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Classified Employees Group

**Para professionals I & II
Building Secretaries
Bus Drivers
Food Service
Library Staff**

**Bargaining Agreement
2017-2018
2018-2019
2019-2020**

CLASSIFIED EMPLOYEES GROUP

DEFINITION OF GROUP

The Dayton School District hereby recognizes that this classified employees' operations manual is the agreement which establishes rights, responsibilities, and working conditions for all Para-professionals, secretaries, and cooks, bus drivers; excluding all supervisors and district office support staff, which include the business manager and administrative assistant to the superintendent, who bargain independently of this agreement.

Classified Employees Operation Manual

ARTICLE I

CLASSIFIED EMPLOYEE LIAISON COMMITTEE

SECTION 1.1 PURPOSE

This committee, herein referred to as the CELC, shall be responsible for the promotion of good relations between the Dayton School District and its classified employees. This can only be achieved with openness, honesty, and communication between the parties involved. This committee will help maintain a good working relationship with the district and the different classified employee bargaining groups within this district. The committee shall act in an advisory capacity to assist the administration in decisions, which will affect terms and conditions of employment, including salary issues. The CELC shall have the authority to make changes to the handbooks that improve clarity. Changes will not be formally adopted until they are reviewed and approved by the membership of the various bargaining groups. Acceptance will be noted in membership meeting minutes.

SECTION 1.2 COMMITTEE REPRESENTATION

The committee will consist of a representative from the following classified areas: food service, para-professional, secretarial, and a bus driver representative. The Superintendent of Schools or his designee will also be a member. When one classified area has more than 15 individual employees, a second CELC member shall be elected.

SECTION 1.3 SELECTION AND LENGTH OF SERVICE

The CELC representative from each group will be selected by democratic process, by October 15 of each school year. Length of service will be for one year; however, a representative may be chosen an unlimited number of terms.

SECTION 1.4 CELC CHAIRPERSON

The chairperson shall be selected from the CELC membership committee at their regular meeting in November of each year. The chairperson will act in this capacity for one year, but may serve an unlimited number of terms.

SECTION 1.5 CELC CHAIRPERSON RESPONSIBILITY

The chairperson shall serve as a spokesperson for the committee. He/She will act as liaison between the committee and the administration. He/She will facilitate information dissemination to CELC members as well as preside over committee meetings.

SECTION 1.6 MEETING SCHEDULE

The CELC shall meet four times each year (one per academic quarter). Meeting time may be changed when necessary; special meetings may be called when appropriate. An agenda shall be mutually prepared by the parties in advance of all meetings to allow time for study and research if necessary.

Meetings of the CELC will normally be held during the regular workday. When it is necessary to hold the meeting outside of employee's normal workday, they may claim hour(s) on a time sheet at the normal rate of pay.

SECTION 1.7 SCHOOL BOARD REPRESENTATIVE

A member of the CELC will be selected to attend meetings of the school board when necessary. The purpose will be to respond to questions the board may have in regards to policies, procedures, or general concerns. The CELC member will also report information from the board back to the CELC committee.

ARTICLE II

RIGHTS OF THE EMPLOYER

SECTION 2.1 EMPLOYER RIGHTS

It is recognized that the customary and usual rights, powers, function, and authority of management are vested in management officials of the District. Included in these rights, in accordance with and subject to applicable laws, regulations, and the provisions of this agreement, is the right to direct the work force, the

Classified Employees Operation Manual

103 right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge,
104 demote, or take other disciplinary action against employees; and the right to release employees from duties
105 because of lack of work or for other legitimate reasons. The District shall retain the right to maintain
106 efficiency of the District operation by determining the methods, the means, and the personnel by which
107 operations undertaken by the employees in the unit are to be conducted. The right to make reasonable rules
108 and regulations shall be considered an acknowledged function of the District.
109

SECTION 2.2 PROBATIONARY PERIOD

111 All newly employed persons shall serve a six (6) calendar month probationary period. At any time during
112 this period, the employer may terminate the person's employment without recourse, appeal or cause. It is
113 understood that during this probationary period, the employee is being observed and evaluated for
114 continued employment. During probation, the employee will qualify for paid holidays.
115

