If the absence may be for consecutive days, the District should be notified of the probable date of return.
 - e. Sick Leave Exhaustion: Any illness or disability extending beyond the accrued sick leave shall be considered a leave of absence without pay unless covered by the pooling of sick leave with other employees as designated by this contract.
3. Parental Leave: Any illness or temporary disability because of pregnancy and child birth, or bonding/caring for a newborn, adopted or foster child shall be eligible for sick leave benefits as provided for herein. An employee is authorized to use paid sick leave for absences that qualify such as physician documented pregnancy complications, physician documented time (six (6) to eight (8) weeks) to recover from labor and delivery, and physician documented post-partum medical disorders.
4. Emergencies: Emergencies are defined as those conditions which cannot be dealt with outside of working hours, and which require the employee to absent himself/herself from his/her duties,. Emergencies shall include injury or sickness to members of the employee's immediate family. Immediate family shall be understood to include spouse, children, brothers, sisters, parents, grandchild, grandparent, niece, nephew, aunt, uncle, or all of the above that are related to the employee's spouse or other dependents living in the classified employee's home. Also included will be quarantined employees until such time as he/she refuses the proper medical treatment to allow the employee to safely return to work. The Superintendent, at his/her discretion, may request such verification of the family relationship as he/she deems advisable. Emergency leaves are to be deducted from the total of twelve (12) days sick leave maximum per year or from the total accumulated leave under this provision.

Section B. Bereavement Leave:

Up to five (5) days leave with pay shall be authorized by the District in the event of death of any member of the immediate family and one (1) day for each death of other relatives or close friends.

Immediate family for bereavement leave purposes includes two primary caregivers, spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, or any relative living in the same household and respective spouses relatives.

Section C. Judicial Leave:

An employee who is summoned to serve as a juror or is obliged to appear in court as a party or subpoenaed

witness shall notify his/her immediate supervisor immediately upon learning of the need for leave. For jury duty, the employee shall receive normal pay, provided that any jury duty pay shall be paid to the District and further provided that employees retain any reimbursement for actual expenses. An employee who must be absent for judicial proceedings as a party shall be entitled to leave without pay or the use of his/her personal day/s as long as it/they are available. An employee who is subpoenaed as a witness shall be granted leave with normal pay, with any witness fees remitted to the District.

Section D. Long Term Leave of Absence:

Leaves of absence up to one (1) year without pay may be granted employees for the purpose of study, travel, child rearing, or other mutually agreed to reasons. Requests for child rearing leave shall not be unreasonably withheld. Employees granted such a leave shall be permitted to stay in the District insurance programs at their own expense (carriers permitting), and shall not gain or lose seniority or other benefits. Upon return from such leave, the employees shall be placed in the position last held or in a similar position in the District.

Section E. Assault and/or Accidents on the Job:

In the event of any on-the-job disability which is covered by State Industrial Insurance under the Workman's Compensation Act of the State of Washington, and including any disability due to any assault sustained in the course of his/her employment, the District shall pay to such disabled employee out of his/her accumulated sick leave an allowance equal to the difference between the State Workman's Compensation benefits and the employee's regular straight-time gross pay, less statutory deductions, beginning at the time of the disability and continuing until the accumulated sick leave allowance of the injured employee is expended. If the employee is still disabled after his/her earned sick leave allowance is expended, the employee shall revert to only the pay coverage afforded by State Workman's Compensation Insurance.

Section F. Association Leave:

The President shall be granted up to five (5) days leave without pay to be used to conduct Association business. Prior notification to the District is required. Such leave shall be granted provided that a satisfactory substitute is available. The Association will reimburse the District at the substitute rate whenever a substitute is actually used for an Association absence.

Section G. Military Leave:

The District shall grant military leave to any employee who is called into active duty, extended or temporary, as a member of the Armed Forces of the United States in accordance with law.

Section H. District Approved Leaves:

From time to time, employees may seek to attend professional meetings, workshops, or in-service functions in an effort to update or improve their value to the District. At times, such attendance may be requested by the District. Such absence shall be termed "District Approved Leave." In addition to full pay allowances, employees may be reimbursed for normal costs paid for meals, lodging, mileage and registration. All District approved leaves must have prior approval of the Superintendent.

