

BASIC AGREEMENT

BETWEEN

**BELVIDERE COMMUNITY UNIT SCHOOL
DISTRICT 100**

AND

**BELVIDERE ASSOCIATION OF SUPPORT
STAFF (BASS)**

IEA-NEA

2023-2027

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AGREEMENT

This Agreement is entered into this August 21, 2023, by and between Community Unit School District 100 (hereinafter referred to as the District) and the Belvidere Association of Support Staff (hereinafter referred to as Association).

PREAMBLE

Accordingly, it is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the District's schools; to maintain the highest standards of personal and professional integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE 1

RECOGNITION

Section 1.1 Recognition.

The Board of Education of the Belvidere Community Unit School District #100 hereinafter referred to as the “Board”, recognizes the Belvidere Association of Support Staff, IEA-NEA, hereinafter referred to as the “Association”, as the exclusive bargaining agent for the following bargaining unit of employees employed by the Board: All regularly employed full-time and part-time clerical/secretarial employees.

Excluded from this unit are: All regularly employed full-time and part-time paraprofessionals, bilingual paraprofessionals, computer assistants, teacher assistants, pre-kindergarten paraprofessionals, Title I paraprofessionals, middle school and elementary in-school suspension monitors, and learning center assistants employed by the Board, but specifically paraprofessionals, Title 1 paraprofessionals, middle school and elementary school in-school excluding all administrators, certificated employees represented by the Belvidere Education Association, bus drivers, maintenance employees, high school in-school suspension monitors, hall monitors, parking lot monitors, special education job coaches, non-certified nurse/health aides, noon hour aides, bus transportation aides, crossing guards, on-call interpreters, District computer technicians, Executive Secretary to the Superintendent, Executive Assistant for Human Resources, Executive Assistant to the CFO, Benefits Coordinator, Substitute Coordinator, Licensure Specialist and Professional Development Coordinator, Human Resource Clerk, and Accountant, and all managerial, supervisory, confidential, substitute employees, short-term employees as defined by the Act, and all other employees.

ARTICLE 2
NON DISCRIMINATION

Section 2.1 Non Discrimination Based On Union Activity.

Neither the Board nor the Association shall discriminate against employees because of membership or non-membership in the Association or because of participation or nonparticipation in Association activities.

ARTICLE 3
ASSOCIATION RIGHTS

Section 3.1 New Employee.

Within 10 days of hire the District will make available to the Association President the name, address, phone number, location, job category, salary level, pay rate, regular number of hours of work of any newly hired employee, and whether the employee is full or part time. The Association agrees to maintain confidential information.

Section 3.3 Use of School Facilities and Equipment.

A. Bulletin Board Space

Bulletin board space shall be provided for the use of the Association in each school building for posting notices of activities and other matters of Association concern. The regular district inter-school mail service shall be made available to the Association for communications to employees.

B. School Equipment Use

With prior approval from the building administrator, the Association shall have the right to use, but not to remove from the school building, school equipment. This includes computers and related peripheral equipment, calculating machines, and audio-visual equipment when such equipment is not otherwise in use. The Association would reimburse the district at the district's cost.

C. Meeting Location

Upon at least 24 hours' notice to and with verbal approval of the building principal, , the Association shall have the right to use school buildings provided that the meetings do not interfere with or interrupt school operations or previously scheduled events. The Association shall promptly reimburse the school district for any cleaning or maintenance costs actually incurred as a result of Association use.

Section 3.4 Association Leave.

The Association shall be authorized to use up to five (5) days in aggregate in any one school year (July 1 to June 30) without loss of pay. Additional days may be granted by the Board upon written request. A

written notification of such leave shall be submitted to the Superintendent or designee, at least five (5) working days prior to the requested day or days of leave, provided that the Superintendent or designee may, in his sole discretion, waive this requirement. Any requests to use Association leave shall be submitted by the Association President.

Section 3.5 Labor Management Committee.

The Association President (and/or designees) and the Board appointed designee(s) will hold regular monthly meetings as necessary. An agenda will be jointly developed at least 48 hours prior to the meetings. This will allow the regular communication of items of concern. It is expressly understood that the meetings do not constitute collective bargaining.

Section 3.6 Distribution of Contract.

The District will post the Agreement on the District's Website (www.district100.com) for employees.

Section 3.7 Board Meetings.

All Board of Education notice of meetings will be accessible through the District's website (www.district100.com) on Board Docs. The Board shall make a good faith effort to notify the President of the Association by email of any cancellations, postponements, or special meeting of the Board of Education on a timely basis at least 48 hours prior to the scheduled time of meeting.

Section 3.8 Board Minutes.

The Association shall be provided with an electronic copy of the Minutes of regular and special meetings of the Board of Education after said Minutes have been officially approved by the Board.

Section 3.9 Dues Checkoff.

During the term of this Agreement the District will deduct from each employee's biweekly paycheck the regular Association dues for each employee in the bargaining unit for whom a lawfully written authorization has been submitted to the District.

The Association shall indemnify and hold harmless the District, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the District for the purpose of complying with the provisions of this Section or in reliance on any written checkoff authorization furnished under any of such provisions.

ARTICLE 4 EMPLOYEE RIGHTS

Section 4.1 Right to Representative.

If an employee is required to attend a meeting or conference at which it is contemplated that disciplinary action against the employee might be taken, the employee shall have the right to request to have an Association representative at such conference. The Employer will tell the employee their right to representation if the meeting or conference is disciplinary in nature.

Section 4.2 Just Cause Discipline.

