

COLLECTIVE BARGAINING AGREEMENT

Between The

**ELMA CLASSIFIED OFFICE PERSONNEL
ASSOCIATION/**

**Washington Education Association/
National Education Association**

And the

ELMA SCHOOL DISTRICT

2023 - 2025

PREAMBLE

Pursuant to the provisions of RCW 41.56, the Public Employees' Collective Bargaining Act (hereinafter the Act), the parties agree to set forth prescribed rights with respect to wages, hours, terms and conditions of employment of the secretarial employees as described in Article I, Section 1.3 of the Elma School District No. 68, this Agreement is made and entered into on this 16th day of September, 2004 by and between the District and the Association.

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ARTICLE I – ADMINISTRATION

Section 1 – Recognition

- 1.1 The District hereby recognizes the Elma Classified Office Personnel Association/Washington Education Association/National Education Association as the exclusive bargaining representative for all classified employees in the bargaining unit described in Section 1.3 excluding any person whose duties as deputy, administrative assistant or secretary necessarily imply a confidential relationship to the executive head or to the Board of Directors pursuant to RCW 41.56.030(2).
- 1.2 The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive bargaining representative of the employees.
- 1.3 The bargaining unit to which this Agreement is applicable is as follows:
Any and all employees including classified substitutes and temporary employees performing work as secretaries except those office employees classified as confidential.
 - 1.3.1 The parties agree that the payroll/personnel secretary, the superintendent's secretary and office clerks are excluded from the bargaining unit.
- 1.4 The term "employee" when used hereinafter in the Agreement shall refer to all classified employees represented by the Elma Classified Office Personnel Association/Washington Education Association/National Education Association.
- 1.5 The terms "ECOPA/WEA/NEA" "ECOPA" or "Association" when used hereinafter in the Agreement shall refer to the Elma Classified Office Personnel Washington Education Association/National Education Association.
- 1.6 Unless the context in which they are used clearly requires otherwise, words in this Agreement denoting gender shall include both the masculine and feminine.
- 1.7 Copies of job descriptions for all positions subject to this Agreement shall be made available to each employee and the Association in the fall of each year.

Section 2 – Status of Agreement

- 2.1 This Agreement shall supersede any rules, policies, resolutions of the District which shall be contrary to or inconsistent with its terms.
- 2.2 This Agreement may be reopened on any item(s) during the term of the contract by mutual consent of the parties.

- 2.3 All negotiated wages, hours, terms and conditions of employment contained in this Agreement will remain in full force and effect until the termination date of this Agreement, except as provided by Section 3 – Conformity to Law.

Section 3 – Conformity to Law

- 3.1 This Agreement shall be governed and construed according to the Constitution and Laws of the state of Washington. If any provision of this Agreement or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect.
- 3.2 In the event a provision(s) is/are found to be contrary to law as stated in 3.1, such provision shall be re-negotiated. Negotiations shall commence within two (2) weeks after receipt of a written decision that such provision(s) is contrary to law.

Section 4 – Distribution of the Agreement

- 4.1 Following ratification and signing of this Agreement, the Association shall prepare a camera-ready copy of the Agreement for District review and mutual editing. After ratification, editing and signing by both parties, the District will place a pdf copy of the agreement on the District's webpage. Employees may print their own copy at their workstation if needed.
- 4.2 There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District, and one (1) by the Association.

Section 5 – Agreement/Interpretation/Negotiation

- 5.1 On a bi-monthly basis or upon request by either party the Association President or his/her designee and the Superintendent or his/her designee shall meet to discuss work-related problems.

ARTICLE II – BUSINESS

Section 1 – Dues, Deductions and Representation Fees

- 1.1 The Association which is the legally recognized exclusive bargaining representative of the employees as described in the "Recognition" clause of this Collective Bargaining Agreement shall have the right to have deducted through voluntary dues deductions from the salary of employees represented by the Association an amount equal to the fees and dues required for membership in the Elma Classified Office Personnel Association, WEA and NEA, provided however, the employees voluntarily and affirmatively consent to such

pay deduction. Payroll deduction shall also be available for members who wish to contribute to WEA-PAC and the NEA Fund for Children and Public Education.

The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing to WEA by the employee. Such written notice will be provided the District. Upon receiving an authorization, the employee will start deductions for new members for the next available payroll period, according to the usual administrative cycle.

- 1.2 The District shall transmit the dues to the treasurer of the Washington Education Association each pay period. Dues may include local dues at the written request of the Association.

Section 2 – Substitute Employee Provisions

- 2.1 The bargaining unit substitute employee hourly rate is hereby set at one dollar and twenty-five cents (\$1.25) below the base hourly rate for the assigned position for the first thirty (30) consecutive days. The hourly rate is the sole provision of this Agreement applicable to bargaining unit substitute employees.

