

COLLECTIVE BARGAINING AGREEMENT BETWEEN

ASOTIN-ANATONE SCHOOL DISTRICT

AND

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON

ASOTIN-ANATONE CHAPTER

SEPTEMBER 1, 2007 - AUGUST 31, 2010

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DECLARATION OF PRINCIPLES

1. Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.
 2. The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.
 3. Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.
 4. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
 5. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well being of employees within the spirit of the Public Employees Collective Bargaining Act. And further, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.
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P R E A M B L E

This Agreement is made and entered into between Asotin-Anatone School District (hereinafter "District") and The Public School Employees of Asotin-Anatone School District, an affiliate of Public School Employees of Washington (hereinafter "Association").

In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

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ARTICLE I

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RECOGNITION AND COVERAGE OF AGREEMENT

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Section 1.1. The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.4, and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2. Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).

Section 1.3. In the event the District modifies existing bargaining unit positions, or creates new bargaining unit positions, the District agrees to negotiate with the Association concerning the appropriate wage rate for the modified or new positions that are part of the bargaining unit. Any positions which may be questionable as to inclusion or exclusion in the bargaining unit may be submitted to the Public Employees Relations Commission for their decision.

Section 1.4. The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Custodial, Maintenance, Food Service, Paraeducators, Secretaries and Transportation. Excluded: Transportation Supervisor, Executive Administrative Assistant, Custodial/Maintenance Supervisor and any employee who is a member of the School Board.

Section 1.5. Temporary employees includes, but is not limited to, employees who are employed by the district for more than thirty (30) cumulative days within any twelve (12) month period ending during the current or immediately preceding school year and who continue to be available for employment.

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ARTICLE II

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RIGHTS OF THE EMPLOYER

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Section 2.1. It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with and subject to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions. And further, the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted.

1 **Section 2.2.** The right to make reasonable rules and regulations shall be considered acknowledged
2 functions of the District. In making rules and regulations relating to personnel policies, procedures and
3 practices, and matters of working conditions, the District shall give due regard and consideration to the
4 rights of the Association and the employees and to the obligations imposed by this Agreement.
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8 **ARTICLE III**

9 **RIGHTS OF EMPLOYEES**

10 **Section 3.1.** It is agreed that all employees subject to this Agreement shall have and shall be protected
11 in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the
12 Association. The freedom of such employees to assist the Association shall be recognized as extending
13 to participation in the management of the Association, including presentation of the views of the
14 Association to the Board of Directors of the District or any other governmental body, group, or
15 individual.
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18 **Section 3.2.** Each employee shall have the right to bring matters of concern to the attention of
19 appropriate Association representatives and/or appropriate officials of the District.
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22 **Section 3.3.** Employees subject to this Agreement have the right to have Association representatives
23 present at discussions between themselves and supervisors or other representatives of the District as
24 hereinafter provided. Employees shall have the right to have other persons with primary information
25 present at such meetings.
26

27 **Section 3.4.** Each employee reserves and retains the right to delegate any right or duty contained in
28 this Agreement, exclusive of compensation for services rendered, to appropriate officials of the
29 Association.
30

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

38 **RIGHTS OF THE ASSOCIATION**

39 **Section 4.1.** The Association has the right and responsibility to represent the interests of all employees
40 in the unit; to present its views to the District on matters of concern, either orally or in writing; to
41 consult or to be consulted with respect to the formulation, development, and implementation of
42 personnel policies which affect employees covered by this Agreement; and to enter collective
43 negotiations with the object of reaching an agreement applicable to all employees within the bargaining
44 unit.
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1 **Section 4.2.** The Association shall promptly be notified by the District of any grievances or
2 disciplinary actions of any employee in the unit in accordance with the provisions of the Discharge and
3 Grievance Procedure Articles contained herein. The Association is entitled to have an observer at
4 hearings conducted by any District official or body arising out of a grievance and to make known the
5 Association's views concerning the case.
6

7 **Section 4.3.** The Association reserves and retains the right to delegate any right or duty contained
8 herein to appropriate officials of the Public School Employees of Washington State Organization.
9

10 **Section 4.4.** The President or duly elected or appointed delegate shall be allowed a maximum of one
11 (1) day with pay to attend the State PSE Convention, provided that such time off has been prearranged
12 with the Administration. Pay for this day will be allowed, so long as a substitute is not required, and
13 only if that day falls during the employee's work year.
14

15 **Section 4.5.** The District shall, if requested by the Association, provide P.S.E. of Washington
16 including the local Chapter President, with information regarding each employee. This information
17 shall contain job title, name, address, date of birth, employment date, hourly rate, number of hours
18 worked per year, and annual pay.
19

20 **Section 4.6.** Representatives of the Association, upon making their presence known to the District,
21 shall have access to the District premises during business hours, provided, that no conferences or
22 meetings between employees and Association representatives will in any way hamper or obstruct the
23 normal flow of work.
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25 26 27 **ARTICLE V**

28 29 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

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31 **Section 5.1.** It is recognized that this Agreement does not alter the responsibility of either party to
32 meet with the other party to advise, discuss or consult regarding matters concerning working conditions
33 not covered by this Agreement.
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35 **Section 5.2.** Upon request, the Association will be advised of current and predicted workload
36 information. The Association will be provided, upon request, SPI and District generated documents
37 such as S-277 and S-730.
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ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1. The Association will designate a committee, which shall consist of the Chapter President, and one (1) representative who will meet with the Superintendent on a regular basis to discuss items of mutual concern. Dates, times and places for the meetings shall be set at the beginning of the school year. No less than four (4) meetings shall be held in any school year.