No employee shall be disciplined, suspended or discharged except for just cause. The levels of progressive discipline will consist of the following: 1. Verbal Documented Warning , 2. Written letter of expectation (does not go into personnel file), 3. Formal Written Letter of reprimand (included in employee personnel file). Depending on the egregiousness of the offense, or time between offenses, subsequent steps could include: 2nd formal written letter of reprimand with or without "last chance agreement", 3rd formal written letter of reprimand with "last chance agreement". It is understood that depending on factors such as egregiousness or the time between offenses that discipline may or may not progress through each step. It is also understood that depending on the egregiousness of the offense that suspension with or without pay can be implemented simultaneously with progressive discipline at the discretion of the Assistant Superintendent of Human Resources.

Section 4.3 Employee's Right to Respond.

Following the post-evaluation conference, the Employee shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the Employee's signature be construed to mean that they agree with the contents of the evaluation but only that the evaluation has been discussed.

An employee may attach additional comments to the written evaluation if they so desire. All written evaluations and the Employee's comments are to be placed in the Employee's personnel file. Employees who choose to attach comments should submit them to the Human Resources Department. The Assistant Superintendent of Human Resources or their representative shall attach the comments to the evaluation and place said comments in the Employee's personnel file.

Section 4.4 Recommendations.

Not later than two (2) weeks preceding the end of an employee's probationary period, the building principal or immediate supervisor shall complete a written evaluation report and make recommendations to the Superintendent for each probationary employee. A copy shall be furnished to the Employee. The report shall not contain information which has not previously been made known to, and discussed with, the probationary employee.

Section 4.5 Complaints Against Staff Members.

It is the duty of the administration to investigate and to determine the validity of complaints brought to their attention. If the complaint has merit, the administrator needs to notify the employee that a complaint is being investigated, obtain the employee's input and to then consult with and provide suggestions to the employee to help solve the problem.

Section 4.6 Job Descriptions.

- A. Official job descriptions for each position within the Bargaining Unit shall be maintained at the Human Resource Department and shall be available for inspection by Bargaining Unit Employees upon request.
- B. Copies of all job descriptions and revisions thereto, when made, will be given to the Association President.

Section 4.7 Right to Organize and Participate.

Employees shall have the right to organize, join and assist the Association, to participate in negotiations with the Employer through representatives of their own choosing, and to engage in other activities as protected by law.

Section 4.8 Break Period.

Each employee covered by this Agreement shall be entitled to one (1) duty free 15 minute paid break for each four (4) hours worked and one (1) duty free 30 minute unpaid lunch break per day. The timing of such breaks shall be decided upon by the Employee and his or her immediate supervisor.

Section 4.9 Rules and Regulations.

The Board Policy manual shall be made available in an electronic format.

Section 4.10 Employee Notification of Assignments.

All regularly employed staff shall be given written notice of their assignment for the forthcoming school year at least fifteen (15) calendar days prior to their first work day. Each 10, 11 and 12 month Employee shall have their tentative work assignment emailed to them with the upcoming work calendar and hourly pay rate, for the forthcoming school term no later than the June 30th of the current school term except in years in which this Agreement expires and a successor Agreement has not been ratified prior to the end of the school year. In this case the work assignment will be posted as soon as possible following ratification.

Section 4.11 Involuntary Reassignment.

The Association will be notified by the District two (2) business days prior to employee notification of the involuntary transfers. No employee will be required to serve a probationary period due to involuntary reassignment or reduction in force. The District will provide the employee the support and training in regards to the new position.

If a change in an Employee's assignment is necessary after the start of the school year, the affected Employee will have preferential rights to transfer back to an available position in the building from which they was involuntarily displaced for 12 months from the effective date of the transfer/reassignment, if such position is available.

No employee shall experience a loss in work hours, pay or benefits as a result of an involuntary reassignment for the remainder of the school year in which reassignment occurred. If the employee is offered a position in the following year with their original hours, but they do not accept it, the employee's work hours, pay and benefits will be adjusted accordingly.

Section 4.12 Evaluations.

An evaluation of Association's members must be completed no later than April 30 of each school year. A consistent evaluation form will be used throughout the district for all Association members. All

Association members will be given a copy of the evaluation plan within the first 10 work days of the school year. Each building principal or building principal designee (APs/evaluators) will review the evaluation document with each Association member within the first thirty (30) days of the school year so that expectations for performance are communicated. Employees will receive a copy of their completed evaluation at the beginning of their evaluation conference. If the evaluation is not completed by April 30 of each year, the evaluation should indicate proficient.

All employees in years 1-10 will be evaluated every year. All employees in years 11 and beyond will be evaluated every other year. Any employee in year 11 and beyond whose performance yields Needs Improvement or is Unsatisfactory due to observed or reported performance deficiencies will receive a full evaluation. The evaluation will begin at least thirty (30) days after the evaluator has communicated the area of improvement verbally and in writing to the BASS Member.

If the evaluator determines that there are issues or potential issues with an Association member's job performance it should be brought to the attention of the Association member immediately. After the issue(s) have been brought to the attention of the Association member, the evaluator should give the member at least thirty (30) days to correct the issue(s) prior to completing an evaluation. This will ensure that the Association member is aware of any deficiencies in job performance and allow sufficient time to correct the deficiencies prior to completing an evaluation.

Any Association member who receives a one (1) in any category will be placed on a remediation plan to address the area(s) of deficiency within five (5) work days of the evaluation. The remediation process will last for a period of thirty (30) days. At the end of the thirty (30) day remediation period, the evaluator will complete a 2nd evaluation within five (5) work days of the 30th day of the remediation period. If the rating has not improved and the Association member is still rated a one (1) in any of the area(s) of deficiency addressed in the remediation plan, the Association member's summative rating remains Unsatisfactory and they will be recommended for termination.