SECTION 2.3 CONCERNS

117 The district shall be promptly informed by the Classified Employees Group of any concerns of the
118 classified personnel.
119

SECTION 2.4 CONFORMITY TO LAW

121 If any provision of this handbook shall be found contrary to law, such provision shall have effect only to
122 the extent permitted by law, but the remainder of the handbook shall remain in full force and effect for the
123 duration of the agreed time period.
124

SECTION 2.5 DISTRIBUTION OF AGREEMENT

126 There shall be two (2) copies (both paper and electronic) of the final agreement and subsequent MOU's for
127 the purpose of records. One copy shall be retained by the District, and one by the group. A copy will be
128 provided to each member of the Classified Employees Group by the District. The Group shall provide the
129 District with a sign off sheet indicating that all members have received the operations manual. The sign off
130 sheet shall be turned in no later than ten (10) working days after the first day of classes.
131

ARTICLE III RIGHTS OF THE EMPLOYEES

SECTION 3.1 DISCRIMINATION

136 This District will not illegally discriminate against employees on the basis of race, creed, color, sex,
137 religion, or age.
138

SECTION 3.2 EMPLOYEE CONCERNS

140 Each employee is encouraged to bring matters of concern to the attention of his/her supervisor. If he/she is
141 not satisfied at this level, the established chain of command must be followed. If satisfaction is not
142 obtained at these levels, the grievance procedure (Article XVI) shall be followed.
143

SECTION 3.3 PERSONNEL FILES

145 Employees, upon request, will be allowed to inspect all contents of their personnel file. No evaluation,
146 correspondence, or derogatory materials will be kept or placed in the personnel file without the employee's
147 knowledge or opportunity to attach his/her own comments.
148

SECTION 3.4 EMPLOYEE EVALUATIONS

150 The district agrees to follow a policy of progressive discipline.
151

152 Every employee will be evaluated in writing annually on or before May 1, with regular periods of
153 monitoring and observation as needed. Employees will receive a copy of all formal evaluations and
154 observations.
155

156 In the event an employee is given a negative evaluation that may ultimately lead to dismissal, the employee
157 will be given a reasonable amount of time to implement the recommendation(s).
158

Classified Employees Operation Manual

159 The District will provide a specific plan of assistance to help implement the remedial plan.

160

161 Reports: Written evaluation reports shall be presented in post-observation conferences to each employee
162 by his/her immediate supervisor within one day following observation in accordance with the following
163 procedures:

164 a. Such reports shall be addressed to the employee.

165 b. Such reports shall be written in narrative form using the evaluation instrument attached and
166 shall include, when pertinent:

167 1. Strengths of the employee

168 2. Weaknesses of the employee

169 3. Specific suggestions as to measures that the employee might take to
170 improve his/her performance in each of the areas wherein weaknesses have
171 been indicated

172

173 If an employee receives a negative evaluation, the employee will be reevaluated in writing within thirty (30)
174 days of the negative evaluation.

175

176 All monitoring or observations should be conducted openly and with full knowledge of the employee
177 without the use of eavesdropping or mechanical surveillance devices and befitting the professionalism of
178 both parties.

179

180 An employee always has the right to write a rebuttal to his/her evaluation.

181

182 SECTION 3.5 COMPLAINTS

183 Complaints regarding the employee shall be called to the attention of the employee as soon as possible
184 except during any period of investigation.

185

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187

ARTICLE IV HOURS OF WORK

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190 SECTION 4.1 WORK SHIFT

191 The normal work schedule shall consist of five (5) workdays. Each employee will be assigned in advance
192 to a definite shift with designated times of beginning and ending. All the above in Section 4.1 is flexible
193 when agreed upon by the district and the employee. Shift times may be changed by the supervisor
194 unilaterally to meet any emergency needs.

195 The district reserves the right to change an employee's schedule provided the district gives the employee
196 two weeks notice. Employees, other than Para Educator II, involuntarily moved from a higher paying
197 position to a lower paying position shall receive the higher rate of pay until their movement to the next step
198 on the salary schedule.