Section 6.2. Meetings will be held during the day at such times as will cause the least disruption of the work schedule of the District.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1. Each employee shall be assigned to a definite shift and workweek with designated times of beginning and ending. The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday.

Section 7.1.1. No employee in the custodial unit shall be assigned to a split shift. Less than full-time custodial employees may be assigned a workweek other than that provided in Section 7.1, on a case-by-case or situation-by-situation basis. Such assignments require one (1) week advance notice of the change in shift and workweek; provided, however, that such notice may be waived by the employee. The District reserves the right to alter shifts in the event of a bona fide emergency.

Section 7.2. The shift for Custodial/Maintenance personnel shall be eight (8) hours excluding up to a sixty (60) minute lunch, of which thirty (30) minutes will be uninterrupted, and including a fifteen (15) minute uninterrupted first half rest period and a fifteen (15) minute uninterrupted second half rest period. All classified staff working six and one-half (6.5) hours or more will be given a thirty (30) minute uninterrupted lunch period.

Section 7.2.1. When overtime becomes available for custodians it will be offered in the following order: (1) Custodians according to seniority; (2) Substitute employees, whenever regular custodians are not available. The Custodial Supervisor will strive to keep overtime hours throughout the year equal among its regular employees.

Section 7.3. In the event an employee is assigned to a shift less than the normal shift defined in Section 7.2, the employee shall be given a fifteen (15) minute rest period during each four (4) hours of work.

1 **Section 7.4.** Shifts shall be established for transportation personnel in relation to routes and driving
2 time necessary to fulfill tasks assigned by the Transportation Supervisor. Each route shall receive in
3 addition to actual hours of driving time, one-half (½) hour per day for the purpose of cleaning,
4 checking safety devices, defrosting windshields, fueling, and warming buses before making their
5 regular drive.

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7 **Section 7.4.1.** When a regular open bus route is posted it will be offered to regular drivers according to
8 seniority, then to substitute drivers, and finally to outside drivers.

9
10 **Section 7.5.** Extra trips shall be defined as any and all bus runs or trips other than regular scheduled
11 daily routes and shall be assigned to driver personnel in the following order: (1) route drivers,
12 according to seniority and, (2) substitute employees, whenever regular drivers are not available.

13
14 The Transportation Supervisor will strive to keep any monthly extra hours equal among route drivers
15 willing to work extra hours. Assignments shall start on a seniority basis.

16
17 Drivers wishing to drive extra trips shall sign up for extra trips at the beginning of the school year.
18 New drivers shall have the right to sign up for extra trips if hired during the school year.

19
20 It is not the intent of the District to have non-transportation employees drive regularly scheduled extra
21 trips.

22
23 **Section 7.5.1. Overnight Trips.** Drivers shall be paid their regular hourly rate for all time during the
24 driver's normal workday. Any on duty time outside the driver's normal workday shall be reimbursed at
25 the extracurricular rate or time and one-half the extracurricular rate for any on duty time over forty (40)
26 hours in that week.

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28 The District will provide the driver with room and meals on the District schedule and where applicable
29 room may be shared with adults only. There shall be no pay for off duty or sleeping time outside the
30 normal workday.

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32 **Section 7.5.1.1.** In the event any trip is canceled after having been assigned, and the driver is not
33 notified of the cancellation prior to reporting for the run, such driver shall be compensated two (2) hour
34 show up time.

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36 **Section 7.6.** Employees who work overtime, that is hours over forty (40) hours per work week
37 (Sunday through Saturday, excluding holidays) will be paid at the rate of one and one half (1 ½) times
38 the regular wage for each hour of overtime worked. Per IRS regulations, if an employee works in two
39 positions at two (2) different positions at two (2) different pay rates, the overtime rate will be
40 calculated at the employee's blended rate. If the employee chooses, he/she may take compensatory
41 time at the same rate, according to the Fair Labor Standards Act regulations. All overtime hours must
42 be prior approved by the employee's supervisor.

1 **Section 7.6.1.** If the employee chooses to take comp time in lieu of wages, comp time is at the rate of
2 one and one-half (1½) times the employee's base hourly wages, if working over forty (40) hours in a
3 week. If an employee works in two (2) positions at two (2) hourly wages, the time will be calculated at
4 the employee's blended wage. All comp time must be approved by the supervisor in order to be
5 credited to an employee or used by an employee.
6

7 **Section 7.7.** An employee who works as a substitute for five (5) consecutive days in one (1) school
8 year, in a position which has a higher rate of pay, shall be paid his/her regular rate of pay for the first
9 five (5) consecutive days. The employee shall be paid at that positions's higher rate of pay on the sixth
10 (6th) day. Any additional days during the school year, consecutive or non-consecutive, worked in the
11 same higher level position shall be paid at a rate in the higher classification that provides that employee
12 with an increase in pay.
13

14 When the same employee works in the same position in successive years, he/she shall be paid at the
15 higher rate after working three (3) consecutive days during the school year. Any additional days during
16 the same school year shall be paid at the higher rate, providing the same employee is working in the
17 same position.
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21 **ARTICLE VIII**