Section I. Personal Leave:

Two (2) days of paid personal leave~~s~~ will be granted each year. A third (3rd) paid personal leave day will be added to the two paid personal leave days after five (5) continuous years of service with the district.

Personal leave days requested less five (5) days in advance need to be approved by the Superintendent/Supervisor to insure that there are substitutes available to cover the leave. The personal leave days cannot accumulate nor be transferred to the next year. Personal leave days will be paid at per diem to the employee, if they are not used during the year at the end of each school year.

Section J. Sick Leave Sharing:

1. Employees are granted the right to donate sick leave to come to the aid of another employee who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which causes the affected employee to take leave without pay or terminate his/her employment. An employee may also use this leave for pregnancy disability or for bonding/caring for a newborn, adopted or foster child, or if the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking.
2. An employee who has accrued sick leave balance of more than twenty-two (22) days is allowed to transfer his/her accumulated sick leave to a sick leave bank.
3. An employee may retain up to forty (40) hours of their sick leave when applying for leave sharing.
4. Employees cannot donate sick leave days that would result in his/her sick leave account going below twenty-two (22) days.
5. While an employee is on leave transferred under this section, he/she shall be classified as an employee and shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if he/she was using accrued sick leave.

Section K. Sick Leave Conversion Option:

At the time of separation from District employment due to retirement (as recognized by the Washington State Public Employees Retirement System) an employee, who has been employed by the Pateros School District for at least the five (5) previous years continuously, shall receive pay for accumulated but unused sick leave up to a maximum of one-hundred-eighty (180) days at a rate equal to one (1) days salary for each four (4) full days accrued leave for illness or injury. The money paid pursuant to the provision shall not be included for the purpose of computing a retirement allowance under any public retirement system in Washington, and shall be in accordance with the rules and regulations of the Superintendent of Public Instruction.

1. Commencing in January 2015, and each January thereafter, each eligible, current employee of the Pateros School District may elect to convert excess sick leave to monetary compensation as provided in this section.
 - a. Eligible employees: In order to be eligible to convert excess sick leave days to monetary compensation, an employee:
 - i. Shall have accumulated in excess of 180 full days of unused sick leave at a rate of accumulation no greater than one full day per month (a maximum of twelve days per year) as of the end of the previous calendar year; and
 - ii. Shall provide written notice to the school district during the month of January of his or her intent to convert excess sick leave days to monetary compensation.

- b. Excess sick leave: The number of sick leave days which an eligible employee may convert shall be determined by:
 - i. Taking the number of sick leave days in excess of one hundred eighty (180) full days that were accumulated by the employee during the previous calendar year at a rate of accumulation no greater than one full day per month of employment as provided by the leave policies of the Pateros School District (a maximum of twelve days per year); and
 - ii. Subtracting from the above the number of sick leave days used by the employee during the previous calendar year. The remainder, if positive, shall constitute the number of sick leave days which may be converted to monetary compensation.
- c. Rate of conversion: Sick leave days that are eligible for conversion shall be converted to monetary compensation at the rate of twenty-five percent of an employee's current, full-time daily rate of basic compensation for each full day of eligible sick leave (one day's pay for each four full days of eligible sick leave).
- d. All sick leave days converted pursuant to this section shall be deducted from the employee's accumulated sick leave balance.
- e. Compensation received pursuant to this section shall not be included for the purpose of computing a retirement allowance under any public system in this state.

ARTICLE VII. FISCAL MATTERS

Section A. Hours of Work:

1. Hours of Work: Employees required by the Superintendent to work beyond their normal shift, shall be paid overtime on the basis of straight time up to forty (40) hours per week and time-and-one-half beyond forty (40) hours.
2. Lunch Break: Each shift of five (5) or more hours per day shall include a thirty (30) minute uninterrupted lunch period where employees are free to leave the work site. Such lunch break shall be as near the middle of the shift as practical. With prior approval from supervisor employee may request to adjust their schedule.
3. Rest Break: Each shift shall include a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which shall occur as near the middle of each half shift as is practical. Employees working less than five (5) hours per day shall receive a fifteen (15) minute rest period for each two and one-half (2 1/2) hours worked.
4. School Closure: In the event of unusual school closure due to inclement weather, inoperative plant, or other such reason, the District shall attempt to notify employees prior to the beginning of the employee's shift. Employees not timely notified and reporting to work shall receive a minimum of two (2) hours work.

