

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ALMIRA SCHOOL DISTRICT NO. 17

AND THE

ALMIRA CLASSIFIED BARGAINING UNIT

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PREAMBLE

This Collective Bargaining Agreement (“Agreement”) is made and entered into between Almira School District No. 17 (“District”) and the Almira Classified Bargaining Unit.

In accordance with the provisions of the Public Employees Collective Bargaining Act, Chapter 41.56 RCW, and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1 RECOGNITION AND COVERAGE OF AGREEMENT

- 1.1** This Agreement will include all full-time and regular part-time classified employees of the District in the following job classifications: Bus Drivers, Custodians, Paraeducators, Cooks, and Secretaries; excluding supervisors, confidential employees. Substitutes shall be paid at the rate set by the District. Substitutes shall not be entitled to any benefits or other contractual rights or employment renewal under this Agreement. Substitutes shall also not be entitled to rights under [list here each of the Sections and Subsections that are not applicable to substitutes.]
- 1.2** Both parties shall be prohibited from grieving any alleged violation of this Section 1. Disagreements regarding representation of a classified position shall be resolved through labor management discussion or by petition to the Washington State Public Employment Relations Commission.

SECTION 2 RIGHTS OF EMPLOYER

- 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 the Agreement, is the right to direct the work force, the right to hire, promote, retain, transfer, and assign 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.
- 2.2** The right to make reasonable rules and regulations shall be considered acknowledged functions of the District.

SECTION 3 RIGHTS OF EMPLOYEES

- 3.1 Personnel Files.** Employees shall, upon request, have the right to inspect the contents of their personnel file. The individual employee has the right to have a witness of the employee’s

choosing at the examination of the personnel file. Upon request and at the employee's expense, the employee may request a copy of their personnel file.

- 3.2 Evaluations.** Each employee's performance will be evaluated annually using the evaluation form in Appendix B (Classified Employee Performance Evaluation), attached hereto and by this reference incorporated herein. A copy of the final evaluation will be provided to the employee.
- 3.3 Bus Driver Drug/Alcohol Testing.** The District will implement mandatory bus driver drug/alcohol testing as provided in state and federal law and District policy. The cost of mandatory drug/alcohol testing shall be paid by the District.
- 3.4 Bus Driver/Qualifications.** Every bus driver shall meet the qualification requirements established by the Office of Superintendent of Public Instruction and applicable state and federal law.

SECTION 4 CLASSIFIED EMPLOYEE REPRESENTATION

- 4.1** The Agreement will be available on the District web site.

SECTION 5 MATTERS FOR CONSULTATION AND NEGOTIATIONS

- 5.1 Items for Consultation/Negotiation.** The parties agree that they may consult with each other and discuss any matter that affects the parties.
- 5.2** The classified employees may designate a Conference Committee of three (3) members who will meet with the Superintendent of the District and two other District representatives on a mutually agreeable regular basis to discuss appropriate matters. The Agreement may be open for amendments only by the mutual consent of both parties. Requests for such amendment by either party must be in writing and must include a summary of the proposed amendment.
- 5.3** Both parties shall be prohibited from grieving any alleged violation of Section 5.

SECTION 6 HOURS OF WORK AND OVERTIME

- 6.1** The normal workweek shall consist of five (5) consecutive days followed by two (2) consecutive days of rest.
- 6.2** The regular full-time shift shall consist of eight and one-half (8-1/2) hours, for eight (8) hours compensating, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also including a fifteen (15) minute first half and

a fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable.