22 **HOLIDAYS AND VACATIONS**

23 **Section 8.1. Holidays.** All twelve (12) month employees shall receive the following paid holidays:
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| 25 | 1. New Year's Day | 7. Veterans' Day |
| 26 | 2. Martin Luther King Day | 8. Thanksgiving Day |
| 27 | 3. Presidents' Day | 9. Day after Thanksgiving Day |
| 28 | 4. Memorial Day | 10. Christmas Eve Day |
| 29 | 5. Independence Day | 11. Christmas Day |
| 30 | 6. Labor Day | 12. New Year's Eve Day |
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34 All less than twelve (12) month employees shall receive the following paid holidays:
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|----|--------------------|-------------------------------|
| 36 | 1. New Year's Day | 5. Thanksgiving Day |
| 37 | 2. President's Day | 6. Day after Thanksgiving Day |
| 38 | 3. Memorial Day | 7. Christmas Eve |
| 39 | 4. Veteran's Day | 8. Christmas Day |
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1 **Section 8.1.1. Unworked Holidays.** Eligible employees shall receive pay equal to their normal work
2 shift at their base rate in effect at the time the holiday occurs. Employees who are on the active payroll
3 on the holiday and have worked either their last scheduled shift preceding the holiday or their first
4 scheduled shift succeeding the holiday, and are not on leave of absence, shall be eligible for pay for
5 such unworked holiday. An exception to this requirement will occur if employees can furnish proof
6 satisfactory to the District that because of illness they were unable to work on either of such shifts, and
7 the absence previous to such holiday, by reason of such illness, has not been longer than thirty (30)
8 regular workdays.

9
10 **Section 8.1.2. Worked Holidays.** Employees, who work on the above-described holidays, with their
11 Supervisor's permission, shall receive the pay due them for the holiday, plus their base rate for all
12 hours worked on such holiday. Employees who work on national holidays not listed above shall
13 receive double time.

14
15 **Section 8.1.3. Holidays During Vacation.** Should a holiday occur while an employee is on vacation,
16 the employee shall be allowed to take one extra day of vacation with pay in lieu of the holiday as such.

17
18 **Section 8.1.4.** In the event that one of the listed holidays falls on a Saturday, Friday will be declared a
19 non-workday. A non-workday in lieu of a holiday that falls on a Saturday or Sunday can be changed to
20 another day during that pay cycle upon the written request from the employee to the District and if
21 approved by the District office.

22
23 **Section 8.2.** All full-time employees shall receive paid vacations in accordance with the following
24 schedule.

25
26 **Section 8.2.1.** After one (1) year of service, ten (10) days paid vacation.

27
28 **Section 8.2.2.** After five (5) years of service, fifteen (15) days paid vacation.

29
30 **Section 8.2.3.** After ten (10) years of service, twenty (20) days paid vacation.

31
32 **Section 8.2.4.** Generally, employees are expected to schedule vacation time before the start of school
33 in the Fall. However, any employee required to postpone approved vacation due to the needs of the
34 district, will be allowed to take their vacation before June 1st of the school year on non-student contact
35 days, with the approval of the immediate supervisor and the superintendent.

36
37 **Section 8.2.5.** Eligibility for use of vacation shall be determined as follows:

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39 1. The eligibility date of an employee newly hired or hired after termination of employment shall
40 occur on the anniversary date of his employment.
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42 2. Vacation may be expended in half-day increments at the option of the employee.
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ARTICLE IX

LEAVES

Section 9.1. Illness, Injury And Emergency Leave. Employees who regularly work full-time shall accrue illness, injury and emergency leave at the rate of (1) day of illness, injury or emergency leave for each calendar month worked, but shall accrue not less than ten (10) days per school year. Leave earned under this section may accumulate without limit in accordance with current statute. An employee who works eleven (11) working days in any calendar month will be given credit for the full calendar month.

Employees will be notified at the beginning of the school year as to their total accumulated illness, injury and emergency leave days. The District shall project the number of annual days of leave provided under this section at the beginning of the school year according to the estimated calendar months the employee is to work during that year. The employee shall be entitled to the projected number of days of leave at the beginning of the school year. Employees whose employment is terminated for any reason, or who utilize more than their total accumulation, shall reimburse the District for such leave used but not earned. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of illness, injury, or emergency leave, such benefits will be paid in accordance with his/her normal daily work shift at the time the leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis. In any instance an employee is gone five (5) or more consecutive days for illness or injury, a written statement by the Doctor releasing the employee back to work must be provided to the District by the employee prior to the employee's return.

Emergency Leave:

An employee may utilize two (2) days of sick leave as provided under this section for emergency leave. Emergency leave taken by an employee shall be deducted from that employee's leave accrued under this section. Where practicable, an employee shall provide the Superintendent as much notice as is possible under the circumstances that require the employee to take emergency leave. The granting of emergency leave shall be limited to a problem that has suddenly precipitated, is unplanned, and where preplanning could not relieve the necessity for the employee's absence.

Section 9.1.1. Sick Leave Buy Back. At the time of separation from school district employment due to retirement, death or in accordance with 28A.400.210, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation for each four (4) full days accrued leave for illness or injury. Employees will be allowed to sell back to the District on a yearly basis sick leave days in excess of sixty (60) days beginning in January of 1997. The number of sick days earned by the employee minus the number of sick leave days used in the last twelve (12) months (January through December) can be cashed out at the rate of 4 to 1 (4 sick days warrants 1 day of pay). The employee must have sixty (60) days sick leave available after the buy-back.