5. Fragmentation Pay: In the event an employee is assigned to work in more than one (1) pay category, said employee shall be paid at his/her higher rate of pay for all such hours worked in the higher pay category.

Section B. Holidays

The following paid holiday schedule shall apply to all employees, who are under a work contract when the holiday occurs. (Employees who drive bus only will be granted Holidays on a FTE rated basis)

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Juneteenth
6. Independence Day (for those working in July)
7. Labor Day
8. Veterans Day
9. Thanksgiving Day
10. Christmas Day

Section C. Annual Leave

The following paid annual leave schedule shall apply to all "full-time" (230 work days) employees.

<u>Number of Years Service</u>		<u>Number of Annual Leave Days</u>	
0-1	years	0	days
1-5	years	10	days
6	years	11	days
7	years	12	days
8	years	13	days
9	years	14	days
10-15	years	15	days
16	years	16	days
17	years	17	days
18	years	18	days
19	years	19	days
20	plus years	20	days

Vacation dates are subject to the approval of the Superintendent. Not more than five (5) days may be carried over to the next year. For purposes of this Section, the term "Full-time employee" is defined as an employee who works two-hundred-thirty (230) days per year excluding vacation days and holidays. Those who work less than eight (8) hours per day shall receive a pro-ration of the schedule above. For purposes of this Section, the term "day" shall mean employee work day.

Section D. Salary:

1. Schedule: Salaries shall be as set out in the schedule which is attached to and made a part of this Agreement as Appendix A. The Classified Salary Schedule (Appendix A) will be increased annually by the amount (in percent) the State increases the allocation for classified employees to the District.

2. Payment: Payment for salary shall be prorated over twelve (12) monthly pay checks. Pay checks shall be issued on the last banking day of each month, provided that if it is not necessary to issue interest bearing warrants. Employees may opt to personally pick up their pay check in the district office, direct deposit to a bank or mailed to a specified address.
3. Errors in Computations: Errors in computation related to salary and/or fringe benefits shall be brought to the attention of the employee or District as soon as discovered. In the event the District has made an over or under payment, the District and the employee shall work out a mutually agreeable plan for correction.
4. Substituting By Regular Employees: Classified employees will receive an additional dollar per hour (\$1.00 per hour) for the hours recorded and approved on a timesheet while coving for another employee in a different job title classification.
5. Extracurricular Bus Drivers:
 - a. Definition: The term "extracurricular bus trip" shall mean any trips other than the transporting of students to the start of the regular school day and from the end of the regular school day and/or any trip that is not a regularly scheduled to and from daily trip.
 - b. Pay Schedule: Drivers for Extracurricular bus trips shall be paid according to the schedule that is attached to and made a part of this Agreement as Appendix A.
 - c. Posting: Each upcoming extracurricular trip shall be posted for driver consideration as early as possible. Information on the posting shall include but necessarily be limited to: date of trip estimated time of departure, estimated time of return, destination, and type of activity.
 - d. Extracurricular Trip Rotation: Extracurricular trips shall be assigned by allowing the most senior work agreement bus drivers to have first choice of one of the extracurricular trips. The second most senior driver then will have their choice of extracurricular trips. This process will continue by seniority until all extracurricular trips have been assigned.
 - i. If all drivers have had an opportunity for an extracurricular trip, the rotation will start with the most senior driver again.
 - ii. If all the trips have been assigned prior to each driver having a choice, the rotation will begin with the driver next in line until all drivers have had an opportunity for a trip. If all contracted drivers have had an opportunity for a trip and there are additional trips left, contracted drivers will have the opportunity for the trips on a seniority basis.
6. New Hires: New hires, during their first ninety (90) days of employment shall be placed on probation. Upon receipt of a satisfactory evaluation after the period of probation the employee shall gain full salary status. New hires, on probation, will be evaluated a minimum of two (2) times (at least once every forty-five (45) days) during the probationary period.

Section E. Overtime:

1. Overtime: Overtime shall be time worked, with prior approval of the Superintendent, beyond forty

(40) hours per week and shall be compensated for a rate of time and one-half (1 1/2) of the employees regular hourly wage. If an employee is required by the Superintendent to work on a Holiday weekend, the employee shall be compensated at the overtime rate. The employee shall receive a minimum of two (2) hours of pay for this Holiday weekend work. Overtime shall be first offered to the most senior employee who is qualified to perform the work. Holiday weekend is defined as three (3) consecutive days, to include a Holiday.