- 6.3 Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an employee to forego a lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period at the appropriate rates.
- 6.4 In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, the District will make reasonable effort to notify each employee to refrain from coming to work. Employees must make reasonable effort to be accessible by phone. Employees reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of such a closure; provided, no employee shall be entitled to any such compensation in the event of actual notification by the District of the closure prior to leaving home for work.
- 6.5 **Called Back to Work.** Employees called back to perform work, which is noncontiguous with their normal work shift, shall receive no less than one (1) hour compensation at the appropriate rate.
- 6.6 **Prior Approval for Overtime or Extra Time.** Overtime shall be defined as all hours worked in excess of forty (40) hours per week and shall be compensated at one and one-half (1-1/2) times the employee's base hourly rate. Employees shall receive approval from their immediate supervisor prior to working either overtime or extra time. This requirement shall not apply in the case of either unusual or emergency situations. Tracking overtime, compensation time, or flex time is the responsibility of the District Superintendent or designee.
- 6.7 Route drivers shall be assigned shifts by the Transportation Supervisor. All route drivers shall be paid thirty (30) minutes daily for the purpose of bus cleanup and bus warm-up in addition to actual driving time.
- 6.8 Special bus runs shall be defined as all District trips other than regular scheduled daily bus routes. Special run drivers shall be compensated at (.728%) of the bus driver's wage portal to portal to the school. In addition, the special run drivers shall receive one-half (1/2) hour compensation at the above rate for bus servicing and cleanup if completed at the end of the run, entered on the time sheet by the driver and verified by the Transportation Supervisor.
- 6.9 **Assignment of Special Runs.** Special runs shall be offered to drivers starting with seniority drivers first. However, the Transportation Supervisor shall have discretion assessing if the driver's ability matches the complexity of the run. The Transportation Supervisor will proceed through the list of eligible drivers. Employees who work 40 scheduled hours are not eligible for special runs, except for special circumstances with prior approval of the Transportation Supervisor and Superintendent of the District. In the event that a special run is cancelled and the regular route driver was not able to drive part or their

entire route, the route driver will be paid their regular route pay.

- 6.10 Driver Reimbursement.** Drivers of regular routes required to maintain driving status will be reimbursed for added endorsements, testing, first aid classes, and physical examination. All special run drivers shall be reimbursed for approved limits from the reimbursement rates for meals published by the Office of Financial Management and must submit receipts to the District business manager. If the bus driver incurs costs related to the school trip/activity, such as fuel, parking or shuttle fees, the bus driver will be reimbursed with submitted receipts.

SECTION 7 HOLIDAYS

- 7.1 Holidays.** The following days will be authorized paid holidays for all full-time (1.00 FTE) 2,080 hours, classified employees when these occur during the regular scheduled work year:

- | | |
|---------------------------|-------------------------------|
| 1. New Year's Day | 7. Veteran's Day |
| 2. Martin Luther King Day | 8. Thanksgiving Day |
| 3. President's Day | 9. Day after Thanksgiving Day |
| 4. Memorial Day | 10. Christmas Day |
| 5. Independence Day | 11. Day after Christmas |
| 6. Labor Day | |

- 7.2** Less than full-time employees shall receive four paid holidays for their first one (1) to five (5) years of experience with the District; employees must work a full school year to qualify for this benefit. After five (5) years and until the fifteenth (15th) year, less than full-time employees shall receive one (1) additional paid holiday for every two years of experience with the District. Paid holidays will be limited to a maximum of nine (9), all of which must occur during the employee's work year.

SECTION 8 LEAVES

- 8.1 Sick Leave.** The District shall project the number of annual days of sick leave at the beginning of the school year. Each part-time or full-time employee shall be credited with an advanced front-loaded sick leave allowance of ten (12) days. However, if the employee leaves employment before earning the projected accumulations, any days taken beyond those accumulated shall be deducted at their normal per diem rate. 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 sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken.

The Superintendent or designee may, at any time, require a doctor's certificate as proof of illness.

An employee who has exhausted all sick leave benefits and yet remains unable to perform contract duties because of continued personal illness or disability, may request a leave of absence statement from an attending physician, not to exceed the balance of the school year. Such additional unpaid disability leave may be granted by the District and may be renewed at the discretion of the District in the event the disability continues.