Any Association member who receives an overall Summative Rating of Needs Improvement (two (2) or more areas Needs Improvement) will be placed on a remediation plan to address the area(s) of deficiency within five (5) work days of the evaluation. The remediation process will last for a period of thirty (30) days. At the end of the thirty (30) day remediation period, the evaluator will complete a 2nd evaluation within five (5) work days of the 30th day of the remediation period. If the rating has not improved and the staff member is still rated an overall Needs Improvement they will be considered for and could be recommended for termination. If deemed appropriate by the evaluator, the remediation period can be extended for an additional fifteen (15) days at which point a 3rd evaluation would be completed within five (5) work days of the 15th day of the remediation period. If the Association member is still rated a two (2) in any of the area(s) of deficiency addressed in the remediation plan and the Association member's summative rating remains Needs Improvement then they will be recommended for termination.

Designated school holidays as outlined in the Association agreement are excluded from the remediation plan and remediation period timelines. Regular weekend days (Saturday and Sunday) are included in the remediation plan and remediation timelines.

ARTICLE 5

GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.1 Definition of Grievance.

For the purposes of this Agreement, the term grievance shall mean a dispute or difference of opinion raised by one or more employees against the District involving the meaning, interpretation, or application of the express provisions of this Agreement. The term "days" as used in this Article shall mean days when the District's Central Office is open.

Section 5.2 Grievance Procedure.

The parties acknowledge that it is most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and normal communications. If, however, the informal process fails to satisfy the employee, a grievance may be processed as follows:

STEP 1: Informal Discussion – Building Level. Any grievant who has an alleged grievance as defined in this Article may discuss such grievance with the immediate supervisor as designated by the District. If the alleged grievance is not submitted within twenty (20) business days after the act or condition which is the basis of the alleged grievance, it shall not be considered actionable.

STEP 2: Written Grievance – Building Level. If the grievant is not satisfied with the decision rendered at Step 1, the grievant may appeal the grievance in writing to the immediate supervisor as designated by the District. Failure to file such an appeal within ten (10) business days from the date of the discussion with the immediate supervisor at Step 1 shall be deemed a waiver of the right of appeal. The written grievance shall contain a concise statement of the facts upon which the alleged grievance is based and a reference to the specific provision of the agreement allegedly violated, misinterpreted or misapplied. The appropriate Supervisor's written answer shall be given within ten (10) business days after receipt of the appeal. Both the grievant and Association shall receive copies of said answer.

STEP 3: Written Appeal – Superintendent Level. If the grievant is not satisfied with the decision as rendered in Step 2, the grievant may submit a written appeal to the Superintendent of Schools or their designated representative. Failure to file such an appeal within ten (10) business days from receipt of the appropriate Supervisor's written answer at Step 2 shall be deemed a waiver of the right to appeal. A meeting, if requested, shall be conducted by the Superintendent and action shall be taken on the appeal of the alleged grievance within ten (10) business days after receipt of the appeal or ten (10) business days

after the meeting if one is requested. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant and the Association.

A grievance may, by mutual agreement between the Association and the Superintendent, be presented initially at Step 3.

Section 5.3. Arbitration.

If the grievance is not settled in accordance with the foregoing procedure, the Association may refer the grievance within ten (10) business days after final disposition by the Superintendent to arbitration by notice in writing delivered to the Superintendent. With such appeal, the Association shall include names of five (5) suggested arbitrators. The District will either accept one of the arbitrators suggested by the Association or, within five (5) business days, will send a list of five (5) suggested arbitrators to the Association. If by the end of five (5) business days after submission of the District's list, the Association has not accepted one of these as the arbitrator, then promptly the parties shall jointly request the American Arbitration Association to submit to them a list of five (5) arbitrators' names and qualifications. Either party may (1) reject one list in its entirety and request that another list be submitted, and /or (2) request that the list provided by the American Arbitration Association include only arbitrators who are members of the National Academy of Arbitrators. From such a list, the Association shall strike one (1) name and the District shall then strike one (1) name and alternately thereafter until one name remains. The person whose name remains shall be the arbitrator. The arbitrator selected (whether agreed upon or selected from the AAA panel) shall be jointly notified of his selection and requested to contact the parties with respect to setting up a time for a hearing. No grievance may be advanced to arbitration without the written concurrence of the individual named grievant.

Section 5.4. Authority of Arbitrator.

The arbitrator's decision shall be binding upon the Board, the Association, and the grievant. The arbitrator shall not, however, have the power to add to or subtract from, alter or modify in any manner any of the terms of this agreement. Any grievance appealed to arbitration and on which the arbitrator determines he has no jurisdiction or power to rule, shall be referred back to the parties without decision or recommendation and the Superintendent's disposition as determined under Step 3 of the grievance procedure shall then be final.

Section 5.5. Expenses of Arbitration.

Each of the parties to the arbitration proceeding shall bear the expense of its own representative and witnesses and the fees and expense of the impartial arbitrator shall be divided equally between the parties. Neither party shall be entitled to a transcript of the proceedings unless that party pays 50% of the cost assessed by the court reporter.

Section 5.6. Representation.

“Representation by the Association” for purposes of the foregoing grievance procedure, shall be limited, generally, to representation by one (1) Association member-representative and shall, in no case, exceed representation by three (3) persons. Upon request, employees shall be entitled to such representation at all levels of the grievance procedure, including the informal step.

Grievances shall, in all instances, be handled promptly and expeditiously, as previously set forth, but shall be handled and meetings scheduled so as to avoid interference with the assigned duties of any of the participants.