199 Employees hired as Para Educator II will be hired for a specific assignment. If the assignment changes
200 because the student leaves the district or the supervisor finds the assignment is not appropriate, the
201 employee will return in assignment and pay to their salary and experience stop as a Para educator without
202 the specialized pay increment. At the beginning of each new school year or when special needs arise
203 within the district, the need for employees to serve as a Para Educator II will be evaluated. As the district
204 determines the need to provide service in extraordinary circumstances, para educators will be assigned to
205 fill the role of Para Educator II. The duration of this assignment will last only for the current school year.
206 At the end of the current school year, the employee will return in assignment and pay to their salary and
207 experience step as a Para educator without the specialized pay increment.

208

209 SECTION 4.2 OVERTIME AND COMPENSATION

210 In order to qualify for overtime pay, the district must approve in advance overtime and compensation and
211 in accordance with the Fair Labor Standards Act. Compensated- time must be pre-approved by the
212 supervisor and used by August 31 of the school year it is earned in, and also without negatively impacting
213 the instruction of students.

214

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215 An employee who performs two or more different kinds of work for which different rates are paid will be
216 paid for the overtime hours at 1.5 times the rate for the work being performed during those overtime hours.
217

218

219 SECTION 4.3 REST PERIODS

220 Rest periods will be taken at a time mutually agreed upon by the employee and his/her supervisor or as
221 scheduled in advance by the supervisor so as not to negatively impact the instruction of students.
222 Employees working six hours or more per day shall be entitled to two fifteen minute rest periods as
223 scheduled by the supervisor and one-half hour duty free, unpaid lunch period as part of the working day
224 (cooks will be paid for their lunch period as they work during this period). No employee shall be required
225 to work more than five consecutive hours without a meal break. Employees working from three to six
226 hours per day shall receive a fifteen-minute rest period as part of the paid working day.
227

228 SECTION 4.4 REQUIRED IN-DISTRICT MEETINGS

229 For required in-district meetings, outside of regular working hours, the employees will receive regular
230 wages on a per-hour basis for attendance at such meetings.
231

232

233 ARTICLE V 234 EMPLOYMENT NOTIFICATION

235 SECTION 5.1 DISTRICT RE-EMPLOYMENT

236 The school district shall notify employees of intent to rehire for the next school year at least two (2) weeks
237 prior to the employee's last working day of the current school year.
238

239 SECTION 5.2 DISTRICT RESIGNATIONS

240 An employee who is resigning shall give two (2) weeks written notice. A resigning employee shall be
241 entitled to all accrued benefits, unless proper notice has not been given.
242

243

244 ARTICLE VI 245 VACATIONS AND HOLIDAYS

247 SECTION 6.1 HOLIDAYS –TEN MONTH EMPLOYEES

248 The following shall be recognized as holidays with pay for all ten (10) month employees:
249

- | | | |
|-----|---------------------|---------------------------|
| 250 | 1. New Year's Day | 5. President's Day |
| 251 | 2. Thanksgiving Day | 6. Memorial Day |
| 252 | 3. Christmas Day | 7. Labor Day |
| 253 | 4. Veteran's Day | 8. Martin Luther King Day |

254

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259 SECTION 6.2 HOLIDAYS – NINE MONTH EMPLOYEES

260 The following shall be recognized as holidays with pay for all nine (9) month employees:
261

- | | | |
|-----|---------------------|---------------------------|
| 262 | 1. New Year's Day | 5. President's Day |
| 263 | 2. Thanksgiving Day | 6. Memorial Day |
| 264 | 3. Christmas Day | 7. Labor Day |
| 265 | 4. Veteran's Day | 8. Martin Luther King Day |

266

267 SECTION 6.3 HOLIDAY PAY

268 All part time employee paid holidays are based upon the average workday for that employee. If a holiday
269 falls on a weekend, another day shall be named in lieu thereof, and allowed as such, or added to vacation.
270

271

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271 SECTION 6.4 DISTRICT IN-SERVICE DAY

272 All classified staff will report to work on the District Wide in-service day normally scheduled for the work
273 day immediately prior to the first day of school for students. Staff will work their normal hours on that day.
274

275 SECTION 6.5 EARLY RELEASE, LATE START, HALF-DAYS AND CONFERENCE DAYS

276 Employees will work normal number of hours on each of the 180 student days. These dates will be defined
277 by the District each year. Employees are expected to use this time for tasks associated with their position
278 and/or assigned by their supervisor.
279