- 8.2 Bereavement Leave.** Each employee shall be granted up to five (5) days bereavement leave per occurrence in the case of an immediate family death which shall include parents, siblings, spouse, children, grandparents, and grandchildren. Personal leave or vacation days may be used as additional days of bereavement leave. The five (5) days of bereavement leave is non-cumulative and shall not be deducted from sick leave. In the event of the death of any other relatives not specifically listed herein, leave appropriate to the closeness of the family ties may be allowed at the District's discretion.
- 8.3 Discretionary Leave.** The Board is empowered to grant leave with or without pay for extenuating circumstances not covered by the Agreement in its sole discretion.
- 8.4 Extended Leave.** Upon approval of the Board an employee may be granted an extended leave of absence without pay for a period not to exceed one (1) year. The employee will retain sick leave, vacation and seniority benefits while on leave, including seniority preference to the position(s) held prior to the leave.
- 8.5 Jury Duty and Subpoena Leave.** Leaves of absence with pay shall be granted for jury duty. Any compensation received for jury duty performed on contracted days shall be deducted from the employee's salary. The employee shall notify the District when notification to serve on jury duty is received. Leaves of absences with pay shall be granted an employee subpoenaed to appear in a court of law provided the employee is not a defendant in a civil or criminal case or a party to an action against the District. If any witness fees are paid, the amount shall be deducted from the employee's regular pay.
- 8.6 Personal Leave.** Personal leave of three (3) paid days per year shall be granted to classified employees. Personal leave is non-cumulative and shall not be deducted from sick leave. The supervisor's approval shall be required forty-eight (48) hours in advance when possible. Employees will not be required to give a reason for the request. Personal leave may not be granted before or after vacations or holidays.
- 8.7 Shared Sick Leave.** Employees may share unused accrued sick leave with other employees as allowed by law.

SECTION 9 VACATIONS

- 9.1 Fulltime (1.00 FTE) 2,080-hour employees shall have a vacation schedule as follows:**

1-5 years	Two weeks
6-14 year	Three weeks
15 + years	Four weeks

9.2 Prior Approval Needed. Employees seeking to utilize vacation credit shall obtain prior approval of the Superintendent or designee of the District before being eligible for use of such vacation credit.

SECTION 10 SENIORITY

10.1 Seniority Based on Hire Date. The seniority of an employee in the bargaining unit job classification shall be established as the date of the first day worked by the employee of the District (hereinafter “hire date”) unless such seniority shall be lost as hereinafter provided.

10.2 Seniority Lost. The seniority rights of an employee shall be lost for the following reasons:

- a. Resignation;
- b. Termination for any reason;
- c. Retirement;
- d. Transfer to a non-bargaining unit position.

10.3 Seniority Retained. Seniority rights shall not be lost for the following reasons, without limitation:

- a. Time lost by reason in industrial accident, industrial illness or judicial leave;
- b. Time on leave or absence granted for the purpose of involuntary service in the Armed Forces of the United States; or

10.4 The employee with the earliest hire date within the job classification shall be given first preference regarding shift selection and vacation periods. The employee with the earliest hire date within the job classification shall be considered first by the District regarding promotions, assignment to new or open jobs, and retention in the event of a layoff.

10.5 Hire Date Retained upon Job Change. An employee who changes job classifications within the bargaining unit shall retain his/her seniority date in the previous job classification for a period of one (1) year, notwithstanding that he/she has acquired a new job classification seniority date.

10.6 Publicize Open Positions to Employees. The District shall publicize within the bargaining unit for five (5) working days the availability of open positions.

10.7 Employment Agreement. The District shall notify each employee subject to this Agreement of its intent to rehire or not rehire the employee for the next school by the end of the school year. Notice of intent to rehire is not intended to create a contract of

employment.

- 10.8 Layoff Notice.** Except in extraordinary cases, the District will give employees two (2) weeks' notice of intention to layoff.