ARTICLE 6

NON-INTERRUPTION OF WORK

Section 6.1. No Work Stoppages.

Neither the Association nor any of its officers or any employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, concerted stoppage of work, sympathy strike or any intentional disruption whatsoever of the operation of the District regardless of the reason for so doing during the term of this Agreement.

ARTICLE 7

HOURS OF WORK/OVERTIME

Section 7.1. Application of Article.

This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week, or per year.

Section 7.2. Normal Work Day, Week and Year for Full-Time Employees.

The normal workday for full-time employees shall be eight (8) hours and the normal workweek for full-time employees shall consist of 8-hour workdays Monday through Friday during the work year established by the Board. The normal workday for part-time employees shall be six (6) hours and the normal work week for part-time employees shall consist of 6-hour workdays Monday through Friday during the work year established by the Board. For payroll purposes, the employee's work week shall commence at 12:01 a.m. Sunday and run through Saturday midnight.

The annual work year and calendar for full-time employees shall be established by the Board and published no later than June 30 of each year. The work year for ten (10) month employees shall generally contain 210 paid days including holidays. The work year for eleven (11) month employees shall generally contain 220 paid days including holidays. The work year for twelve (12) month employees shall generally contain 255 paid days including holidays.

Section 7.3. Changes in Normal Workday or Normal Work Week.

Should it be necessary in the District's judgment to establish schedules departing from the normal work day or the normal workweek, or to change the shift schedule of any employee or employees, the District will give, if practicable, at least 24 hours advance notice of such change to all employees affected by such change.

Section 7.4. Overtime Pay.

An employee shall be paid time and one-half times their regular straight-time hourly rate of pay for all approved hours actually worked in excess of 40 hours in a seven day consecutive period. Overtime hours

must be approved in advance by the Principal and Human Resources Department collectively or the Human Resources Department solely. Notwithstanding the previous sentence, each Building Principal shall have a building bank of fifteen (15) overtime hours per Association member to utilize each school year before seeking approval of overtime hours from the Human Resources Department. Work on holidays or Sundays must be approved in advance by the Principal and Human Resources Department collectively or the Human Resources Department solely. Employees required to work on holidays or Sundays shall be paid two times their regular straight-time hourly rate of pay for all approved hours actually worked in excess of 40 hours in a seven day consecutive period.

Association members shall be allowed to flex hours within any consecutive ten (10) day period as long as adequate staffing is able to be maintained within the functional work area.

Section 7.5. Lunch Period.

An unpaid lunch period of at least one-half hour shall be provided to all bargaining unit employees scheduled to work six (6) or more hours per day. The lunch period shall be mutually agreed to by the Member and administration as long as adequate staffing is able to be maintained within the functional work area.

Section 7.6. Translations.

Members of the Association shall not be required to translate for discipline issues, IEP meetings, and/or teacher/parent contact. Association Members wishing to offer translation services to the district during the regular workday shall receive a \$250 stipend per semester. These Association members must apply for the stipend and shall remain through the entire semester to serve in this capacity. Members should request in writing to the immediate supervisor and Asst. Superintendent of HR for the translation stipend.

Section 7.7. Unsafe Or Hazardous Working Conditions.

No Association Member shall be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety, or well-being. Whenever practical, no Association Member shall be required to enter a building alone or to be left alone in a building.

Section 7.8. Medical Procedures.

Association Members shall not be required to dispense medication to pupils, except in emergency circumstances, and with parental consent, in the absence of an Administrator or Nurse.

Section 7.9. Training.

The Administration and the Association recognize the importance of proper training for all Employees. To that end, the parties agree to the following:

The District shall schedule in-service training for each new Employee prior to the Employee's first day working in the position to provide the Employee with knowledge of the responsibilities of the job.

The District shall provide up to a minimum of four (4) hours of job related training, which could include, but not limited to: job related webinars, conferences, training, etc.

Section 7.10. Sub Pool.

The District shall use best efforts to create, train and maintain a clerical sub pool. The subs shall be proficient in phone usage, customer service and other necessary office duties.

ARTICLE 8 SENIORITY

Section 8.1 Definition of Seniority.

Seniority for all classifications is defined as the length of continuous service of an employee for the School District since the employee's most recent date of hire is defined as the first day in paid status for positions covered by this Agreement. Seniority will be credited from the date of hire for those employees successfully completing the probationary period. If there is a tie in seniority between two or more such employees (i.e, two or more employees having the same length of continuous service), the date on the application for employment shall control as the tiebreaker.

Section 8.2 Termination of Seniority.

Seniority is lost if the employee:

- A. Quits or resigns
- B. Is discharged for just cause
- C. Retires
- D. Is absent for three (3) consecutive days without notifying the employer
- E. Is laid off for longer than the applicable recall period
- F. Declines recall to former job category

Section 8.3. Effect of Consolidation or Elimination of Classifications.

If employees are displaced by the elimination of classifications, the consolidation of classifications (combining the duties of two or more classifications and/or parts of two or more classifications), the installation of new equipment, methods or facilities, or for any other reason, they shall have the right to transfer to any existing bargaining unit vacancy which the District is seeking to fill if it is determined by the Board that they have the necessary skills, abilities and qualifications for such vacancy. Any employee laid off from an affected classification shall have the right to bump a less senior employee in the Association provided the senior employee is determined to be qualified to perform the work required.

Section 8.4. Recall.

If the District has any vacancies in a classification covered by this Agreement, the position(s) thereby becoming available shall be tendered to employees in reverse order of layoff from said classification.