1 **Section 9.1.1.2.** In November the PSE Union President will be provided a VEBA contract that they
2 will either approve or disapprove for their entire bargaining group:
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- 4 • Monthly VEBA Contributions
 - 5 • Yearly VEBA Contributions
 - 6 • Retirement VEBA Contributions
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8 The Union may submit a new tiered-rating system for the monthly VEBA contributions as per IRS
9 guidelines. The contract and the tiered-rating system must be submitted to the District one (1) week
10 prior to the December board meeting of each year.

11
12 **Section 9.1.2.** Employees who have accrued sick leave while employed by another public school
13 district in the State of Washington shall be given credit for such accrued sick leave upon employment
14 by the District.
15

16 **Section 9.2. Bereavement Leave.** Each employee may utilize up to five (5) days per year to cover
17 absences due to a death in the employee's immediate family. Such leave is not cumulative and is not
18 deducted from sick leave. The employee shall, if possible, give his/her immediate supervisor twenty-
19 four (24) hour notice prior to the requested effective date of the bereavement leave. If not possible, the
20 employee shall give as much notice as is practical under the circumstances. Immediate family is
21 defined as father, mother, sister, brother, wife, husband, children, grandchildren, grandparents, uncle,
22 aunt, nephew, niece, father-in-law, mother-in-law, sister-in-law, brother-in-law, fiancée, or a more
23 distant relative who was living in the same household. Up to two (2) days of leave will be granted in
24 the event of the death of a close personal relationship. NOTE: The total bereavement leave available
25 per year is five (5) days.
26

27 **Section 9.3. Personal Leave.** Each employee shall have two (2) paid personal leave days per year to
28 be used for personal business, household, or family matters, which require absence during school
29 hours. Notification, if possible, to the employee's principal or other immediate supervisor for personal
30 leave shall be made at least two (2) days before taking such leave. The employee shall not be required
31 to state the reason for taking such leave.
32

33 Unused personal leave days shall accumulate up to four (4) days. The District shall pay for two (2)
34 days and the other day(s) shall be paid for by the bargaining unit member at the substitute pay rate. At
35 the employees discretion, they will be reimbursed for unused personal leave days (maximum of two (2)
36 days) at the substitute pay rate; payment to be made in June of each year.
37

38 **Section 9.4. Leave Without Pay.** Absence for personal business and pleasure will result in deduction
39 of the basic salary for each day missed. Request for absences for personal business or pleasure should
40 be made in writing and presented to the immediate supervisor or designee at least three (3) days prior
41 to the requested absence. An employee's personal leave must be exhausted before unpaid leave can be
42 used.
43

44 **Section 9.5.** In the event an employee is absent for reasons which are covered by Industrial Insurance,
45 the District will not deduct sick leave or pay if the employee turns over the L&I check for the days
46 absent.
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1 **Section 9.6. Leave Of Absence.**

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3 **Section 9.6.1.** Upon recommendation of the immediate supervisor through administrative channels to
4 the Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave
5 of absence without pay for a period not to exceed one (1) year. If such leave is granted due to extended
6 illness, one (1) additional year may be granted. Notification to return to work following a one (1) year
7 leave must be made in writing thirty (30) days prior to the termination of such leave. If such request to
8 return to work is not received, then the employee waives the right to the previous position or any other
9 position in the District.

10
11 **Section 9.6.2.** The returning employee will be assigned to the position occupied before the leave of
12 absence. Employees hired to fill positions of employees on leave of absence will be hired for a specific
13 period of time, during which they shall be subject to all provisions of this Agreement. It shall be the
14 responsibility of the employer to inform replacement employees of these provisions.

15
16 **Section 9.6.3.** The employee will retain accrued sick leave, vested vacation rights, and seniority rights
17 while on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while
18 the employee is on leave of absence; provided, however, that if such leave is approved for extended
19 illness or injury, seniority shall accrue up to a maximum of two (2) additional years.

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21 **Section 9.6.4.** Family leave will be granted in accordance with the Federal Family Leave Act of 1993.

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25 **ARTICLE X**

26
27 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

28
29 **Section 10.1.** The seniority of an employee within the bargaining unit shall be established as of the
30 date on which the employee began continuous daily employment (hereinafter "hire date") unless such
31 seniority shall be lost as hereinafter provided.

32
33 **Section 10.2.** Each new hire shall remain in a probationary status for a period of up to one hundred
34 and twenty (120) working days following the hire date. During this probationary period the District
35 may discharge such employee at its discretion. Bus drivers may be required to complete one winter
36 season on probation.

37
38 **Section 10.3.** Upon completion of the probationary period, the employee will be subject to all rights
39 and duties contained in this Agreement retroactive to the hire date.