SECTION 11 PROBATIONARY PERIOD

- 11.1 Period Defined.** Each new hire shall remain in a probation status for a period of not more than ninety (90) workdays following the hire date. During this probationary period the District may discharge such employee at its sole discretion. Both parties shall be prohibited from grieving any alleged violation of this Section 11.1.
- 11.2 Rights Retroactive.** At the end of the probationary period, the employee will be subject to all rights and duties contained in this Agreement retroactive to his/her hire date.

SECTION 12 DISCIPLINE AND DISCHARGE OF EMPLOYEES

- 12.1** The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause may be resolved only in accordance with the grievance procedure hereinafter provided.

SECTION 13 RETIREMENT

- 13.1** Reportable compensation for Washington State Department of Retirement Systems is governed by law.
- 13.2** Both parties shall be prohibited from grieving any alleged violation of this Section 13.

SECTION 14 INSURANCE

- 14.1 Medical and Dental Benefits.** The District shall contribute monies received from the state for classified employee benefits for covering the cost of premiums for any of the PEBB-sponsored (Public Employee Benefits Board) health benefit plans that serve Grant and Lincoln Counties. The annual enrollment period for classified group insurance coverage shall be during the open enrollment time allowed by insurance carrier. The enrollment period for newly employed classified employees shall be completed within the first thirty (30) days of their employment after their probationary period.
- 14.2 FTE Hours.** For the purpose of the implementation of insurance benefits contained in this Section, a FTE shall be defined as an employee with one thousand four hundred forty hours

(1,440) per year.

- 14.3** The District will pay toward the cost of State Health Care Authority benefit plan for eligible classified employees and their dependents. Employees hired prior to July 1, 2006, shall be defined as eligible employees if they work (.5) FTE or greater. Employees hired July 1, 2006 or after, shall be defined as eligible if they work (.6) FTE or greater.
- 14.4** Eligible employees working less than 1,440 hours per year shall receive a prorated amount of the insurance benefit per month as the number of hours they work bears to 1,440 hours per year.
- 14.5** The District shall provide tort liability coverage for all employees subject to this Agreement.
- 14.6** All employees who receive insurance will have contributions prorated based on total number of regularly assigned hours worked. For bus drivers, this will include regular routes, activity runs and special runs.

SECTION 15 GRIEVANCE PROCEDURE

Grievances are limited to alleged violations of specific provisions of this Agreement, and shall be resolved only in strict compliance with Section 15.

GRIEVANCE STEPS

- 15.1 Step 1.** Employees shall first discuss the grievance with their immediate supervisor. If the grievance is not resolved to the employee's satisfaction, the employee may file a written statement of grievance with the immediate supervisor containing the following:
 - a. The facts on which the grievance is based;
 - b. A reference to the specific provision or provisions in this Agreement which has or have been allegedly violated (citing Section, subsection, and specific terms); and
 - c. The remedy sought.

All grievances not brought to the attention of the employee's immediate supervisor in writing within twenty (20) working days of the occurrence of the grievance shall be invalid and subject to no further processing.

The immediate supervisor shall provide a response to the grievance.

- 15.2 Step 2.** If the grievance is not resolved to the employee's satisfaction in accordance with Step 1, the employee shall submit the written statement of grievance to the immediate supervisor for reconsideration and shall submit a copy to the Superintendent's office within five (5) working days of receiving the immediate supervisor's response in Step 1. If the Superintendent and immediate supervisor is the same person, the written statement shall

be submitted to Superintendent. The parties will have five (5) working days from submissions of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If employees so wish they may be accompanied by an Almira Classified Bargaining Unit representative at any grievance discussions. If an agreeable disposition is made, all parties to the grievance shall sign it.

15.3 Step 3. If the grievance has not been resolved in Step 2 and the Almira Classified Bargaining Unit believes the grievance to be valid, a written statement of grievance shall be submitted to the District Superintendent or the Superintendent's designee within five (5) working days of the disposition in Step 2. After such submission, the parties will have ten (10) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance will sign it.