Section 3 – Temporary Employees

- 3.1 A temporary employee is an employee of the bargaining unit who has been assigned to work twenty (20) or more consecutive days in the same assignment and/or who is replacing a regular employee on a paid or unpaid leave of absence scheduled to extend for twenty (20) or more days in length, or replacing a regular employee who has temporarily taken the place of another employee within or outside of the bargaining unit for twenty (20) or more days.
- 3.2 Temporary employees shall be paid at base rate per the secretary's salary schedule for the assigned position beginning with the twenty-first (21st) day of continuous employment.
- 3.3 Temporary employees are covered by the terms and conditions of the Agreement except for the following provisions:

Article II – Business

Section 4

Association Rights

Article III – Personnel

Section 2

Layoff and Recall

Section 4

Employee Evaluation

Section 6

Transfers

Section 7

Training/In-Service

Section 9

Holidays and Vacations

Section 10.1

12 Month Accrual

Section 10.4

Probationary Period

Section 10.6	Substitute Calling Stipends
Section 12	Insurance Pooling and Other Benefits

Article IV – Leaves

Section 1	Sick Leave (only as earned, no accrual)
Section 2	Sick Leave Cash-Out Program
Section 4	Part A: Maternity
Section 5	Part B: Child Care
Section 8	Personal Leave
Section 10	Other Leaves

Article V – General Working Conditions

Section 1	Seniority (includes all sub-sections)
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Section 4 – Association Rights

- 4.1 The Association shall be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials at each work site. Association materials posted will be signed and dated by the Association President.
- 4.2 The Association shall also have the right to use the school mails and school mailboxes to distribute Association material. The Association acknowledges that the District email system does not carry with it any right of privacy and is subject to public requests for information. The Association may not use bulletin board space, school mails and mailboxes, or school copiers or supplies for political purposes.
- 4.3 The Association shall have the right to use school facilities for meetings and school equipment, when such equipment is not otherwise in use. The Association shall follow District procedures for facilities and equipment use. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment.
- 4.4 Association agents shall be permitted to transact official Association business on school property at reasonable times, provided that such business shall not interfere with or interrupt normal work activities. Association representatives who are not on district staff must first report to the building administrator.
- 4.5 The District agrees to make available to the Association financial information that is public information.
- 4.6 The names, addresses, work assignments, and salary information of employees within the Association will be provided annually on approximately October 1st to the President of the Association.
- 4.7 The Association shall promptly be notified by the District of any written disciplinary action against any employee in the bargaining unit. An employee will have the right of Association representation during a formal discipline.

- 4.8 The Superintendent shall provide to the Association President, at least thirty (30) days prior to the Board adoption of the school calendar, a draft of the proposed calendar under consideration. Association input for the school calendar shall be submitted to the Superintendent no less than fifteen (15) days from the date the Superintendent provides such calendar draft.
- 4.9 The District shall make available to the President a copy of the Board meeting agenda at the time it is given to Board members. Further, the District shall make available to the President a copy of the board meeting minutes.
- 5.0 The name(s) of applicants for bargaining unit positions selected for interview(s) will be made available to the Association President.

Section 5 – Management’s Rights

- 5.1 The Board of Director retains all rights of management, except as those rights have been specifically relinquished in this Agreement.

Section 6 – Employee Rights

- 6.1 Neither the Association nor the District shall deny to any party to this agreement any legal right granted under federal, state, county, or local law or regulation.
- 6.2 Neither the Association nor the District will unlawfully discriminate against any employee because of race, creed, religion, color, national origin, age, sex, marital status, or the presence of any physical, mental or sensory handicap unless based on a bona fide occupational qualification.
- 6.3 The District administration shall investigate and take appropriate disciplinary action when an employee complains in writing that she/he has been unlawfully harassed (including sexual harassment). The District administration shall give the employee a written report within ten (10) working days. Each employee shall have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or appropriate officials of the District.

ARTICLE III – PERSONNEL

Section 1 – Just Cause

- 1.1 No employee shall be disciplined without just cause.
- 1.2 Any scheduled meeting between a representative of the District and an Employee at which disciplinary action is to be announced or taken, may be attended by an Association

representative if the employee requests a representative to be present, provided that no scheduled meeting shall be delayed more than twenty-four (24) hours.

- 1.3 Due Process: For the purpose of this section, the term “disciplined” shall mean: (1) verbal warning; (2) warnings which are to be recorded in the personnel file; (3) suspensions; or (4) discharge.
- 1.4 These disciplinary measures will normally be considered progressive except that the district may by-pass any discipline step(s) to address a serious offense.

Section 2 – Layoff and Recall

- 2.1 Seniority for layoff and recall purposes shall be defined as the hire date within the bargaining unit. Accumulation of seniority shall begin on the employee’s first working day. The seniority list is appended to this Agreement.
- 2.2 Seniority shall be pursuant to this Agreement.
- 2.3 In the event of layoff, the District shall provide written notice to each affected employee and to the Association by the end of the student’s school year.
- 2.4 An employee whose position has been eliminated due to reduction in work force or who has been affected by a layoff shall have the right to assume a position for which they are qualified which is held by the least senior bargaining unit employee.
- 2.5 Employees that are laid off shall be placed in the employment pool. Employees to be placed in the pool shall be those with the least bargaining unit seniority. Employees shall not be “bumped” or reduced in seniority ranking by school employees that are not represented by the Association.
- 2.6 A laid off employee shall upon application, and at her/his option, be granted first priority status on the substitute list according to her/his seniority.
- 2.7 Laid off employees shall be recalled in reverse order of layoff to any position for which they are qualified.
- 2.8 Notices of recall shall be sent by certified or registered mail to the 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 employee’s responsibility to keep the District notified as to her/his current mailing address. A recalled employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The District may fill the position on a temporary basis by use of a substitute until the recalled employee can report for work, providing the employee reports within the five (5) day period.

- 2.9 Employees on layoff shall retain their layoff and recall seniority for purpose of recall for a period of two (2) years.
- 2.10 Part-time bargaining unit members shall accrue layoff and recall seniority on a pro rata basis. Temporary and probationary bargaining unit members shall have no layoff and recall seniority until the completion of the probationary period. At the completion of a probationary period, seniority shall revert to the first day of work.
- 2.11 Layoff shall be defined as a necessary reduction in the work force. Any RIF shall be based upon the financial resources and/or program needs of the District.
- 2.12 In the event that the Board anticipates a layoff of employees, the Board will notify employees at least thirty (30) calendar days before such layoff.