1 **Section 10.4.** The seniority rights of an employee shall be lost for the following reasons:

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- 3 A. Resignation;
- 4 B. Discharge for justifiable cause;
- 5 C. Retirement;
- 6 D. Change in job classification within the bargaining unit, as hereinafter provided;
- 7 E. Laid off in excess of two (2) years; or
- 8 F. Failure to report following a recall or completion of a leave of absence.
- 9

10 **Section 10.5.** Seniority rights shall not be lost for the following reasons, without limitation:

- 11
- 12 A. Time lost by reason of industrial accident, industrial illness or judicial leave, as provided in
- 13 Section 9.6.3;
- 14 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
- 15 United States;
- 16 C. Time spent on other authorized leaves; or
- 17 D. Time spent in layoff status as hereinafter provided.
- 18

19 **Section 10.6.** Seniority rights shall be effective within the general job classification as specified in

20 Section 1.4 of this agreement.

21

22 **Section 10.7.** The employee with the earliest hire date shall have absolute preferential rights regarding

23 shift selections, vacation periods and special services including overtime as defined in Sections 7.5 and

24 7.6. The employee with the earliest hire date shall have preferential rights regarding promotions,

25 assignment to new or open jobs or positions, and layoffs when ability and performance are substantially

26 equal with junior employees. If the District determines that seniority rights should not govern because

27 a junior employee possesses ability and performance substantially greater than a senior employee or

28 senior employees, the District shall set forth in writing to the employee or employees and the

29 organization's grievance committee chairperson its reasons why the senior employee or employees have

30 been bypassed.

31

32 **Section 10.8.** Employees who change job classifications within the bargaining unit shall retain their

33 hire dates in the previous classification for a period of one (1) year, notwithstanding that they have

34 acquired a new classification seniority date.

35

36 **Section 10.9.** The District shall publicize within the bargaining unit for five (5) working days the

37 availability of open positions covered under the PSE Agreement as soon as possible after the District is

38 apprised of the opening. Publications will be completed through staff email, postings in the elementary

39 and Jr./Sr. High lounges and at the bus garage. A copy will be provided to the PSE President.

40

41 **Section 10.10.** In the event of layoff, employees so affected are to be placed on a reemployment list

42 maintained by the District according to layoff ranking. Names shall remain on the reemployment list

43 for two (2) years.

44

45 **Section 10.11.** Employees on layoff status shall file their addresses in writing with the personnel office

46 of the District and shall thereafter promptly advise the District in writing of any change of address.

47

1 **Section 10.12.** An employee shall forfeit rights to reemployment as provided in Section 10.10 if the
2 employee does not comply with the requirements of Section 10.11, or if the employee does not respond
3 to the offer of reemployment within ten (10) working days.

4
5 **Section 10.13.** An employee on layoff status who rejects an offer of reemployment forfeits seniority
6 and all other accrued benefits; provided, that such employee is offered a position substantially equal in
7 wages, hours and benefits, to that held prior to layoff.
8
9

10 11 ARTICLE XI

12 13 **DISCIPLINE, EVALUATIONS AND DISCHARGE OF EMPLOYEES**

14
15 **Section 11.1.** The District shall have the right to discipline or discharge an employee for justifiable
16 cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure
17 hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a manner,
18 which will not embarrass the employee before other employees or the public.
19

20 **Section 11.2.** Should the District decide to discharge or lay off any non-annual employee, the
21 employee shall be so notified in writing prior to the expiration of the school year.
22

23 **Section 11.2.1.** Nothing contained herein shall be construed to prevent the District from discharging
24 an employee for acts of misconduct occurring after the expiration of the school year.
25

26 **Section 11.2.2.** Nothing contained in this section shall in any regard limit the operation of other
27 sections of this Article.
28

29 **Section 11.3.** Except in extraordinary cases, and as otherwise provided in this Article, the District will
30 give employees two (2) weeks notice of intention to discharge or layoff.
31

32 **Section 11.4. Evaluation.** Each employee subject to this Agreement shall be evaluated annually, in
33 May, by his immediate supervisor. Such evaluation shall be made utilizing the employee evaluation
34 sheet/s attached hereto and by this reference incorporated herein. The immediate supervisor shall write
35 an analysis of the employee's job performance during the past school year. Each employee subject to
36 this Agreement may appeal his/her evaluation to the Administrator responsible for personnel. Any
37 item on the referenced evaluation forms rated "3" or "4" shall be accompanied by written explanation
38 as to why it has been so rated and how it can be improved. Employees shall have the right of
39 addendum to the evaluation form. Such addendum shall be signed by the employee and attached to the
40 referenced evaluation form.
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ARTICLE XII

INSURANCE

Section 12.1. The District shall contribute the full state allocated amount for health insurance benefits for all classified staff who are employed four (4) hours or more per day, five (5) days a week as long as the District is insured by the Health Care Authority. If this changes the District will revert back to the 1440 hour formula. Employees hired before June 14, 1993 will be considered a full time employee.

Pursuant to the Health Care Authorities regulations, new employee's coverage shall begin on the 1st day of the next month from the date of their employment. An employee with the life changing circumstances can change insurance options during the school year according to the Health Care Authority regulations.

Section 12.2. The District shall provide tort liability coverage for all employees subject to this Agreement.

Section 12.3. If physical examinations are required by the District or state, a maximum of forty-five dollars (\$45.00) shall be paid by the District, if necessary, for such examinations only after the employee's insurance provider has paid first.

Section 12.4. In determining whether an employee subject to this Agreement is eligible for participation in a Washington State Public Employees Retirement System, the District shall report all hours worked, whether straight time, overtime, or otherwise.

Section 12.4.1. The employee retirement contribution to a Public Employee's Retirement System shall be tax deferred in accordance with applicable State rules and regulations.

ARTICLE XIII

PROFESSIONAL DEVELOPMENT

Section 13.1. In the mutual interests of the District and Association, the District may cause funds to be available which may be used by employees subject to this Agreement for vocational improvement.

Section 13.2. Such funds may be utilized for the following purposes, by mutual consent of the parties involved.