15.4 Step 4. If the grievance is not resolved at the Superintendent's level in Step 3 and the Almira Classified Bargaining Unit believes the grievance is valid, the Almira Classified Bargaining Unit may request that the grievance be referred to a hearing officer assigned by the ESD 101 within five (5) working days of the disposition in Step 3.

The decision of the hearing officer shall be binding on the parties. The hearing officer shall render a decision regarding the disposition of the grievance. The hearing officer's decision will be in writing. The hearing officer will be without power or authority to add to, subtract from, or alter any of the terms of this Agreement. The hearing officer shall be without power or authority to make any decision which requires the commission of an act prohibited by law. The hearing officer shall have no power or authority to entertain any grievance or rule on any of the following:

- a. The termination of or failure to reemploy any probationary employee or any matter relating thereto;
- b. Any matter involving employee evaluation or any matter relating thereto, and
- c. Any matter excluded elsewhere in this Agreement.

Any employee who elects to use the grievance procedure contained herein shall be prohibited from maintaining any other action or proceeding for seeking the same or similar relief.

15.7 Each party shall bear its own costs of the hearing except that the parties shall equally share fees and charges of the hearing officer, if any.

15.5 All days referred to in this Section shall mean working days.

15.6 Grievance not timely filed or not advanced within the prescribed timelines shall be deemed void and subject to no further processing.

SECTION 16 SALARIES AND EMPLOYEE COMPENSATION/

TRANSFER OF PREVIOUS EXPERIENCE

- 16.1** Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours worked and rates paid with each paycheck.
- 16.2** Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Appendix A (Salary Schedule), attached hereto and by this reference incorporated herein. Employees are responsible for confirming that their salary payments are in accordance with the appropriate placement of the employee on the salary schedule. An employee receiving an overpayment or underpayment has the obligation to notify the payroll office immediately. Errors made in payment will be corrected as promptly as possible, with due consideration given to avoiding employee hardships. Employees who receive an overpayment by the District will have the following options for repayment, provided that the total monthly amount being paid back, even in multiple instances or overpayments, is a minimum of \$25.00. Additional overpayment options may be utilized, if approved, when unique circumstances exist:
- a. Lump sum payment
 - b. Equal payments to be completed by the end of the school year.
 - c. Equal payments to be spread over one year.
 - d. If an employee terminates, the remainder of any overpayment shall be due in full and taken out of the pay warrant.
- Repayment will begin in the warrant following individual notification that such repayment is necessary. Any error which results in incorrect salary schedule placement will be corrected by District payment or employee repayment only from the present year. Prior year's placement error will be adjusted only if such error is brought to the attention of the payroll office of the District prior to October 1 of the present year.
- 16.3** Incremental steps, where applicable, shall take effect on September 1 of each year during the term of this Agreement; provided, the employee has been actively employed continuously for at least one-half (1/2) of the previous employment year.
- 16.4** Retroactivity. Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this Agreement.
- 16.5** When any employee leaves a school district within the state and commences employment with this District, the employee shall retain the same leave benefits that the employee had in the previous position.
- 16.6** If this District has a different system for computing leave benefits, then the employee shall be granted the same leave benefits and other benefits as an employee in the District who has similar occupational status and total years of service.

16.8 Transportation Reimbursements. In the event that the District requires an employee to utilize the employee's private vehicle in the scope of the employee's employment, then the employee shall be reimbursed for travel within their workday in the amount equal to the state level of reimbursement. Such reimbursement shall also be paid for travel to workshops, conferences when the District requires an employee to utilize the employee's private vehicle. Travel reimbursement claim forms shall be filed monthly at the District office.

SECTION 17 TERM

17.1 The term of this Agreement shall be August 27, 2018 to August 31, 2020

17.2 Appendix A (Salary Schedule) will be adjusted by the state funded salary increase for all employees during the duration of this Agreement.

17.3 If any provision of this Agreement or the application of any such provision is held invalid pursuant to the order of a court or other tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

17.4 Neither party shall be compelled to comply with any provision of this Agreement which conflicts with state or federal statutes or regulations.