Section 3 – Personnel Files

- 3.1 Employees shall, upon request, have the right to inspect all contents of their personnel file kept within the District. An employee may make copies of documents contained in her/his personnel file.
- 3.2 Materials may be removed from the personnel file at the mutual agreement of the affected employee and the Superintendent: provided however, that materials relating to sexual misconduct, child abuse, sexual harassment may not be removed from the file.

Section 4 – Employee Evaluation

- 4.1 Every employee will be evaluated in writing annually on or before May 20. A copy of the Annual Evaluation form is found as Appendix C of this agreement.
- 4.2 The employee will be given a copy of the proposed evaluation at least one (1) day prior to a meeting with her/his supervisor to review the annual evaluation. Only the timelines as set forth within this agreement are grievable.
- 4.3 The District will provide a specific plan of assistance to help implement a remedial plan required in an employee's evaluation.
- 4.4 An employee shall be given a written copy of any evaluation.

Section 5 – Employee Protection

- 5.1 The District shall provide insurance for the protection of employees as required by law.
- 5.2 Employees shall be informed of known contagious diseases at the employee's work site provided that giving such information does not violate privacy laws.

- 5.3 No employee shall be requested or required to dispense or administer medication unless in accordance with the most recently updated Washington State law.
- 5.4 District required employee immunizations shall be paid by the District.
- 5.5 Whenever an employee is absent from employment and unable to perform her/his duties as a result of personal injury sustained in the course of his/her employment, she/he will be paid her/his full salary with pro-rated deduction from sick leave for the period of his/her absence. Pro-ration is determined by the amount of any workmen's compensation award made for disability due to said injury.
- 5.6 Employees required to administer first aid and/or CPR shall be provided applicable training at no cost to the employee.
- 5.7 The District shall reimburse with like kind and quality any employee's equipment that is damaged, destroyed or stolen on District property, provided that such equipment is required by the District in the performance of the employee's job and has been registered with the employee's immediate supervisor.

Section 6 – Transfers

- 6.1 All secretarial job openings within the District will be posted for a minimum of five (5) days at each work site. Such posting will list the relevant minimum requirements for the position. A copy of the job posting will be forwarded to the president of the Association. The District will send a notice of vacancies occurring during the summer months to all employees who request in writing such notice.
- 6.2 Members may apply, in writing, for open positions in the bargaining unit. For the first five (5) workdays from the date of posting an open position, the District will consider only those applicants who are members of the bargaining unit.
- 6.3 Any employee who meets the minimum qualifications for a posted position shall be granted an interview. Upon written request, an employee will be given written reasons for non-selection.

Section 7 – Training/In-Service

- 7.1 Employees attending training courses required by Washington State regulation or District policy as a condition of continued employment or at a specific direction of the District will be paid by the District at the employee's regular hourly rate of pay for all time in attendance, plus any fee or tuition or transportation costs.
- 7.2 Employees attending training courses or seminars requested by the employee and approved by the District will suffer no loss of regular salary if the course requires them to attend during their regular employment time, but no salary payment will be made for any

time an employee would not have regularly worked; however, expenses incurred for transportation and/or training course fees and tuition will be paid by the School District.

7.2.1 Reimbursement for necessary expenses will be in accordance with District policy.

7.3 For each school year employees will be eligible to attend a WAEOP or WSIPC (Skyward) conference. A District vehicle will be available for necessary travel to attend these conferences. The District will additionally reimburse the employee for the cost of registration fee(s), lodging and meals. Costs and reimbursement procedures will be consistent with District policy. Attendance at a conference must be scheduled with the employee's building/program administrator.

7.4 The District shall pay all required fees, certificates, health tests, and in-service needed to maintain job.

7.5 The District shall provide stipends for employees who have been awarded certificates through the National Association of Educational Office Professional's "Certification Program of Education Office Personnel".

7.5.1 Annual stipends for National Association of Educational Office Professional Certificates are as follows:

Basic Certificate	\$250 annually
Associate Professional Certificate*	\$350 annually
Associate Degree Certificate	\$400 annually
Advanced I Certificate**	\$450 annually
Advanced II Certificate***	\$550 annually
Advanced III Certificate	\$700 annually
Bachelor's Degree	\$750 annually
Master's Degree	\$850 annually
Doctoral Degree	\$950 annually

7.5.2 Employees are eligible to receive one (1) stipend annually at level of highest certificate held.

*An employee who has an Associate Professional Certificate or higher and has no fewer than five (5) years of continuous service as a secretary in the Elma School District will have her/his hourly rate of pay increased by 2%. Such increase is in addition to the annual stipend.

**An employee who has an Advanced I Certificate or higher and has no fewer than ten (10) years of continuous service as a secretary in the Elma School District will have her/his hourly rate of pay increased by 4%. Such increase is in addition to the annual stipend but is not in addition to the 2% increase granted for the Associate Professional Certificate.

An increase in pay arising from attaining an Associate Professional Certificate or an Advanced I Certificate will be applied at the beginning of the school year following the completion of the fifth or tenth year as applicable.

***Any secretary with at least 15 years of experience and an Advanced Certificate II or higher should receive an additional two percent (2%) above the level for having 10 years and an Advanced Certificate I. This rate should be a combined 6 percent above the base (4% for Advanced I plus 2% for advanced II).