Notification of recall shall be by certified mail to the employee's last known address as shown on the District's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the responsibility of the employee to keep their address current by providing the Human Resources Department with the necessary information. If the employee does not respond to such notification of recall by notifying the District of the decision to accept or decline the position within five (5) business days of the receipt of the letter by the District to the employee's last known address, the employee's right to recall shall cease.

Section 8.5 Effects of Layoff.

In addition to the other applicable provisions of this Article, the following provisions shall be applicable to bargaining unit members who are laid off:

- A. Any employee who is laid off shall be paid all earned compensation on or before the 10th business day following their last day of employment.
- B. Upon being recalled pursuant to the provisions of this Article, the accumulated and unused sick leave days that the employee had at the time of their layoff shall be restored.
- C. During the period of time that the employee has recall rights, the employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for family coverage.
- D. While the seniority of an employee who is laid off shall not be terminated if the employee is recalled under the provisions of this Article, seniority credit shall not accrue during the period of the layoff.

Section 8.6. Vacancies and Transfers.

A. Vacancies and Voluntary Transfers

The Board will post notice of any vacancy which occurs in the bargaining unit through District emails and Frontline. Employees will be given an opportunity to request a transfer to vacancies that become open at any time during the calendar year. To be considered for any posted position, a current Association member shall follow the current District's internal hiring practices. As used herein, vacancy will mean a regular full-time or regular part-time position that has been newly created or that becomes vacant because the employee holding that position has left that position.

Upon application, in-District Association members shall be considered for any job openings they apply for prior to filling the position with an outside employee.

Any Association member transferred to a different Association position that requires an additional level of knowledge and training as determined by the administration is entitled to a \$1.00 per hour increase in their hourly rate of pay. Association members are limited to one transfer per school year.

Section 8.7 Seniority of Persons Transferred out of and Back into the Bargaining Unit.

Employees who transfer to other positions within the district that are excluded from the bargaining unit and later transfer back into the bargaining unit shall have a seniority date computed on the basis of the date the member left the bargaining unit.

Section 8.8. Seniority Lists.

The Board shall prepare, maintain and post the seniority list annually by October 1st.

Section 8.9 Probationary Period.

The probationary period for employees shall be 6 months. During an employee's probationary period the employee may be suspended, laid off, or terminated at the sole discretion of the District. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to their original date of hire with the District in a position covered by this Agreement.

ARTICLE 9
CATEGORIES OF POSITION

OP- Elementary

OP- Middle School

OP- High School

Level 1

Attendance

Discipline

Receptionist

Student Services

Level 2

Administrative Assistant

Athletics

Bookkeeping

0.5 Washington/0.5 Bilingual Position

OP- Central Office

Level 1

Data Processing

District Registrar

Receptionist

Receiving/Operations

General Academic Support

Level 2

Accounts Payable Coordinator

SIS State Reporting

SIS Coordinator

Payroll Coordinator

Purchasing Coordinator

Lead District Registrar

Special Education Assistant

These categories of positions currently exist in the Association but the District has the ability to add positions in the future as the needs of the District change.

The Association and administration agree for the hiring purpose, postings in OP High School and OP Central Office will be posted at two levels as listed above.

ARTICLE 10

PAID LEAVES OF ABSENCES

Section 10.1. Sick Days & Personal Days.

Employees eligible for IMRF will be allowed sick and personal days as follows: Ten (10) month employees shall be entitled to 10 sick days and 2 personal days at full pay each school year worked, eleven (11) month employees shall be entitled to 11 sick days and 2 personal days at full pay each school year worked, and twelve (12) month employees shall be entitled to 12 sick days and 2 personal days at full pay each school year worked.

Section 10.2. Vacation Days.

All full time twelve (12) month Association members shall receive paid vacation days. Said vacation days may be used by eligible employees at times of the Employee's choosing subject only to the condition where more than one employee requests the same vacation date(s) and work scheduling demands reasonably prohibit all requesting employees from being absent at the requested times, the affected employee who submits and receives approval first, shall be granted their preferred vacation date(s). Notwithstanding the foregoing, no Association member shall be allowed to use a combination of vacation, sick or personal days that will result in the Association member being absent for more than 10 consecutive work days. Members will be allowed to rollover up to seven (7) unused vacation days into the next fiscal year.

12 Month Employees

Years of Employment	Number of Paid Days Annually
0-5 years	10
6-9 years	15
10-20 years	20

Vacation Schedule for Employees Transferred to a 12 Month Position

Current full time school term Association members (e.g. 9, 10, 11 month positions) that transfer to a twelve-month position shall have their years of service in the Association calculated as the number of months for a position times the number of years in a position divided by 12 months. A numerical example for a 10 month Association member would be as follows:

10 months X 5 years = 50 months divided by 12 months = 4 years of service for determining vacation. Note: Years of service outside of the bargaining unit shall not be considered when calculating vacation.

New hires who work less than one (1) year July through June will earn paid vacation days during their first year of employment according to the schedule below:

Month Hired	Vacation Earned
May or June	0
April	1 day
March	2 days
February	3 days
January	4 days
December	5 days
November	6 days
October	7 days
September	8 days
August	9 days
July	10 days

Notwithstanding the fact that these days have been earned by the Member, the Member shall not be allowed to utilize any paid vacation days during the first six months of employment. Employees resigning or whose employment is terminated are entitled to the monetary equivalent of all earned and unused vacation.

Section 10.3. Designation of Holidays.

Subject to approval of the final school calendar approved by the Board of Education, up to twelve (12) paid holidays per school year for 12 month employees and eleven (11) paid holidays for 10 & 11 months.