Section 13.2.1. Transportation and/or reimbursement for employees subject to this Agreement to travel to and from approved classes to attend recognized vocational courses.

Section 13.2.2. Expenses and materials to approved classes shall be paid.

Section 13.3. Classified employees will be paid at the regular rate for District approved training during off duty time.

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ARTICLE XIV

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 14.1. Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member of the Association in good standing shall, as a condition of employment, maintain membership in the Association in good standing during the period of this Agreement.

Section 14.2. All employees subject to this Agreement who are not members of the Association on the effective date of this Agreement, and all employees subject to this Agreement who are hired at a time subsequent to the effective date of this Agreement, shall, as a condition of employment, become members in good standing of the Association within thirty (30) days of the effective date of this Agreement or within one hundred and twenty (120) days of the hire date, whichever is applicable. Such employee shall then maintain membership in the Association in good standing during the period of this Agreement.

Section 14.3. The parties recognize that an employee should have the option of declining to participate as a member in the Association, yet contribute financially to the activities of the Association in representing such employee as a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of the membership requirements of the previous sections of this Article, an employee who declines membership in the Association may pay to the Association each month a service charge as a contribution towards the administration of this Agreement in an amount equal to the regular monthly dues, less assessments. This service charge shall be collected by the Association in the same manner as monthly dues. The amount of the service charge shall be set by PSE annually and shall be communicated to the district no later than November 1 of each school year.

Section 14.4. The District will notify the Association of all new hires within ten (10) working days of the hire date. At the time of hire, the District will inform the new hire of the terms and conditions of this Article.

Section 14.5. Nothing contained in this Agreement shall require Association membership of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a nonreligious charity or other charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission pursuant to RCW 41.56.122.

Section 14.6. Checkoff. The District shall deduct PSE dues or service charges from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington on a monthly basis. The District office agrees to provide the PSE Regional Office the following member information in September of each year: First and last name, address, home and work phone numbers, pay rate, hours, and job titles. The District reserves the right to report the information on numerous reports as allowed by the State WSIPC system.

1 **Section 14.7.** The Association agrees to defend, indemnify, and hold the District harmless against any
2 and all claims, suits, orders, or judgments brought or issued against the District as a result of any action
3 taken or not taken in reference to the dues deduction as provided in Article XIV.
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7 **ARTICLE XV**

8 **GRIEVANCE PROCEDURE**

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10
11 **Section 15.1.** Grievances arising between the District and its employees within the bargaining unit
12 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
13 Terms and Conditions of this Agreement shall be resolved in strict compliance with this Article.
14

15 **Section 15.2. Grievance Steps.**

16
17 **Section 15.2.1.** Employees shall first discuss the grievance with their immediate supervisor. If
18 employees so wish, they may be accompanied by an Association representative at such discussion. All
19 grievances not brought to the immediate supervisor in accordance with the preceding sentence within
20 twenty (20) working days of the occurrence of the grievance shall be invalid and subject to no further
21 processing.
22

23 **Section 15.2.2.** If the grievance is not resolved to the employee's satisfaction in accordance with the
24 preceding subsection, the employee shall reduce to writing a statement of the grievance containing the
25 following:
26

- 27 A. The facts on which the grievance is based;
- 28 B. A reference to the provisions in this Agreement which have been allegedly violated; and
- 29 C. The remedy sought.

30
31 The employee shall submit the written statement of grievance to the immediate supervisor for
32 reconsideration and shall submit a copy to the official in the Administration responsible for personnel.
33 The parties will have five (5) working days from submission of the written statement of grievance to
34 resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is
35 made, all parties to the grievance shall sign it.
36

37 **Section 15.2.3.** If no settlement has been reached within the five (5) working days referred to in the
38 preceding subsection, and the Association believes the grievance to be valid, a written statement of
39 grievance shall be submitted within fifteen (15) working days to the District Superintendent or the
40 Superintendent's designee. After such submission, the parties will have ten (10) working days from
41 submission of the written statement of grievance to resolve it by indicating on the statement of
42 grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.
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1 **Section 15.2.4.** If no settlement has been reached within five (5) working days referenced in the
2 preceding subsection, and the Association believes the grievance to be valid, a written statement of the
3 grievance shall be submitted to the School Board within five (5) working days. The Board will hear
4 the grievance at its next regularly scheduled meeting or schedule a special meeting to hear the
5 grievance so a decision can be rendered within fifteen (15) working days. If an agreeable disposition is
6 made, all parties shall sign it.

7
8 **Section 15.2.5.** If no settlement has been reached within thirty (30) working days referenced in the
9 preceding subsection, and the Association believes the grievance to be valid, the employee may
10 demand arbitration of the grievance. Such demand for arbitration must be submitted in writing to the
11 Superintendent by the grievant within five (5) working days of the receipt of the Board of Directors
12 answer to the grievance, as specified in Section 15.2.4.

13
14 The parties shall meet within seven (7) working days after written notice of the demand for arbitration
15 is received by the District to attempt to select a mutually agreeable arbitrator. If the parties are unable
16 to reach such an agreement within seven (7) working days of the aforementioned meeting, then either
17 party may request the Public Employees Relations Commission (PERC) to send a list of arbitrators.
18 Each party retains the right to reject one list in its entirety and request that a new list be sent. After the
19 list is received, the parties or designated representatives shall strike names from the list. The grieving
20 party shall strike the first name, and each party shall then alternately strike a name from the list. The
21 last name on the list shall serve as arbitrator.