2. Recall: Employees recalled to work after completing their normal shift shall be compensated at regular time until the total hours exceeds 40 hours in a week. At that time the employee will be reimbursed at one and one-half (1 1/2) for all such hours worked. Employees recalled on Sundays or holidays will be reimbursed at a rate of time plus one half of their salary.

Section F. Insurance Benefits:

SEBB Benefits

In accordance with state law, the District will offer to eligible employees all benefits offered by the School Employees Benefits Board (SEBB), administered by the Washington State Health Care Authority (HCA). The District will pay the employer contributions to the HCA for SEBB insurance coverage for all eligible employees and their dependents by state law and rules promulgated by the HCA.

Availability

Employees are eligible to receive the employer contribution for SEBB benefits in accordance with WAC 182-31-040. Employees are qualified if they work or will work a minimum of 630 hours during the year. The effective date of coverage is the first day of the month following the day the employee begins work.

Individuals must enroll on-line themselves or with forms provided by SEBB.

Benefit Termination

Any employee terminating employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective in accordance with WAC 182-31-050. In cases where separation occurs after completion of the employee's full contract obligation (retirement, the end of the school year), benefit coverage will continue through August 31 of that year, provided the employee's resignation specifies August 31 as the last day of employment.

Additional Options

In addition, any employee may participate in any other approved voluntary programs, provided, all premiums will be paid from payroll deductions by the employee and the optional benefits are allowed under WAC 182-31-140.

Deductions

Upon receipt of written authorization from each employee, the District agrees to deduct from the salary of its employees, premiums for those insurance and annuity programs pursuant to RCW 28A.405.400. The sums that are deducted as premiums for such insurance and annuity programs will be forwarded in accordance with the written authorization.

Employees on Leave or RIFed

An employee who is on District approved leave or has been laid off by District action and is in the reemployment pool may be eligible to participate at their own expense in the health insurance program in accordance with WAC 182-31-100.

Implementation Issues

The parties agree to meet and negotiate any discrepancies or disagreements that develop as the SEBB program is implemented.

Should any contract language be contrary to State law and/or SEBB rules, State law and SEBB rules shall govern.

Section G. Travel Reimbursement:

An employee who is required to use his/her own vehicle as part of his/her employee responsibilities (including employees who are required to travel between buildings) shall receive travel reimbursement equal to that amount authorized by the State for mileage reimbursement. In order for the employee to receive the mileage reimbursement that employee must verify that a district vehicle was not available at the time/s and date/s needed for the trip.

Section H. Training:

Employees attending training courses as directed and approved by the District shall be paid at their regular per diem pay if the training occurs during their regular employment time. Expenses incurred for course fees and tuition shall be paid by the District. Overtime shall be paid, if applicable.

The District agrees to reimburse bus driver's exam fee for the required CDL physical as required by the State.

ARTICLE VIII. GRIEVANCE PROCEDURE

Purpose: The purpose of this procedure is to provide for the orderly and expeditious adjustment of employee grievances.

Section A. Definitions:

1. Grievance means a claim based upon an event or condition which affects the conditions or circumstances under which an employee works, allegedly caused by misinterpretation or inequitable application of the terms of this Agreement. It also means for a claim to be considered a grievance by the terms of this contract the Association President must be notified of the claim.
2. Grievant means the employee or group of employees filing a grievance.
3. Time Limits: If the grievant fails to file or appeal according to the time-lines set out herein, the grievance may not be further pursued and shall be resolved according to the last formal response. In the event the District or its agents fail to meet a time-line, the grievant may proceed to the next step of the procedure. The specified time limits shall be strictly observed but may be extended by mutual

concurrence of the Parties.

Section B. Procedure:

1. The adjustment of grievances shall be accomplished as rapidly as possible. To that end, the number of days within each step shall be considered a maximum and every effort shall be made to expedite the process.
2. A grievant shall first take up a complaint or problem with the appropriate administrative supervisor in informal private discussion(s) and notify the Association President if the informal discussion does not remedy the complaint or problem. Every effort shall be made to adjust the complaint or deal with the problem in an informal manner. The grievant has thirty (30) business days to request a meeting for an informal discussion from the time of the event or learning of the event.