280 Employees may, with mutual agreement of employee, supervisor(s), and building principal, work normal
281 hours before the school year begins in exchange for two days which have been scheduled for parent/teacher
282 conferences. The change must be noted on the employee's monthly time sheet.
283

284 ARTICLE VII

285 LEAVES

286

287 SECTION 7.1 SICK LEAVE

288 Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided,
289 however, that no (nine (9) month or more) employees shall accumulate less than ten (10) days of sick leave
290 per school year. An employee who works eleven (11) working days in any calendar month will be given
291 credit for the full calendar month. Sick leave shall be vested when earned and may be accumulated from
292 year to year up to a maximum of the number of contract days in one year for leave purposes as provided in
293 RCW 28A.400.300. The district shall project the number of annual days of sick leave at the beginning of
294 the school year according to the estimated calendar months the employee is to work during the school year.
295 The employee shall be entitled to the projected number of days of sick leave at the beginning of the school
296 year.
297

298 SECTION 7.2 LEAVE FOR BEREAVEMENT

299 Seven (7) days per occurrence shall be granted with pay when there is a death in the immediate family
300 (defined below). Cases involving individuals other than those listed as immediate family members shall be
301 considered upon written presentation of sufficient evidence for justification to the superintendent. Such
302 cases would be for up to five (5) days and if granted would be taken from the employee's sick leave.
303 A period of time greater than seven (7) days for immediate family may be granted, in the event of
304 circumstances beyond the control of the employee, upon written request to the superintendent. These days
305 would be taken from the employee's sick leave.
306

307 **Immediate family** defined as; employee's spouse or partner and employee or spouse/partner's mother,
308 father, son, daughter, sister, brother, grandparents, or grandchildren.
309

310 SECTION 7.3 SERIOUS ILLNESS

311 A physician's statement may be required before sick leave days will be allowed after five (5) continuous
312 days of absence for a claimed illness. After sick leave is used, a regular day's pay shall be deducted for
313 each day of absence. Sick leave cannot be borrowed on future leave.
314

315 SECTION 7.4 EMERGENCIES AND FAMILY ILLNESS LEAVE

316 Such leave may be granted with pay in cases of personal emergency. Approval of such leave will be
317 restricted to matters of a personal emergency nature that cannot be done outside school hours; accidents in
318 the immediate family requiring the family to remain together, weather conditions, one (1) day maximum,
319 depending upon circumstances. The term "immediate family" shall be defined as spouse, children, father,
320 mother, brother, sister, grandparents, grandchildren of either husband or wife.
321

322 Paid emergency leave may be granted for two (2) days upon request to the supervisor; up to five (5) days
323 may be granted upon request to the superintendent. A period of time greater than five (5) days may be
324 granted upon request to the Board of Directors. Requests for emergency leave will be made in writing as
325 soon as possible. Emergency leave shall be deducted from sick leave.
326

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327 SECTION 7.5 PERSONAL LEAVE

328 Members of the bargaining unit shall be granted two (2) days of paid personal leave per year, provided that
329 a substitute is available. Employees with 10 or more years of service shall be granted (3) days of paid
330 personal leave per year, provided that a substitute is available. Whenever possible, notification of the leave
331 shall be submitted to the employee's principal at least three (3) days prior to the date the leave is to be
332 taken.

333 This provision may be utilized to extend regular school holidays if requested and approved 10 days prior to
334 the leave. Unused personal leave may accumulate from year to year to a maximum of five (5) days.

335
336 Unpaid personal leave days can be reimbursed at per diem. The maximum reimbursement will be two days.
337 A reimbursement claim form must be completed before the reimbursement can be made.
338

339

340 SECTION 7.6 MATERNITY/PATERNITY LEAVE

341 Family Leave will be granted in accordance with the Federal Family Leave Act.

342

343 SECTION 7.7 LEAVE OF ABSENCE

344 The Board, for the purpose of study, travel, recuperation, or child rearing may grant leave of absence of up
345 to one (1) year without pay. No leave shall be denied without justifiable reasons. A leave of absence for
346 one (1) year entitles the employee to a normal salary increment. Notification must be given by March 15,
347 of the intent to return the following year or position will be posted and filled.