17.5 In the event either of the two (2) previous sections is determined to apply to any provision of this Agreement, such provision may be renegotiated.

17.7 Other miscellaneous items agreeable to all parties shall be considered as openers for discussion at a time to be agreed upon by representatives of the Almira Classified Bargaining Unit and representatives of the Almira School Board during the duration of the Agreement.

17.8 The Almira Classified Bargaining Unit agrees that during the life of the Agreement it will not authorize, condone, sanction, or take part in any strike, walkout, or work stoppage of employees covered by this Agreement.

**APPENDIX A
ALMIRA SCHOOL DISTRICT
CLASSIFIED BARGAINING UNIT**

SALARY SCHEDULE 2018-19

POSITION	HOURLY RATE	SUB-RATE
Bus Driver – Route	\$ 18.57	\$ 18.57
Bus Driver – Activity	\$ 14.50	\$ 14.50
Bus Driver – Class Time (minimum wage)	\$ 13.50	\$ 13.50

HOURLY RATE	SUB-RATE	
Instructional Education	\$ 16.83	\$ 13.50
Building Custodian	\$ 18.57	\$ 13.50
Assistant Custodian	\$ 15.70	\$ 13.50
Para-educator	\$ 16.33	\$ 13.50
Head Cook	\$ 17.28	\$ 13.50
Administrative/Athletic Secretary	\$ 19.09	\$ 13.50

*2019-20 School Year (amounts will increase by \$1.00)

APPENDIX B

Almira School District No. 17

Classified Employee Performance Evaluation

S = Satisfactory
NI = Needs Improvement
U – Unsatisfactory

Name: _____ Position: _____

School: _____ Supervisor: _____

School Year: _____

Performance Evaluation: Rate each item by placing “X” in appropriate square most closely describing the employee’s actual work performance.

MASTERY OF JOB:

S NI U

1. Knowledge of job: Demonstrates and possesses technical knowledge and/or skills required to perform job. Has a thorough understanding of entire job responsibility.

Quantity of job performance: Extent to which employee’s efforts are consistent with the amount of work required by this job.

Quality of job performance: The extent to which task performed meets standards of quality expected of the job. Thoroughness, accuracy, neatness, correct care of equipment and materials. Adheres to all job safety procedures.

Dependability: Reliability and the degree to which an employee remains on job, carries out instructions and completes assigned tasks. Works with minimal supervision and is confidential with appropriate school matters.

Initiative: Perceives the need for starting independent actions. Demonstrates willingness to exceed minimal performance required by job. Originates well thought out procedures/activities and completes assigned responsibilities with minimal direction.

Stability: Extent to which employee is able to adjust to differing and new situations. Withstands pressure and remains calm in crisis situations.

ATTITUDE ABOUT JOB

Job attitude: Amount of personal interest and initiative shown toward assigned tasks. Demonstrates compliance and support for district goals, district rules, school and departmental activities. Demonstrates friendly and strong interest in the well being of students served. A high degree of cooperation with immediate supervisor.

Attendance/punctuality: Faithfulness in coming to work daily and adherence to assigned hours and schedules of work. Conscientious of attendance, breaks and assigned duty schedules.

Ability to relate with others: Courtesy, tactfulness, cooperation and sensitivity shown to colleagues, other staff members and parents. Is a positive person.

Ability to relate with students: Is sensitive to individual needs and demonstrates an understanding of, and commitment to, each student’s background and characteristics.

Personal appearance and hygiene: Appearance and hygiene are appropriate to his/her specific job in the public school setting.

Effort toward improvement when needed: Demonstrates an awareness of his/her limitations and strengths, and demonstrates continued professional growth.

Evaluator’s Comments:

Evaluator’s Signature

Date:

Employee’s Signature

Date:

I have reviewed this report. My signature does not necessarily indicate agreement with the ratings.

SIGNATURE PAGE

Almira Classified Bargaining Unit

Almira School District No. 17

By: _____

By: _____

Date: _____

Date: _____