Step One: If the grievance is not resolved in informal discussion(s), the grievant may, if done in writing in ten (10) business days from the date of the informal discussion, present a formal grievance (Appendix B) to the appropriate administrative supervisor which shall begin the formal grievance. The supervisor shall provide a conference with the grievant within five (5) business days of the filing date. Every effort should be made to develop an understanding of the facts and the issues in order to create a climate which will lead to a solution. A written response shall be given to the grievant by the supervisor within five (5) business days following the formal grievance conference.

If the appropriate administration supervisor is the Superintendent, the grievant shall file the formal grievance instead with the Superintendent (Step two) and the same time lines as in Step One shall apply. If the grievance has not been adjusted to the satisfaction of the grievant within the same time lines as in Step One, the grievant may move to Step Three.

Step Two: If the grievance has not been adjusted to the satisfaction of the grievant at Step One within the time line, the grievant may, if done in writing in ten (10) business days from the written response received from the administrator in Step One, file an appeal with the Superintendent, who shall provide a written decision with reasons for said decision, which shall be given or mailed to the grievant by the Superintendent within five (5) business days following the formal conference.

Step Three: If the grievance has not been adjusted to the satisfaction of the grievant at Step Two within the time line, the grievant may, if done in writing in ten (10) business days, appeal to the Board by filing written notice with the Superintendent. The Board shall provide a hearing for the grievant at the next regularly scheduled Board Meeting. A written decision with reasons for said decision shall be given (or mailed) to the grievant within five (5) business days after the Board Appeal Meeting. The decision of the Board shall be final and binding upon the parties.

Section C. Miscellaneous Conditions:

Cooperation of the Parties: The Parties will cooperate in their investigation of any grievance; and will furnish such information as is requested for the processing of any grievance.

No Reprisals: No reprisals of any kind will be taken by the District or its agents against any employee because of his/her participation in this grievance procedure.

Form: The form for filing grievances is attached to and made a part of this Agreement as Appendix B.

ARTICLE IX. DURATION

Section A. Effective Dates:

This Agreement is in full force and effect as of September 1, 2022, and shall remain so through August 31, 2025. It may be reopened during this period only by mutual agreement, provided for Salaries and Benefits and two (2) “wildcard openers” per year, as identified by an existing capital letter in the Agreement by each of the Parties; and any matter that is addressed in the Agreement that is directly affected by legislative action shall be open for negotiation.

EXECUTED THIS _____ day of _____, 2022, at Pateros, Okanogan County, Washington, by the undersigned officers, with the authority of and on behalf of the Parties.

FOR THE DISTRICT

FOR THE ASSOCIATION

Board Chair

Association President

Superintendent

Lead Negotiator

PATEROS CLASSIFIED SALARY SCHEDULE FOR 2022-23

Includes 7.5% increase

2022-23	Substitute	1	2	3 to 5	6 to 10	11 to 15	16 to 20	21 to 25	26 +
Paraprofessional	15.58	16.89	17.21	17.73	18.44	19.55	20.73	22.59	24.62
Food Service	15.58	16.54	16.88	17.39	18.08	18.97	19.93	20.93	21.98
Secretaries	17.21	19.83	20.24	20.86	21.68	22.33	23.45	24.62	26.33
Custodial	17.53	20.21	20.62	21.22	22.08	23.18	24.34	25.56	26.84
Grounds Keeper	19.04	23.46	23.92	24.63	25.63	26.91	28.26	29.39	30.56
Bus Driver (to and from)	20.35	23.46	23.92	24.63	25.63	26.91	28.26	29.39	30.56
Bus Driver (Extracurricular)	19.00	19.38	19.77	20.36	21.18	22.04	22.91	23.82	24.79
Bus Mechanic	21.38	26.14	26.71	27.42	28.42	29.70	31.06	32.19	33.36

***Special Ed High Needs/Intensive Support Paraprofessionals:** Paraprofessionals who support students with severe behavior needs to support functional behavioral assessment, progress monitoring, and behavioral interventions, and those paraprofessionals who support students requiring toileting, diaper changing, bathing, catheterization, feeding, or any new State Statutes and Regulations will receive a \$1.00/hour increase in wage when working with those students.

Classified employees who possess educational degrees will receive \$0.25/hour if they hold an AA degree and \$0.50/per hour if the hold a BA degree or higher.