348

349 SECTION 7.75 JURY DUTY

350 The Board and Administration of Dayton School District No. 2 does not discourage employees from
351 participating in jury duty. If an employee is called for jury duty, full payment will be made by the District
352 for the hours normally employed.

353

354 SECTION 7.8 CONVERSION OF ACCUMULATED SICK LEAVE

355 If the CELC and the District elect to adopt the VEBA III Sick Leave Conversion Medical Reimbursement
356 Plan pursuant to RCW 28A.400.210, then the VEBA III agreement adopted for the current year will
357 determine how accumulated sick leave and personal leave will be converted.

358

359 If the CELC or the District elects not to adopt the VEBA III plan, then conversion of accumulated sick
360 leave will take place in the following manner:

361

362

363 A. Eligible Employees: In order to be eligible to convert excess sick leave days to monetary
364 compensation, an employee:

365

- 366 1. Shall have accumulated in excess of sixty (60) full days of unused sick leave at a rate
367 of accumulation no greater than one full day per month (a maximum of twelve days
368 per year) as of the end of the previous calendar year and
 - 369 a. Shall provide written notice to his/her employer during the month of
370 January of his/her intent to convert excess sick leave days to monetary
371 compensation.
 - 372 b. Excess Sick Leave: The number of sick leave days which an eligible
373 employee may convert shall be determined by:
- 374 2. Taking the number of sick leave days in excess of sixty (60) full days that were
375 accumulated by the employee during the previous calendar year at a rate of
376 accumulation no greater than one full day per month of employment as provided by
377 the leave policies of the district of employment (a maximum of twelve days per year)
378 and
- 379 3. Subtracting there from the number of sick leave days used by the employee during
380 the previous calendar year. The remainder, if positive, shall constitute the number of
381 sick leave days, which may be converted to monetary compensation.

382

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383 B. Rate of Conversion: Sick leave days that are eligible for conversion shall be converted to
384 monetary compensation at the rate of twenty-five (25%) percent of an employee's current,
385 full-time daily rate of compensation for each full day of eligible sick leave. Partial days of
386 eligible sick leave shall be converted on a pro rate basis.
387

388 All sick leave days converted pursuant to this section shall be deducted from an employee's accumulated
389 sick leave balance.
390

391 Compensation received pursuant to this section shall not be included for the purpose of computing a
392 retirement allowance under any public retirement system in this state.

393 SECTION 7.9 CONVERSION OF SICK LEAVE UPON RETIREMENT/DEATH

394 If the CELC and the District elect to adopt the VEBA III Sick Leave Conversion Medical Reimbursement
395 Plan pursuant to RCW 28A.400.210, then the VEBA III agreement adopted for the current year will
396 determine how accumulated sick leave will be converted.
397

398 If the CELC or the District elects not to adopt the VEBA III plan, then conversion of accumulated sick
399 leave will take place in the following manner:
400

- 401 1. Eligible employees: Each eligible employee who is employed by a school district or educational
402 service district as of June 12, 1980, or thereafter and who subsequently terminates employment
403 due to either retirement or death may personally, or through his or her estate in the event of death,
404 select to convert all eligible, accumulated, unused sick leave days to monetary compensation as
405 provided in this section. In order to receive reimbursement for unused sick leave, pursuant to this
406 chapter, at the time of separation from a school or educational service district employment due to
407 retirement, an employee must have separated from such employment and have been granted a
408 retirement allowance under the laws governing the teachers' retirement system or the public
409 employees' retirement system, whichever applies; however, it is not necessary that the employee
410 actually file for retirement prior to the date of his or her separation so long as the application is
411 thereafter filed within a reasonable period of time and without the occurrence of any intervening
412 covered employment: PROVIDED, That the maximum number of days that may be converted
413 pursuant to this section for a school district employee shall be one hundred eighty days.
414
- 415 2. Eligible sick leave days: All unused sick leave days that have been accumulated by an eligible
416 employee at a rate of accumulation no greater than one full day per month of employment as
417 provided by the leave policies of the district(s) of employment (a maximum of twelve days per
418 year), less sick leave days previously converted pursuant to WAC 392-136-015 and those credited
419 as service rendered for retirement purposes, may be converted to monetary compensation upon the
420 employee's termination of employment due to retirement or death.
421
- 422 3. Rate of conversion: Sick leave days that are eligible for conversion shall be converted to
423 monetary compensation at the rate of twenty-five percent of an employee's full-time daily rate of
424 compensation at the time of termination of employment for each full day of eligible sick leave.
425 Partial days of eligible sick leave shall be converted on a pro rata basis.
426
- 427 4. Deduction of converted days: All sick leave days converted pursuant to this section shall be
428 deducted from an employee's accumulated sick leave balance.
429
- 430 5. Exclusion from retirement allowance: Compensation received pursuant to this section shall not be
431 included for the purpose of computing a retirement allowance under any public retirement system
432 in this state.
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ARTICLE VIII
BENEFITS