Section 8 – Hours of Work and Overtime

8.1 Secretary days will be as follows:

<u>High School</u>		<u>Middle School</u>		<u>Elementary School</u>	
Principal's Secretary	195	Principal's Fiscal Secretary	220	Principal's Fiscal Secretary	215
Fiscal Secretary	215	Registrar/Attendance Secretary	200	Registrar/Attendance Secretary	205
Registrar Secretary	215			Receptionist Secretary	215
Attendance Secretary	186				
CTE Fiscal Secretary	205 (7 hr days)				
<u>Special Education</u>		<u>Alternative School</u>			
Special Ed Fiscal Secretary	200	Registrar/Attendance Secretary	184 (4.5 hr days)		
<u>Transportation/Maintenance</u>					
Trans/Maintenance Fiscal Secretary	218				
Receptionist/Dispatch Secretary	200 (7 hr days)				

8.2 The normal work week for all bargaining unit members is Monday through Friday, followed by two (2) days of rest (Saturday and Sunday). Each employee shall be assigned in advance to a definite work week with designated times of beginning and ending for the work day. The employer may change the existing work week and/or work day in case of an emergency without prior notice; otherwise five (5) days written notice to the employee is required.

8.2.1 Employees assigned to work more days than the school year, may work a four (4) day, ten (10) hour per day work week during summer break. Such assignment must be agreed upon by the employee and his/her supervisor.

8.3 Each shift of five (5) or more hours per day shall include a thirty (30) minute unpaid duty-free uninterrupted lunch period where the employee is free to leave the work site. Such lunch period shall be as near the middle of the shift as practicable. Each shift shall also include 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. Employees working less than five (5) hours per day shall receive a fifteen (15) minute rest.

- 8.4 Assigned work in excess of forty (40) hours a week or eight (8) hours a day shall constitute overtime and shall be compensated at the rate of one and one-half (1 ½) times the employee's regular rate of pay.
- 8.4.1 In the assignment of overtime, the District agrees to provide the employee with as much advance notice as practicable. Normally, employees designed to work overtime on days outside their regular workweek will be advised of the possibility prior to the end of the last workday before the overtime commences.
- 8.5 All employees who are called back to work will receive a minimum of two (2) hours pay at the rate of one and one-half (1 ½) times the employee's regular rate.
- 8.6 When school is cancelled, employees in the bargaining unit who report to work will receive a minimum of two (2) hours of pay.
- 8.7 Employees may use sick leave for medical/dental appointments during the workday. The use of sick leave will be arranged through the building principal or his/her designee. Such absence shall be deducted from the employee's sick leave account prorated against the actual time taken for such appointment.
- 8.8 Job descriptions shall be created and/or updated for discussion and review at the January Round Table.
- 8.9 District determined extra work will be offered in writing to qualified employees on the basis of seniority within the building and then District-wide.
- 8.10 Each employee will be eligible for additional hours of work paid at the employee's regular hourly rate of pay. Such additional hours of work will not exceed eight (8) hours per year and must be coordinated with the employee's supervisor. The scheduling of such time will not cause an employee to be compensated for overtime as provided in Section 8 – Hours of Work and Overtime.
- 8.11 Additionally, each employee will be eligible for thirty-two (32) hours of work per year to be scheduled during a forty (40) hour work week and paid at overtime. These hours must be coordinated with the employee's supervisor.

Section 9 – Holidays and Vacations

- 9.1 All employees shall receive the following paid holidays which fall within their scheduled work time. Pay shall be for the regularly scheduled hours of each bargaining unit member. Should the day off fall on a Saturday or Sunday, either Friday or Monday shall replace that day.
- | | |
|---------------------------|----------------------------------|
| a. New Year's Day | g. Christmas Day |
| b. President's Day | h. Day before or after Christmas |
| c. Memorial Day | i. Labor Day |
| d. Veteran's Day | j. Martin Luther King, Jr. Day |
| e. Thanksgiving Day | k. Independence Day |
| f. Day after Thanksgiving | l. Juneteenth Day |
- 9.1.1. Employees who have five (5) or more in-district experience receive an additional holiday at Christmas.

9.2 Unworked Holidays

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked her/his last shift preceding the holiday or the first scheduled shift succeeding the holiday, and is not on unpaid leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if the employee is on sick leave and is unable to work on either such shifts.

9.3 Worked Holidays

Employees who are requested to work on the above described holidays shall receive the pay due them for the holiday, plus one and one-half (1 ½) their base rate for all hours worked on such holidays.

9.4 Holidays During Vacation

Should a holiday occur during the employee's work year but while an employee is on vacation, the employee shall be allowed to take one (1) extra day of vacation with pay in lieu of the holiday as such.

9.4.1 Verification of illness may be requested if sick leave is taken immediately before or after a holiday period.

9.5 Vacations

9.5.1 It is the intent of the parties to maintain vacation benefits.

9.5.2. Vacation days plus holidays shall be added to the number of work days, except for the 260 day employees.

9.5.3. The schedule below will be used to determine annual vacation. Secretaries who work a minimum of 1560 assigned annual hours including paid holidays are eligible for vacation compensation, and will apply this as salary which will be factored in equal installments on their monthly pay.

9.5.4. Secretaries who are assigned to school buildings shall not take vacation on student school days. Five (5) days vacation may be used during the 180 day school year, at the discretion of the building principal, and only if a substitute does not have to be hired.