22
23 The arbitrator selected will confer with the parties and shall hold a hearing promptly and shall issue
24 his/her decision not later than twenty (20) working days from the close of the hearing. The arbitrator's
25 decision will be in writing, and will set forth his/her reasoning and conclusions of the issue(s)
26 submitted to him/her. The arbitrator shall have no authority to extend, alter, or modify the Agreement,
27 and his/her findings shall be limited solely to the interpretation of the express terms of the Agreement.
28 The decision of the arbitrator shall be final and binding on the parties.

29
30 The costs of the services of the arbitrator and the cost of the hearing room will be split equally by the
31 District and the Association. All other costs entailed in arbitration will be borne by the party incurring
32 them.

33
34 **Section 15.3.** The grievance or arbitration discussions shall take place at mutually acceptable times.
35 The employer shall not discriminate against any individual employee or the Association for taking
36 action under this Article.

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ARTICLE XVI

SALARIES AND EMPLOYEE COMPENSATION

Section 16.1. Employees shall be compensated in accordance with provisions of this Agreement for all hours worked.

Section 16.2. Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein.

Section 16.3. Incremental steps, where applicable, shall take effect on the anniversary of the employee's first day of continuous daily employment with the School District, hereinafter "hire date."

Section 16.4. For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter ($\frac{1}{4}$) hour.

Section 16.5. Employees shall be paid at current District rates for any authorized use of private vehicles.

Section 16.6. Upon approved overnight travel, District employees will complete a travel packet and will receive advance travel funds pursuant to District Policy.

Section 16.7. The District shall pay the cost of all mandatory testing for Paraeducators, if the employee was on staff as a Paraeducator before January 8, 2002.

Section 16.8. Employees will be allowed to give advisory input on the school calendar.

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ARTICLE XVII

TERM AND SEPARABILITY OF PROVISIONS

Section 17.1. The term of this Agreement shall be September 1, 2007 to August 31, 2010.

Section 17.2. All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.

Section 17.3. The Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.

Provided, however, that this Agreement shall be reopened annually to renegotiate Schedule A and fringe benefits; and provided further, that this Agreement shall be reopened as necessary to consider the impact of any legislation enacted following execution of this Agreement which may arguably benefit classified employees.

Section 17.4. If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby.

Section 17.5. Neither party shall be compelled to comply to any provision of this Agreement which conflicts with State or Federal statutes or regulations promulgated pursuant thereto.

Section 17.6. In the event either of the two (2) previous sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 17.3.

SCHEDULE A

ASOTIN/ANATONE SCHOOL DISTRICT

SEPTEMBER 1, 2007 - AUGUST 31, 2008

POSITION	Year 1-5	Year 6-10	Year 11-15	Year 16 &Beyond
Paraeducator/Office Asst.	\$11.34	\$11.93	\$12.94	\$13.18
**Para Specialist	\$12.34	\$12.93	\$13.94	\$14.18
Medical Assistant	\$13.45	\$14.54	\$14.95	\$15.25
Bus Driver	\$15.17	\$15.61	\$15.84	\$16.15
Extra Trips	\$13.63	\$13.63	\$13.63	\$13.63
Administrative Assistant	\$13.71	14.78	\$15.20	\$15.50
ASB Coordinator	\$14.71	\$15.78	\$16.20	\$16.50
CSRS Coordinator	\$14.71	\$15.78	\$16.20	\$16.50
Custodial / Grounds	\$13.40	\$13.91	\$14.30	\$14.60
Assistant Cook	\$11.69	\$12.17	\$12.48	\$12.72
Food Service Helper	\$10.91	\$11.34	\$11.59	\$11.82
PIP Coordinator	\$12.29	\$12.74	\$13.08	\$13.36

Employees will move to the next step increase on the employee's anniversary date – going into the first year of that column. (E.g.: Employee hired 10/1/2001 – this employee would advance to Step 6th-10th on 10/1/06).

**Para Specialists will be paid at this rate for those situations where a Paraeducator has to have District provided specialized training to work with a student with identified unique needs. This also includes those instances where diapering becomes a routine part of the job responsibility. It will not apply to periodic accidents. The hours at the adjusted pay rate will be calculated on the average time spent on that activity per day.

ASOTIN - ANATONE SCHOOL DISTRICT

Classified Employee Evaluation Form

Name of Employee: _____ Position: _____

Evaluated By: _____ Date: _____

Directions: Rate each employee on the listed items according to the following scale:

- Satisfactory Range (1) Employee performs satisfactorily when measured against supervisor's expectations for job performance.
- Unsatisfactory Range (2) Employee often does not meet expected standards and is advised that improvement is necessary.
- (3) Employee does not perform satisfactorily, has been previously advised, and has not made adequate improvement.