SECTION 8.1 INSURANCE

The district will contribute the state allocated amount for medical coverage for each FTE covered by this bargaining agreement (based on 1440 hours per year). The District will contribute an additional \$45.00 per FTE toward the cost of insurance and the Health Care Authority (HCA) and beginning in September 2016 will contribute 100% of the HCA fee up to a maximum of \$70. Employees with a work year of less than 1440 hours shall receive a pro-rata amount.

An out of pocket insurance fee of one dollar (\$1) per month will be assessed to any employee having no out of pocket expenses after all allocation and pooling monies are applied. This does not apply to employees who waive any insurance benefit.

SECTION 8.2 DISTRIBUTION

First deduction from the employer’s contribution shall be for any of the insurance plans requiring one hundred percent participation of eligible employees. Employees of the District who are husband and wife may elect to combine the district contribution of any of the above insurance programs. Insurance premiums will be pooled in accordance with the law.

ARTICLE IX
RETIREMENT

The District shall comply with reporting requirements of the Washington State Public Employees’ Retirement System with respect to hours worked by employee members.

ARTICLE X
DISCHARGE OF EMPLOYERS

SECTION 10.1 JUSTIFIABLE CAUSE

The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure. Probationary employees are subject to discharge without cause as per Section 2.2.

ARTICLE XI
SENIORITY

SECTION 11.1 SENIORITY ESTABLISHED

The seniority of an employee shall be established as of the first day on the job in the Dayton School District, unless such seniority shall be lost as hereinafter provided.

Any classified staff member who is promoted from within his or her classification to a supervisory position shall be placed on the seniority schedule at half of the number of years he or she held in his or her former position. For example, a cook with 10 years experience, on step four, who is promoted to food service supervisor, will be credited with five years experience and placed on step two as food service supervisor. When an employee is hired from another Washington State school district, Educational Service District (ESD), or rehired by the Dayton School District, the employee shall retain the seniority held at the time of separation. The classified employee will be entitled to the same benefits as a person in the Dayton School District who had a similar position.

A classified employee who is hired as a full time, (2080 hours) long-term substitute, shall receive credit for that experience if that same position becomes ongoing employment.

Status on the salary scale will be determined in September. A classified employee, on contract, who has worked more than 90 continuous days in a specified position (regardless of hours), shall be credited with

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494 one full year of experience, in that position at the end of the year. A classified employee, who has worked
495 less than 90 days, shall begin his/her year of experience the following year.

496 SECTION 11.2 EMPLOYEE TRANSFERS

498 In the event of an opening within the classified staff, anyone currently employed with proper district job
499 description qualifications may bid for the position. If two or more employees have equal qualifications
500 including previous job performance, the employee with the most years of employment within the District
501 will have first consideration.

502
503 Employees transferring to, or accepting a new position (as defined in the classified salary schedule), may
504 request prior experience in the District to be considered when determining appropriate placement on the
505 salary schedule. The request must be made in writing and submitted to the Superintendent at the time the
506 position is offered or accepted.

507
508 Employees with over 5 years of service who suffer a reduction in force will be given priority for hire in any
509 open position in any job classification, provided qualifications and performance responsibilities listed in the
510 handbook can be met.