9.5.5. All vacation compensation will be applied in the fiscal year which it is earned. There will be no carry over of vacation compensation from one (1) fiscal year to another.

9.5.6. Vacation Accrual

Years of Completed Service	Days of Vacation
1 @ 1560 hrs	5 days
2 @ 1560 hrs each	10 days
5 @1560 hrs each	15 days
10 @ 1560 hrs each	20 days

Section 10 – Salary, Salary Payments

- 10.1 All employees shall be paid on a twelve (12) month basis. Employees who are leaving the district shall, upon request, receive all compensation owed at the end of the current or no later than the next pay period.
- 10.2 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 pay warrant.
- 10.3 Salaries for employees subject to this Agreement, during the term of this agreement, are contained in Appendix A attached hereto.
- 10.4 All new employees shall be placed on probation for a period of 90 consecutive work days. See Article V, Section 1.2.
- 10.5 Payroll warrants shall be issued to employees on the last weekday of each month.
- 10.6 ECOPA members shall be compensated at two (2) times their regular hourly rate of pay for calling substitutes. The pay shall be in the form of a stipend and shall be paid in evenly distributed segments with their monthly pay. The additional days so remunerated shall be two and one half (2.5) days for each employee required to utilize the automated sub-calling system in use by the District. The additional days so remunerated shall be five (5) days for each employee not required to use the automated sub-calling system because their department(s) are not utilizing the automated sub-calling system.
- 10.7 All pay owed to an employee who is leaving the District shall, upon request, be paid on the pay day following severance or no later than the next pay day.
- 10.8 The District shall, upon receipt of authorization from an employee, deduct from the employee's salary and make appropriate remittance for District approved medical plans, tax-sheltered annuities, United Way, credit unions or savings bonds.

- 10.9 The District shall provide direct deposit banking services for employees.

Section 11 – Transportation Benefits

- 11.1 When acting in accordance with assigned duties or when requested to travel when using her/his own private vehicle, the employee shall be reimbursed for such travel at the District rate.

Section 12 – Insurance and Other Benefits

- 12.1 The School Employees Benefits Board (SEBB) will be responsible for the administration of the health benefits as it pertains to employees covered under this agreement. The District will comply with State Law regarding the implementation of SEBB.

Employees may access WEA SEBB information at www.washingtonea.org.

- 12.2 The District shall report all hours worked to the Washington Department of Retirement Systems so that eligibility for participation can be determined.
- 12.3 Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. Commencing January 1, 2019, the District shall pay 100% of the required payroll premium to fund this leave. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.

Section 13 – Notification of Employment

- 13.1 The District shall notify any regular employee working less than a twelve (12) month year notice of intent to continue employment for the ensuing school year no later than June 10.

ARTICLE IV – LEAVES

Section 1 – Sick Leave

- 1.1 At the beginning of each work year, each employee shall be credited with an advanced sick leave allowance of twelve (12) days for employees with full pay. Such leave shall

be used for absence caused by illness, injury, poor health, maternity, disability or for an emergency. Sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and the employee's accumulated benefits will be expended on an hourly rather than daily basis.

- 1.2 Each employee's portion of unused sick leave allowance shall accumulate from year to year to a maximum of one hundred eighty (180) days provided; however, employees who work beyond 180 days are allowed to accumulate sick days based on the length of their work year (i.e., 230 days worked enables an employee to accumulate 230 sick days).
- 1.3 The Employer shall furnish each bargaining unit member with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said bargaining unit member.
- 1.4 Sick leave earned and unused in all school districts within the state of Washington shall be credited to the employee's sick leave account upon employment provided that such sick leave must be verified by the employee's prior employer(s).
- 1.5 An employee who is unable to perform her/his duties because of personal illness, maternity or other disability may, upon request, be granted leave of absence with pay at the exhaustion of sick leave.
- 1.6 Emergency Leave: The District shall grant each employee two (2) days paid emergency leave per year. The purpose of the leave must be of a serious and emergency nature and something that must be done during the hours the employee is required to be at his/her place of employment. If time permits, the employee shall file a written request for approval prior to taking the leave. If time does not permit, a written report shall be filed as soon as possible thereafter. Emergency leave shall be deducted from sick leave.
- 1.7 Family Illness: The District shall allow the use of accumulated sick leave to employees in the event of illness within the immediate family of the employee for the care of the family member. Immediate family is described in section 3.1.
- 1.7a Family Illness Working Conditions: In the event of an immediate family member illness, which requires an extended time of care provided by the bargaining unit member outside of the work place, the District and the Association agree that bargaining unit members, with the approval of their direct supervisor, will have the option to provide virtual office hours during the regular work day, excluding the regularly scheduled calendar breaks. During this time, bargaining unit members will be available via email and phone. Any day where members are holding virtual office hours shall count as part of their basic contract year. Remote work shall be consistent with the employee's job description.
- 1.7b In the event of remote work granted for section 1.7a, members will track activities on an electronic time log to ensure all paid work time has been met.

- 1.7c Duration and review of remote work arrangement: Remote work provisions under section 1.7a may remain in place until the end of the current semester or until there is no longer a need or the District determines the duties of the position are not being completed. A semester review with the administrator will ascertain whether all tasks are updated and maintained. The arrangement can be renewed or modified at the semester review.

Section 2 – Sick Leave Cash-Out Program

- 2.1 Employees are eligible for the District Sick Leave Cash-Out Program.