Holidays are generally
listed below: OP

12 Month Employees	10-11 Month Employees
Independence Day	Labor Day
Labor Day	Columbus Day or equivalent *
Columbus Day or equivalent *	Election Day*
Election Day*	Veteran's Day
Veteran's Day	Day preceding Thanksgiving Day*
Day preceding Thanksgiving Day*	Thanksgiving Day
Thanksgiving Day	Day after Thanksgiving Day
Day after Thanksgiving Day	Christmas Day
Christmas Day	New Year's Day
New Year's Day	Martin Luther King Holiday*
Martin Luther King Holiday*	Lincoln's Birthday (President's Day)*
Lincoln's Birthday (President's Day)*	Good Friday*
Good Friday*	Memorial Day
Memorial Day	Juneteenth*
Juneteenth*	

Notwithstanding the foregoing, the holidays marked with an asterisk (*) will only be considered as paid holidays if they are included on the school calendar as days of non-attendance for students each school year.

Section 10.4. Eligibility Requirements.

In order to be eligible for holiday pay, an employee must work in the week in which the holiday falls and must work their full scheduled working day immediately preceding and immediately following the holiday unless proof of sickness or excusable absence is established to the satisfaction of the employee's supervisor.

Section 10.5 Caregiver Leave.

At the sole discretion of the Board, an employee may be granted caregiver leave without pay for up to one (1) full year. An employee returning from caregiver leave shall be placed in a comparable position.

Notice of desire to return to work when taking a full year off pursuant to this section must be given ninety (90) days prior to the termination of the leave. Failure to supply the written notice of desire to return from leave within the specified time limits shall be treated as a violation of the provisions of the Agreement, and the employee shall be considered as having waived all rights to continued employment and reinstatement.

Section 10.6. Jury Leave.

Any employee who serves on a court jury or appears in response to a subpoena as a witness in a court trial in which the employee is not a party, when they otherwise would have been scheduled to work, shall be paid for the regular straight-time hours they would have worked for such service. The employee shall remit to the District any fees which they receive for such service.

Section 10.7. Insurance Coverage During Unpaid Leave.

If the District at its sole discretion grants an employee an unpaid leave, said employee shall have the right to maintain insurance coverage by paying each full applicable monthly premium in advance.

ARTICLE 11

WAGES AND COMPENSATION

Section 11.1 Annual Increases.

Effective July 1, 2023 the base increase for existing members increases by \$3.50 per hour.

The base increase for all association members for the remaining years of this agreement shall be as follows:

Fiscal Year 24/25	4.75%
Fiscal Year 25/26	4.25%
Fiscal Year 26/27	4.50%

Section 11.2 New Hire Screening.

All new employees must demonstrate job related competencies depending on the available position being offered. Screening will be determined jointly between Association and administration.

Section 11.3 Starting Wages.

Starting wages for each of the categories defined in Article 9 are as follows:

OP- Elem & MS	\$17.00
OP - HS Level 1	\$17.00
OP - HS Level 2	\$18.00
OP - CO Level 1	\$18.00
OP - CO Level 2	\$20.00

Section 11.4 Vacancies at Central Office.

Future (new) employees to be hired in the Central Office categories shall be filled at the rates stated in Section 11.3 above. Notwithstanding the foregoing sentence, in the event the District is unable to fill the position with a qualified candidate, the District shall be allowed to fill the position at a market rate at the time of vacancy.

Section 11.5 Retention Bonus

Annually, at the start of each school year eligible BASS members will receive a retention bonus in addition to their normal pay structure. After BASS members complete two consecutive years of service they will be eligible for the retention bonuses that will be provided by the District on an annual basis. The outlined structure below depicts how much money each BASS member will be given on an annual basis starting their third year of employment and based upon their number of years of service in the District.

Years 3-10	Years 11-18	Years 19+
\$ 400.00	\$500.00	\$600.00

Section 11.6 Perfect Attendance

After employment in the District for one (1) school year, all Association members shall be eligible to earn one hundred (\$100) per semester (not to exceed \$200 per year) for perfect attendance. In addition, twelve (12) month employees shall be eligible to earn an additional fifty dollars (\$50) for perfect attendance during non-student attendance times. Perfect attendance shall be defined as no more than three (3) late arrivals per semester and no use of sick days. Vacation days, personal days or days for jury duty shall not count against perfect attendance.

Section 11.7 Retirement Incentive

Employees who retire pursuant to the Illinois Municipal Retirement Fund (IMRF) (8 years of service for Tier 1 and 10 years of service for Tier 2 working at least 600 hours per year) and who notify the Superintendent no later than ninety days prior to their retirement date will receive the following benefits:

- The District will pay each employee, who is at least 55 years of age, up to a maximum of six (6) per year, who meets the eligibility requirements previously stated above, a one-time stipend of \$300.00 per year for each full year of District service to a maximum of \$7,500 for 12-month employees and \$6,000 for other employees. To avoid IMRF penalties, the retirement incentive will be paid after the first calendar month after retirement (approximately 45 days). For example, if an employee retires on June 15, the retirement incentive will be paid on the first pay date in August. For the purposes of this Section, years of District service shall be

calculated in terms of the actual months of District service, e.g., a 12-month employee shall be credited with 12 months of service for each year of District service and a 10-1/2 month employee shall be credited with 10-1/2 months of service for each year of District service.

Section 11.8 - Additional Compensation for performing job duties of a vacant position

Association members can receive additional compensation for Association members performing the job duties of a vacant position in addition to their regular job duties due to an extended vacancy. This agreement allows the District to recommend additional compensation at five percent (5%), ten percent (10%), and fifteen percent (15%) of the member's hourly rate during an extended vacancy period (over fifteen (15) workdays). The percentage of additional compensation recommended will follow the parameters specified below.