Section A. Starting Wages:

Starting salaries shall be increased annually by the same percentage that the State allocates and funds for salary increases for employees.

Section B. Extracurricular Bus Drivers:

Extracurricular bus trips shall be paid on hourly rate reflecting the current yearly wage. Extracurricular bus trips are defined as anytime other than the transporting of children from the start of the school day and the end of the school day.

PATEROS/CPEA FORMAL GRIEVANCE FORM

NAME OF GRIEVANT: _____ DATE: _____

ASSIGNMENT: _____ BUILDING: _____

PERSON TO WHOM GRIEVANCE IS SUBMITTED: _____

SPECIFIC CONTRACT ARTICLE VIOLATED: _____

BRIEF DESCRIPTION OF GRIEVANCE: _____

DATE VIOLATION OCCURRED: _____

DATE GRIEVANT BECAME AWARE OF VIOLATION: _____

REMEDY SOUGHT: _____

SIGNATURE OF GRIEVANT: _____

DATE OF SIGNATURE: _____

Send the original signed grievance to the person with whom the grievance is filed. Send one copy each to the Superintendent and Association President.

PATEROS SCHOOL DISTRICT - P/CPEA
OPTION #1 CLASSIFIED EMPLOYEE EVALUATION REPORT FORM

Employee's Name: _____

Position _____ Evaluator _____

Dates of Observation _____ Date of Evaluation _____

- S = Meets District Criteria
- NI = Needs Improvement to Meet District Criteria
- U = Does Not Meet District Criteria

1. OVERALL JOB PERFORMANCE:	S	NI	U
1. Understands the job and the job description	S	NI	U
2. Completes assigned tasks	S	NI	U
3. Seeks and accepts additional tasks when appropriate	S	NI	U
4. Attempts to upgrade his/her performance	S	NI	U
5. Has a good attitude toward his/her duties and assignments	S	NI	U
6. Follows directions	S	NI	U
7. Is punctual	S	NI	U
8. Offers constructive suggestions when appropriate	S	NI	U

COMMENT: _____

2. OVERALL WORK SITE MANAGEMENT:	S	NI	U
1. Maintains a clean and pleasant working area	S	NI	U
2. Maintains a current inventory of needed supplies and equipment	S	NI	U
3. Demonstrates proper care of the equipment	S	NI	U
4. Can produce necessary information that may be requested in a timely fashion	S	NI	U

COMMENT: _____

3. OVERALL OCCUPATIONAL PREPARATION:	S	NI	U
1. Seeks and accepts new methods from peers	S	NI	U
2. Seeks and accepts new methods from other districts	S	NI	U
3. Maintains active credentials as necessary	S	NI	U
4. Attends District in-service programs	S	NI	U
5. Attends District approved in-service workshops that are beneficial to job performance	S	NI	U
6. Makes constructive suggestions that make your job more efficient	S	NI	U

COMMENT: _____

4. OVERALL EFFORT TOWARD IMPROVEMENT WHEN NEEDED:	S	NI	U
1. Accepts constructive criticism	S	NI	U
2. Keeps abreast of current changes pertaining to his/her job	S	NI	U
3. Shows effort to improve in skills and techniques	S	NI	U
4. Seeks and accepts new methods	S	NI	U
5. Attends District approved in-service workshops that are beneficial to job performance	S	NI	U

COMMENT: _____

5. OVERALL RAPPORT WITH STUDENTS AND STAFF	S	NI	U
1. Has a positive influence on the students	S	NI	U
2. Supports the students and their activities	S	NI	U
3. Gets along well with others	S	NI	U
4. Keeps lines of communication open	S	NI	U
5. Supports fellow staff members	S	NI	U
6. Utilizes the chain of command when appropriate	S	NI	U
7. Is polite, courteous and helpful	S	NI	U
8. Gets along well with subordinates	S	NI	U
9. Gets along well with those in authority	S	NI	U
10. Has a positive working relationship with staff	S	NI	U

COMMENT: _____

Evaluator's Signature _____ Date: _____

Employee's Signature _____ Date: _____

(NOTE: Employee's signature indicates only that he/she has read and has received a copy of this evaluation, not necessarily that he/she agrees with the content. Employee comments may be attached.)