Section 3 – Bereavement Leave

- 3.1 The District shall grant employees up to five (5) days with pay per occurrence for death in the immediate family of the employee as defined below. Additional bereavement may be granted as emergency leave. Immediate family shall mean spouse, state registered domestic partner, parent, child, sibling, grandchild, grandparent, or those of the employee's spouse or state registered domestic partner, a person living in the same household as the employee, any person who is a dependent of the employee, aunt, uncle, niece, nephew, son-in-law, daughter-in-law.

Section 4 Maternity – Part A

- 4.1 Sick Leave for Pregnancy and Childbirth: The District shall grant sick leave for pregnancy, child birth and related temporary disability to employees, up to sixty (60) work days as needed and determined by the employee and verified by the employee's physician.
- 4.2 Notice: Employees requesting maternity leave shall notify the District as early as possible prior to the beginning of the leave and shall indicate the expected date of return at the time the leave is requested. Employees shall advise the District of the exact date of return as soon as that date is known to the employee. Physician's verification may be required.
- 4.3 Job Guarantee: The employee will be provided a job within the employee's job classification upon return from maternity leave.

Section 5 – Child Care Leave – Part B

- 5.1 The District may grant child care leave for up to one (1) year for the purpose of caring for a natural or adopted child or a child of legal custody.

- 5.2 The employee will be provided a position within the employee's job classification upon return from child care leave.

Section 6 – Jury Duty and Subpoena Leave

- 6.1 Leave with pay shall be granted for jury duty. Any compensation received for jury duty performed during a period for which leave of absence has been granted will be deducted from the employee's net salary.
- 6.2 Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a court proceeding; provided, however, if the employee or the Association is a party to the proceeding, the employee shall not be entitled to leave with pay unless the employee is subpoenaed to testify by the District. Any compensation received as a witness fee will be deducted from the employee's net salary. If an employee initiates a law suit that requires an absence from employment, the absence will be without pay.
- 6.3 Any transportation, meal or lodging expense reimbursement shall be retained by the employee.

Section 7 – Military Leave

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

Section 8 – Personal Leave

- 8.1 Each employee shall have two (2) personal leave days with pay per year. The employee may "carry over" one (1) personal leave day into the next school year. The total of accumulated leave days will not exceed three (3). The employee will not be required to state the reason for personal leave. Personal leave will not be granted the day immediately before or after a holiday or vacation. Personal leave shall not be deducted from sick leave.
- 8.2 Unused personal leave days may be converted for payment at the employee's adjusted hourly rate of pay at the end of each contract year upon request of the employee.

Section 9 – Association Leave

- 9.1 Each year of this Agreement, the Association shall have five (5) days of Association Leave. This leave is not accumulative and the cost of substitutes will be borne by the

Association. The Association president will notify the Superintendent no fewer than three (3) work days prior to leave being taken, except for emergency. No employee shall be allowed more than three (3) days of Association Leave in a work year.

Section 10 – Other Leaves

- 10.1 Leaves of absence up to one (1) year without pay may be granted to employees. The employee, upon return from such leave, shall be granted a position within the employee's job classification.
- 10.2 Employees shall be eligible for FMLA benefits as administered by the District.

Section 11 – Leave Sharing

- 11.1 Employees may donate annual leave or sick leave whichever allowable to go to an employee who is suffering from an illness, injury, impairment or physical or mental condition which has caused or is likely to cause the employee to exhaust all of her/his sick leave and require the employee to take leave without pay or terminate his or her employment.
 - 11.1.1 An employee who has an accrued sick leave balance of more than sixty (60) days is allowed to transfer sick leave to another employee.
 - 11.1.2 Employees are allowed to grant up to six (6) days during any twelve month period.
 - 11.1.3 Employees cannot donate sick leave days that would result in her/his sick leave account going below sixty (60) days.
- 11.2 While an employee is on leave transferred under this section, she/he shall be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued annual leave or sick leave.

ARTICLE V – GENERAL WORKING CONDITIONS

Section 1 – Seniority

- 1.1 Definition of Seniority (herein after "hire date"):
 - 1.1.1 Except for probationary employees, the layoff and recall seniority of an employee shall be established as of the date on which the employee began continuous daily employment as a secretary with the Elma School District.

- 1.1.2 Except for probationary employees, employee longevity will be established by cumulative work years starting with the employee's original hire date and including any subsequent hire dates. Work as a substitute or temporary employee will not be considered as cumulative work.
- 1.2 Each new hire shall remain in a probationary status for a period of not more than ninety (90) consecutive workdays following the hire date.
 - 1.2.1 At the completion of the probationary period, such employee shall receive written notice that she/he has attained permanent status or she/he is being terminated from the Elma School District. In the event the employee's evaluation at the end of the ninety (90) work-day period is negative, an additional ninety (90) work-day period may be provided with a specific plan of improvement in place. If the employee meets the conditions of the plan of improvement, she/he may be retained. In the event the new employee does not meet expectations during the probationary period, they may be subject to termination and the position re-posted.
 - 1.2.2 Probationary employees will be subject to all rights and duties contained in this Agreement starting with their hire date except that probationary employees being terminated shall not have the right to appeal such decision through the grievance procedure.
- 1.3 Seniority rights (layoff and recall) of an employee shall be lost for the following reasons:
 - a. resignation
 - b. discharge
- 1.4 Seniority rights (longevity and layoff and recall) shall not be lost for the following reasons, without limitation:
 - a. Time lost by reason of "on the job injury", on the job illness or jury duty leave, or
 - b. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States, or
 - c. Time spent on other authorized leaves.