- 5% = Members taking on additional duties that are significantly similar to the members' primary responsibilities requiring no additional training or instruction.
- 10% = Members taking on additional duties that are similar to the members' primary responsibilities but require limited additional training or instruction.
- 15% = Members taking on additional duties that are significantly different than the members' primary responsibilities and require additional training or instruction.

Additional compensation will not be given for permanent additional duties assigned as a result of the dissolution of a position or for a vacant position that will not be posted and filled due to budgetary restraints. Any additional compensation recommendation approved will end when the temporary assignment of duties ends or the vacancy is filled and onboarded.

ARTICLE 12

INSURANCE

Section 12.1. Hospitalization and Major Medical Insurance.

The District will continue to provide hospitalization and major medical insurance coverage for each full-time employee. Payroll deductions assistance for individual coverage beyond that provided by the District will be extended to each employee upon request. The District retains the right to change insurance carriers, plan design, and coverage provided the level of benefits available to all employee

groups shall remain substantially the same as the carrier coverage that BEA, BESSA, and BEST have in their contracts.

Section 12.2. Group Term Life Insurance.

The District will provide group term life insurance coverage for each full-time employee in the amount of the employee's base salary rounded to the nearest \$1,000 or \$25,000, whichever is greater.

Section 12.3. Dental Insurance.

The District will provide dental coverage for each full time employee. The District retains the right to change insurance carriers, plan design, and coverage provided the level of benefits available to all employee groups shall remain substantially the same.

Section 12.4. District Insurance Committee.

The Association shall have a right to an Association representative on the District Insurance Committee.

Section 12.5. District Insurance Benefit Reciprocity.

In recognition of the desirability of maintaining a uniform policy District-wide with respect to insurance benefits and notwithstanding the foregoing provisions contained in this Article, the parties agree that if the Board desires to makes any changes, modifications, or improvements with respect to any of the insurance benefits or payment arrangements set forth in this Article that are applicable to substantially all other District employees, then such changes, modifications, or improvements shall likewise be applicable to the employees covered by this Agreement on the same terms and on the same date that they are applicable to substantially all other District employees. The district will adjust wages of those employees with single/spouse, single/children, and family coverage to recoup net loss in earning from changes to the sharing percentages (%) between employee/employer on insurance per length of existing contract.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 Use of Personal Automobiles.

Reimbursement for the pre-approved use of a personal automobile for District authorized school business

travel shall be set at the current rate established by the Internal Revenue Service. Application for reimbursement shall be submitted on forms provided by the District.

13.2 No Coercion.

Neither the District nor the Association will in any way discriminate against, coerce or intimidate members of the Association, the Board or the District's staff in the exercise of such rights as citizens as are appropriate in their respective roles as employees, Board members or District staff, in the course of or by reason of negotiations between the parties, or, in the application of agreements reached, or, because of membership or nonmembership in the Association.

13.3 School Closings.

When a school is officially closed due to an emergency (weather or otherwise), the following parameters will apply by employment calendar:

- 10- and 11-month members are not required to report to work and not required to use paid time off (sick or personal).
- 12-month members are required to report to work or the member must use a paid time off day (sick, personal, or vacation)

13.4 Subcontracting.

The District agrees that during the term of this Agreement it will not subcontract any bargaining unit work.

13.5 Summer Work/Assignments.

Compensation for summer school shall be employee's current salary or posted rate, whichever is greater,

13.6 Effect of Agreement.

The District agrees that it will honor the negotiated terms contained in this Agreement in the event the Association is decertified. Further, the District will incorporate the salient terms of this Agreement into a new employee handbook for the educational support positions currently covered by this Agreement.

ARTICLE 14

MANAGEMENT RIGHTS

Except as specifically modified by other Articles of this Agreement, BASS recognizes the exclusive right of the District to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following: to establish employment and work qualifications; to schedule and assign work and overtime; to transfer employees; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether services are to be provided by employees covered by this Agreement or by other employees or non-employees not covered by this Agreement; to make, alter and enforce rules (including rules governing employee conduct), regulations, orders and policies; to evaluate employees; and to carry out the mission of the District; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 15

EFFECT OF AGREEMENT

15.1 Entire Agreement.

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties. The terms and conditions of this Agreement may be modified by alteration, change, addition to, or deletion only through the voluntary, mutual consent of the parties in a written amendment.

15.2 Waiver.

The District and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this Agreement. It is specifically understood by the parties, however, that nothing herein shall prevent the District and the Association from mutually agreeing in writing to modify this Agreement.

ARTICLE 16

SAVINGS CLAUSE

If any article, paragraph, sentence or clause is held to be in conflict with any article, paragraph, sentence or clause of existing written procedures found in the District or building handbooks, then articles, paragraphs, sentences or clauses of this Agreement shall supersede. Further, in the event that any article, paragraph, sentence or clause of this Agreement is held to be invalid by law, such article, paragraph, sentence or clause shall be deemed of no effect, but such determination shall not affect any remaining portion of this Agreement.

ARTICLE 17

TERM OF AGREEMENT

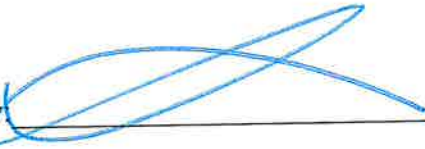
Unless otherwise specified herein, this Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect to and including June 30, 2027. It shall be automatically renewed from year to year thereafter unless written notice of desire to terminate, modify, or amend this Agreement is served by either party on or before April 1, 2027, or on or before April 1 of any subsequent year.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new Agreement is reached unless either party gives at least ten (10) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this 21st day of August, 2023.