*****FIRST EVALUATION DUE TO THE EMPLOYEE BY THE END OF THE FIRST SEMESTER ACCORDING TO THE DISTRICT ADOPTED SCHOOL CALENDAR.**

*****SECOND EVALUATION DUE TO THE EMPLOYEE BY THE LAST DAY OF SCHOOL ACCORDING TO THE DISTRICT ADOPTED SCHOOL CALENDAR.**

PATEROS SCHOOL DISTRICT - CPEA
OPTION #2 CLASSIFIED EMPLOYEE EVALUATION REPORT FORM

Employee's Name _____

Position: _____ Evaluator: _____

Dates of Observation: _____ Date of Evaluation: _____

- 4 = Distinguished (Consistently exceeds expected levels of performance)
 3 = Proficient (Consistently meets expected levels of performance)
 2 = Basic (Occasionally meets expected levels of performance)
 1 = Unsatisfactory (Consistently does not meet expected levels of performance)

1. OVERALL JOB PERFORMANCE:	4	3	2	1
1. Understands the job and the job description	4	3	2	1
2. Completes assigned tasks	4	3	2	1
3. Seeks and accepts additional tasks when appropriate	4	3	2	1
4. Attempts to upgrade his/her performance	4	3	2	1
5. Has a good attitude toward his/her duties and assignments	4	3	2	1
6. Follows directions	4	3	2	1
7. Is punctual	4	3	2	1
8. Offers constructive suggestions when appropriate	4	3	2	1

COMMENT: _____

2. OVERALL WORK SITE MANAGEMENT:	4	3	2	1
1. Maintains a clean and pleasant working area	4	3	2	1
2. Maintains a current inventory of needed supplies and equipment	4	3	2	1
3. Demonstrates proper care of the equipment	4	3	2	1
4. Can produce necessary information that may be requested in a timely fashion	4	3	2	1

COMMENT: _____

3. OVERALL OCCUPATIONAL PREPARATION:	4	3	2	1
1. Seeks and accepts new methods from peers	4	3	2	1
2. Seeks and accepts new methods from other districts	4	3	2	1
3. Maintains active credentials as necessary	4	3	2	1
4. Attends District in-service programs	4	3	2	1
5. Attends District approved in-service workshops that are beneficial to job performance	4	3	2	1
6. Makes constructive suggestions that make your job more efficient	4	3	2	1

COMMENT: _____

4. OVERALL EFFORT TOWARD IMPROVEMENT WHEN NEEDED:	4	3	2	1
1. Accepts constructive criticism	4	3	2	1
2. Keeps abreast of current changes pertaining to his/her job	4	3	2	1
3. Shows effort to improve in skills and techniques	4	3	2	1
4. Seeks and accepts new methods	4	3	2	1
5. Attends District approved in-service workshops that are beneficial to job performance	4	3	2	1

COMMENT: _____

5. OVERALL RAPPORT WITH STUDENTS AND STAFF	4	3	2	1
1. Has a positive influence on the students	4	3	2	1
2. Supports the students and their activities	4	3	2	1
3. Gets along well with others	4	3	2	1
4. Keeps lines of communication open	4	3	2	1
5. Supports fellow staff members	4	3	2	1
6. Utilizes the chain of command when appropriate	4	3	2	1
7. Is polite, courteous and helpful	4	3	2	1

- | | | | | |
|--|---|---|---|---|
| 8. Gets along well with subordinates | 4 | 3 | 2 | 1 |
| 9. Gets along well with those in authority | 4 | 3 | 2 | 1 |
| 10. Has a positive working relationship with staff | 4 | 3 | 2 | 1 |

Option # 2 Classified Employee Evaluation Report Form - Page 2

APPENDIX D

COMMENT: _____

Evaluator's Signature _____ Date: _____

Employee's Signature _____ Date: _____

(NOTE: Employee's signature indicates only that he/she has read and has received a copy of this evaluation, not necessarily that he/she agrees with the content. Employee comments may be attached.)

*****FIRST EVALUATION DUE TO THE EMPLOYEE BY THE END OF THE FIRST SEMESTER ACCORDING TO THE DISTRICT ADOPTED SCHOOL CALENDAR.**

*****SECOND EVALUATION DUE TO THE EMPLOYEE BY THE LAST DAY OF SCHOOL ACCORDING TO THE DISTRICT ADOPTED SCHOOL CALENDAR.**