Section 2 – School Closure

- 2.1 In the event of an unusual school closure due to inclement weather, plan in-operation, or the like, the District shall notify each employee to refrain from coming to work by calling the employee at her/his usual place of residence at least one-half (1/2) hour before commencement of the employee's workday. Employees who fail to be so notified and who report to work shall receive two (2) hours pay at the base rate.
- 2.2 When schools are closed early, employees in the bargaining unit shall be permitted to leave one (1) hour after students are dismissed or at their normal quitting time, whichever comes earlier.

- 2.3 In the event that the district administration decides to delay the opening of school(s), employees shall report thirty (30) minutes before the students arrive.
- 2.4 Employees may replace workday(s) lost to inclement weather with emergency leave, personal leave or may take a salary deduction for such lost day(s).
- 2.5 With regard to sections 2.2 and 2.3: During student/teacher conference weeks, district directed late start and early release days, members must coordinate their arrival and departure times, on a rotating basis, with each other and their administrators ensuring the building offices have coverage during regular business hours and time lost is recouped within their current year working calendar. Time will be documented by a timesheet or by taking leave signed off by an administrator.

Section 3 – Job Sharing

- 3.1 The District may allow two (2) employees to share one (1) position when such job share does not disrupt the District program. Job sharing will not be for more than one (1) year. A temporary employee sharing a job will be terminated at the conclusion of the job share.

ARTICLE VI – GRIEVANCE PROCEDURES

Section 1 – Procedure

Grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the terms and conditions of this Agreement, shall be resolved in strict compliance with this Article.

Section 2 – Grievance Steps

Section 2.1 – Step One. The employee shall first discuss the grievance with their immediate supervisor. If the employee wishes, he/she may be accompanied by an Association representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within thirty (30) calendar days of the occurrence of the grievance shall be invalid and subject to no further processing.

Section 2.2 – Step Two. If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall reduce to writing a statement of the grievance containing the following:

- a. The facts on which the grievance is based;
- b. A reference to the provisions in the Agreement which have been allegedly violated;
and
- c. The remedy sought.

The employee shall submit the written statement of grievance to the immediate supervisor for reconsideration and shall submit a copy to the official in the Administration responsible for personnel. The parties will have five (5) 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 shall sign it.

Section 2.3 – Step Three. If no settlement has been reached within the five (5) days referred to in the preceding subsection, and the employee believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) working days to the District Superintendent or the Superintendent's designee. 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 shall sign it.

Section 2.4 – Step Four (Arbitration). If no settlement has been reached within ten (10) days referred to in the preceding subsection, and the Association believes the grievance to be valid, the Association may, within fifteen (15) working days, demand arbitration of the grievance by notifying the Superintendent in writing. The arbitrator shall be selected by the Association and the District through the American Arbitration Association.

- 2.5.1 The cost of the services of the arbitrator shall be shared equally by the Association and the District. Each party shall bear all costs of producing its own witnesses and the cost of the preparation of a record or transcript of the proceedings unless such record is desired by both parties or required by the arbitrator, in which case the cost shall be shared equally.
- 2.5.2 The arbitrator's findings shall be submitted in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator's decision shall be consistent with existing statutes and shall be binding on all parties; provided, however, that any interpretation of state law shall be subject to review by the Superior Court of Grays Harbor County.
- 2.5.3 The arbitrator's jurisdiction shall be limited to determining whether or not the specific provisions of the Collective Bargaining Agreement cited in the written grievance have been violated, and the arbitrator shall have no authority to add to, subtract from, or amend in any way this collective bargaining agreement. Back pay remedies will be limited to the preceding ninety (90) days.

- 2.5.4 If the arbitration demand is not received by the Superintendent within the fifteen (15) working days referred to in this section, the grievance shall be deemed waived and the arbitrator shall have no jurisdiction to consider a demand for arbitration.

ARTICLE VII – DURATION

Section 1 – Expiration

- 1.1 This Agreement shall be in effect from date of ratification and final signing by the parties, through August 31, 2025 . The parties agree to reopen this Agreement to commence bargaining on a new Agreement within a reasonable time period prior to or after the expiration date as stated above.

For the Employer

Date

For the Association


9/6/2023

Date

APPENDIX A – Secretaries Salary Schedule

Effective September 1, 2023

SECRETARY – LEVEL I

HOURLY WAGE:

2019-2020	\$21.634 + 4% + (state) = \$22.949 + 2% (starting January 2020) = \$23.408
2020-2021	\$23.408 + (state 1.6%) + .4 % = \$23.878
2021-2022	\$23.878 + 2.5% = \$24.475
2022-2023	\$24.475 + 2.0% + I.P.D. 5.5% (District salary allocation from the state) = \$26.338
2023-2024	\$26.338 + .3% + I.P.D. 1.7% (with 2% adjustment from state allocation) = \$26.865
2024-2025	\$26.865 + \$1.05 = \$27.915

Largest percentage of responsibilities includes, but are not limited to, the following:

- General clerical support
- General level skills & knowledge relative to assigned functions, record keeping, office equipment, receptionist duties
- Provide timely and accurate information while maintaining confidentiality
- Maintain records, schedules, files, rosters
- Prepare and communicate information to staff, public and other districts in a professional manner
- Compose documentation and/or reports for communications
- Evaluate situations and act appropriately
- Assist in supervising student workers

Positions in Level I:

Elementary Receptionist Secretary	High School Attendance Secretary
Elementary Registrar/Attendance Secretary	High School Registrar Secretary
Middle School Registrar/Attendance Secretary	High School Principal's Secretary
Transportation Receptionist/Dispatch	EGH High School Attendance Secretary

Beginning in the 2023-2024 school year, those employees who have completed 5 years of service will receive an additional \$.40 cent per hour longevity increase. Additional \$.40 cent per hour increases occur at the completion of 10, 15, 20, and 25 years cumulatively.