BELVIDERE COMMUNITY UNIT
SCHOOL DISTRICT 100

BELVIDERE ASSOCIATION OF
SUPPORT STAFF

By: 

By: 

BASS (Office Professional) Evaluation

EMPLOYEE: _____ POSITION: _____

SUPERVISOR: _____ DATE: _____

4 = Excellent 3 = Proficient 2 = Needs Improvement 1 = Unsatisfactory

Performance Factors to be Evaluated:

1. Job Knowledge:

The employee's knowledge of the procedures, skills, equipment, care and materials to perform their job.

- ☐ **4** Demonstrates mastery of all phases of the job; seeks advanced training and self-improvement.
- ☐ **3** Demonstrates comprehensive understanding of the job; retains learning with little or no retraining.
- ☐ **2** Demonstrates minimal understanding of the job; often makes mistakes and needs some retraining.
- ☐ **1** Lacks understanding of the basic job concepts; continually repeats mistakes and requires frequent retraining.

Comments:

2. Quality of Work:

The quality of the work the employee completes to fulfill the job description responsibilities.

- ☐ **4** Work is consistently thorough and all details are error-free; carries out assigned responsibilities independently.
- ☐ **3** Work is consistently complete with minimal errors; performs job related tasks with minimal supervision.
- ☐ **2** Work is sometimes incomplete and/or contains errors; requires constant supervision and some repeated direction

-
- 1** Work is frequently incomplete and/or contains excessive errors; requires constant supervision and repeated direction

Comments:

3. Quantity of Work:

The amount of acceptable work regularly produced by the employee in a timely manner to fulfill the job description.

- 4** Volume and timelines of work consistently exceeds that which is required.
- 3** Volume of required work is done at a proficient level; completes assignments in advance of deadline.
- 2** Volume and timelines of work needs improvement; work is often picked up by peers in order for the department to run efficiently; deadlines are sometimes missed.
- 1** Volume of work is unsatisfactory which adds to the workload of peers; deadlines are frequently missed.

Comments:

4. Initiative:

The ability to originate new ideas and methods; and to act without being directed to complete assigned job responsibilities.

- 4** Consistently suggests job-related improvements and seeks additional responsibility; carries out assigned responsibilities independently.
- 3** Often suggests job-related improvements and seeks additional responsibility; performs job related tasks with minimum supervision.
- 2** Seldom suggests improved work methods or assumes additional responsibilities; supervision is required to complete job related tasks. .
- 1** Exerts no effort to improve work methods; does not assume additional responsibility and requires constant supervision and redirection to complete tasks.

Comments:

5. Dependability:

The employee's reliability in reporting for work daily and conforming to contracted work hours.

- ☐ **4** Extremely dependable; outstanding attendance record, professional appearance is always demonstrated; promptly begins work at scheduled starting times and displays willingness to work overtime as required.
- ☐ **3** Dependable; professional appearance is demonstrated the majority of the time; rarely absent from work and promptly begins work at scheduled starting times.
- ☐ **2** Less than dependable; professional appearance is inconsistent; attendance is inconsistent
- ☐ **1** Not dependable; professional appearance is a major concern; attendance is poor and/or occasionally reports late for work (including returns from breaks, lunch, etc.)

Comments:

6. Working Relationships:

The manner in which employee interacts with their supervisor(s).

- ☐ **4** Complies with all directions, actively seeks suggestions for improvements and opportunities to cooperate for achievement of district/departmental goals.
- ☐ **3** Consistently complies with directions and expresses openness to suggestions; cooperates actively to achieve district/departmental goals.
- ☐ **2** Usually responds to directions or suggestions and works cooperatively to meet district/departmental goals.
- ☐ **1** Unresponsive or resistant to instructions and suggestions and/or established district or department goals.

Comments:

7. **Service Excellence::**

The manner in which employee performs job duties and interacts with fellow employees, parents and students in the district.

- ☐ 4 Employee demonstrates the Standards of Service Excellence to a high degree and is an exemplar for District 100.
- ☐ 3 Employee demonstrates the Standards of Service Excellence consistently with very little exception.
- ☐ 2 Employee has an understanding of the Standards of Service Excellence but has not been able to demonstrate the standards consistently, and needs some redirection.
- ☐ 1 Employee is often rude and unfriendly; poor interaction with others, requiring frequent redirection and/or intervention.

Comments:

8. **Adaptability:**

The employees' ability to respond appropriately to changes or a new situation.

- ☐ 4 Always able to respond to and function under any change or new situation.
- ☐ 3 Consistently able to respond to and function under any reasonable changes or new situation.
- ☐ 2 Usually able to respond to and function under reasonable changes or new situations.
- ☐ 1 Has difficulty in functioning under or responding to change or new situations.

Comments:

Current Year Goals and Results:

Goal	Results	Incomplete	Met Expectations	Exceeded Expectations
		☐	☐	☐
		☐	☐	☐

Goals for Next School Year: (Create at least one goal.)

1	
2	

Summative Rating

_____ Excellent (5 or more Excellent with the remaining Proficient)

_____ Proficient (No Needs Improvement or Unsatisfactory...all areas must be Proficient or higher)

_____ Needs Improvement (If any area is marked Needs Improvement)

_____ Unsatisfactory (If any area is marked Unsatisfactory)

_____/_____
Employee Signature/Date

_____/_____
Supervisor Signature/Date

Signature indicates a review of the completed evaluation. It does not signify agreement with the contents.

If you wish to respond in writing to the content of this written evaluation, you must submit the response to the immediate supervisor within seven work days of receipt of the evaluation.

1-Copy Employee

1-Copy Personnel File