<u>Numeric Rating</u>	<u>Performance Descriptions</u>	<u>Comments/Clarification</u>
_____	Has the skills and knowledge needed to perform tasks assigned as defined in job description.	_____
_____	Is prompt. Arrives and departs work on time, observes time limits for breaks.	_____
_____	Is neat. Presents self well in terms of appearance. Dresses appropriately for the position.	_____
_____	Works well with others. Gets along well with colleagues and the public.	_____
_____	Is regular in attendance. Rarely is absent from work.	_____
_____	Applies self to the job. Does not waste time on non-job related activities.	_____
_____	Is a self-starter. Does not need excessive or repeated direction on the job. Looks for work when slack times occurs.	_____
_____	Is accurate. Makes few errors, finds errors when they occur and learns from mistakes.	_____
_____	Shows consistent improvement on the job and/or maintains optimum performance levels.	_____
_____	Has a good sense of priorities and works on more important tasks first.	_____
_____	Accepts constructive criticism and is consistently responsive to directions from supervisory personnel.	_____
_____	Observes ethical standards. Does not gossip, discuss things outside of school. Keeps confidences.	_____

Numeric Rating	Performance Descriptions	Comments/Clarification
_____	Personal organization is such that employee can perform effectively and efficiently.	_____
_____	Is not a complainer. Does not waste time and energy on things that employee cannot resolve or that are not job-related.	_____
_____	Shows creativity and looks for innovative ways to improve performance.	_____

Additional comments on strengths or deficiencies by supervisor:

Employee Comments: (Optional)

Type of Evaluation: _____ Regular Annual
 _____ Probationary
 _____ Supplementary

Recommendation: _____ Continued Employment
 _____ Place on Probation*
 _____ Remove from Probation*
 _____ Transfer*
 _____ Termination*

*Supervisor is required to explain rationale for either of these recommendations in the following space:

Reviewed by: _____ Date: _____

Employee: _____ Date: _____

Employee signature signifies that conference to discuss this form has been held on the date above. Signature does not signify agreement. Administrative reviewer may add narrative comment.

Copies: Original - Personnel File
 Copy to employee

ASOTIN - ANATONE SCHOOL DISTRICT

Classroom Paraprofessionals Evaluation Form

Name of Employee: _____ **Assignment:** _____

Evaluator: _____ **Evaluation Date:** _____

Evaluation is conducted to:

- (a) Promote a better understanding of job requirements.
- (b) Explain overall expectations of administrators and supervisors.
- (c) Recognize the individual employee's level of competence.
- (d) Encourage professional growth and improvement of school district programs.

The evaluation of classified employees shall be performed at least annually with additional evaluations at the discretion of the supervisor/evaluator.

- 1 Exceeds expectations
- 2 Meets expectations
- 3 Needs improvement
- 4 Does not meet minimum requirements
- n/o Not observed

KNOWLEDGE OF WORK: _____ Demonstrates an understanding of all phases of the job and related matters.

VOLUME OF WORK: _____ Produces a satisfactory amount of work as outlined in the appropriate job description, or such other tasks which may reasonably be assigned.

QUALITY OF WORK: _____ Performs the duties of the job in a satisfactory manner.

DEPENDABILITY: _____ Demonstrates a history of regular attendance and punctuality.

JUDGMENT: _____ Demonstrates an ability to make prudent decisions, deal with unexpected situations and follow outlined procedures.

INITIATIVE: _____ Demonstrates an ability to be self-directed, takes pride in his/her work and requires a minimum of supervision.

COOPERATIVENESS: _____ Demonstrates an ability to be self-directed, takes pride in his/her work and requires a minimum of supervision.

ORGANIZATIONAL SKILLS: _____ Demonstrates an ability to plan/organize duties effectively.

CONFIDENTIALITY: _____ Deals with confidential information in an ethical and professional manner.

ATTITUDE: _____ Demonstrates appropriate and positive disposition toward staff, students, job and supervision.

PERSONAL APPEARANCE: _____ Demonstrates appropriate dress and grooming on the job.

INTERPERSONAL SKILLS: _____ Demonstrates an ability to cooperate well with staff, students and community.

ASOTIN - ANATONE SCHOOL DISTRICT

Bus Driver Evaluation Form

Name of Employee: _____ **Position:** _____

Evaluator: _____ **Date:** _____

Evaluation is conducted to:

- (a) Promote a better understanding of job requirements.
- (b) Explain overall expectations of administrators and supervisors.
- (c) Recognize the individual employee's level of competence.
- (d) Encourage professional growth and improvement of school district programs.

The evaluation of classified employees shall be performed at least annually with additional evaluations at the discretion of the supervisor/evaluator.

- 1 Exceeds expectations
- 2 Meets expectations
- 3 Needs improvement
- 4 Does not meet minimum requirements
- n/o Not observed

JOB SKILLS OBSERVED ON BUS		A. Pre-trip Inspection	
		B. Driving Ability	_____
BY EVALUATOR		C. Pupil Management	_____
		D. Bus Care	_____
		E. Safety and Judgment	_____

ATTITUDE AND INTERPERSONAL SKILLS		A. Demonstrates a positive disposition toward the staff, students, job and supervision.	
		B. Demonstrates an ability to cooperate well with students and community.	_____

COOPERATIVENESS		A. Demonstrates a willingness to accept new assignments, suggestions or new methods and ideas.	
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ATTENDANCE		A. Dependability	
		B. Punctuality	_____

RECORD KEEPING		A.	_____
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PERSONAL APPEARANCE		A. Demonstrates appropriate dress and grooming in keeping with the job.	_____
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INITIATIVE		A. Demonstrates an ability to be self-directed, takes pride in his/her work and requires a minimum of supervision.	_____
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If any area is marked either "needs improvement" or "does not meet minimum requirements" specific steps to improve performance will be noted in the "comments" section and/or on a separate sheet attached to this form.

Signature of Evaluator

Title

Date

Signature of Employee

Date

Employee's signature indicates receipt of this evaluation, but does not necessarily imply agreement.