SECRETARY – LEVEL II

HOURLY WAGE :

2019-2020	\$22.566 + 4% + (state) = \$23.938 + 2% (starting January 2020) = \$24.417
2020-2021	\$24.417 + (state 1.6%) + .4% = \$24.907
2021-2022	\$24.907 + 2.5% = \$25.530
2022-2023	\$25.530 + 2.0% + I.P.D. 5.5% (District salary allocation from the state) = \$27.473
2023-2024	\$27.473 + .3% + I.P.D. 1.7% (with 2% adjustment from state allocation) = \$28.022
2024-2025	\$28.022 + \$1.05 = \$29.072

As well as the responsibilities above, the largest percentage of responsibilities include, but are not limited to, the following:

- Monitors and manages assigned activities, general and special program components, including but not limited to, budgets, fiscal, grants, legal, personnel and compliance issues, etc.
- Specific knowledge and expertise in assigned areas.
- Oversees workload of department for maximizing efficiency and meeting operational requirements
- Ensures compliance with financial, legal and administrative requirements
- Assists in administration of program and projects as assigned
- Prepares written materials and/or reports for conveying information regarding school or district activities

Positions in Level II:

Elementary Principal Fiscal Secretary	CTE Fiscal Secretary
Middle School Principal Fiscal Secretary	Special Education Fiscal Secretary
High School Fiscal Secretary	Transportation/Maintenance Fiscal Secretary

If there is a significant change to a position or a new position created, the job description will be reviewed for level classification by district representatives and the ECOPA bargaining team.

Cost of living state I.P.D. percentage will be provided if it is funded by the state.

Beginning in the 2023-2024 school year, those employees who have completed 5 years of service will receive an additional \$.40 cent per hour longevity increase. Additional \$.40 cent per hour increases occur at the completion of 10, 15, 20, and 25 years cumulatively.

APPENDIX B – SECRETARIES SENIORITY LIST
Effective September 2023

Ferrier, Cathy	11/22/96
Zwarun, Julie	8/11/98
Nauman, Kayleen	4/8/02
Clark, Lovenia	9/13/05
Stewart, Brenda	1/22/07
Niemi, Aubria	8/28/15
Seaberg, Brooke	5/24/16
Sackrider, Rebecca	4/12/17
Nolan, Kellie	12/11/17
Peek, Heidi	1/3/18
Patton, Angie	6/8/22
Tuttle-Knight, Ariel	9/1/23

APPENDIX C – SECRETARY PERFORMANCE EVALUATION REPORT

Employee Name: _____

Job Title & Location: _____

Date of Review: _____

- ☐ Annual Performance Review (prior to May 20)
☐ 90 Day Probation Review
☐ 180 Day Probation Review
☐ Employee Request

RATING INSTRUCTIONS: (Needs Improvement and/or Unsatisfactory rating requires an explanation in writing with suggestions for improvement.)

CATEGORIES	EXCELLENT	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY
<u>DEPENDABILITY:</u> Demonstrates ability to work independently without close supervision. Is a willing and flexible worker at all times. Demonstrates punctual and regular attendance. Maintains confidentiality of position. Supports school policies and guidelines. Deals effectively with emergencies.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<u>QUALITY OF WORK:</u> Demonstrates accuracy and thoroughness.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>QUANTITY OF WORK:</u> Demonstrates ability to produce the volume of work required of the job. Keeps work up to schedule.	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
<u>PLANNING AND ORGANIZATION:</u> Demonstrates skill in effectively utilizing time. Demonstrates ability to multi-task effectively. Demonstrates ability to prioritize responsibilities. Demonstrates ability to adapt to changing priorities. Demonstrates ability to delegate work to appropriate staff members. Demonstrates ability to analyze situations and refer to higher authority when necessary. Is self motivated. Maintains neat work area. Suggests changes to improve productivity.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<u>TECHNICAL KNOWLEDGE:</u> Demonstrates ability to apply technical knowledge and skills required to perform job. (See Appendix A) Demonstrates ability to operate equipment required of position. Demonstrates knowledge of pertinent rules, regulations, school policies and procedures and/or state and federal guidelines. Takes advantage of continuing education and training opportunities.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<u>COMMUNICATION INTERPERSONAL SKILLS:</u> Demonstrates proper use of spoken and written English. Demonstrates ability to communicate effectively in writing by composing correspondence, documentation, comprehensive reports, etc. Demonstrates ability to effectively communicate orally through presentations, giving directions, etc. Demonstrates proper phone etiquette. Deals courteously and professionally with fellow employees, students, parents, and the public. Demonstrates use of tact and sensitivity to individual situations.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

CATEGORIES	EXCELLENT	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY
Demonstrates ability to listen and receive directions well.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demonstrates appropriate dress and grooming.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

EVALUATOR COMMENTS/EXPLANATIONS/SUGGESTIONS:

SECRETARY COMMENTS/EXPLANATIONS/SUGGESTIONS:

Employee's Signature & Date

Supervisor's Signature and Date

Signature confirms receipt of evaluation form and explanation of ratings. Signature does not necessarily indicate agreement with evaluation. Use additional sheet for comments and/or concerns if necessary. Copy to employee.