511 SECTION 11.3 ADVERTISING OPEN POSITIONS

512 The District shall publicize the availability of all new or open positions for five (5) working days among
513 current classified staff for internal transfer first; after the District is appraised of the opening. This will be
514 done through notification in faculty rooms or employee boxes and/or electronic mail. The District may
515 publicize the availability of all new or open positions to the general public only after classified staff has
516 been properly notified. When an employee working for the District (new or old) bids on and is hired for a
517 position, he/she will serve a forty-five (45) school day probationary period of time for evaluation purposes.
518 Substitutes are not internal employees.

520 SECTION 11.4 LAY-OFFS

521 When a lay-off is necessary in certain job classification, the following factors will be considered: job
522 performance, training, and supervisor's recommendation. Seniority will be the determining factor, when all
523 factors are equal.

524 SECTION 11.5 RE-EMPLOYMENT POOL

525
526 In the event of lay-off, employees so affected are to be placed on a re-employment list maintained by the
527 District according to lay-off ranking based on date of lay-off. Such employees are to have priority in filling
528 an opening in the classification they held when laid off. Names shall remain on the list for six months.

529 SECTION 11.6 LAY-OFF BENEFITS

530 Employees in the re-employment pool shall be able to continue current health and family life insurance
531 benefit programs by reimbursing the premium costs to the District. All benefits to which an employee was
532 entitled at the time of his/her lay-off, including unused accumulated sick leave shall be restored to the
533 employee upon his/her return to active employment and the employee shall be placed on the proper step of
534 the salary schedule for the employee's current position according to the employee's experience.

535 536 537 538 ARTICLE XII 539 TRAVEL

540 SECTION 12.1 USE OF PERSONAL VEHICLE

541 When acting in accordance with assigned duties for the District, the employee will be reimbursed at the
542 board-approved rate per mile for use of the employee's vehicle.

543 SECTION 12.2 MEALS AND LODGING

544 Prior approval by the Superintendent/designee is necessary for travel outside of the District. While on
545 district business, reasonable expenses for meals and lodging will be reimbursed upon receipt of the required
546 documentation. There is no meal reimbursement unless the employee must spend the night.

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ARTICLE XIII

SALARIES

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SECTION 13.1 SALARY SCHEDULE

Wages for employees subject to this agreement during the term of the Agreement are contained in Appendix "A" attached hereto and by this reference incorporated herein.

Classified staff salaries and benefits shall be increased annually by the same percentage of increase as provided by the state

Nine-month employees will work one hundred eighty-one (181) days including one hundred eighty school days and the day before classes begin. In addition employees will receive salary for holidays designated in 6.3.

SECTION 13.2 PAY DATE

Checks shall be issued on the last District working day of each month. All compensation owed to an employee who is leaving the District shall be paid upon the next regular pay period.

SECTION 13.3 NEW EMPLOYEE SALARY RECOMMENDATIONS

The monetary value of all new positions for which no existing classification applies will be presented to the CELC for recommendations. The final decision will be the superintendent's responsibility.

SECTION 13.4 EXTRA DUTY PAY

An employee filling in for a supervisor for an extended period of time shall be paid according to his/her placement on the salary schedule for that position after five workdays. During the term of this contract, classified employees may be requested to perform "extra-duty" activities, supervisory responsibilities, student achievement activities, or curriculum work. If such activities take place outside of the normal school day or school year and are not compensated, it is requested that staff obtain pre-approval from their principal/supervisor and log these hours on a time sheet up to a "regular day" (for said employee). Upon completion of a day's work, a time sheet will be turned in to the principal for approval. Compensation will be paid at said employee's regular hourly rate.

SECTION 13.5 CLOCK HOURS/CREDIT HOURS

Clock hours completed at in-district and out of district in-service sessions (including first aid classes) for two quarter hours, ten quarter hours and 30 quarter hours will be eligible for additional cents per hour as shown on the salary schedule, for clock hours completed since 9-01-91.

College credit will be eligible for two-quarter hours and ten-quarter hours and 30-quarter hours as shown on the salary schedule. An official college transcript must be submitted to the superintendent's office by September 30, in order for salary adjustment to be made for the current year.

Credits/Clock hour (15 quarters hours) obtained after 9/2001 that is job related will also receive additional compensation.

An annual \$1,000.00 tuition pool is available for credits earned after 9/2001 that are job related. Employees will apply to the pool and a prorated amount is determined based on the amount of the total applications. Maximum reimbursement will not exceed 50% of said tuition.

ARTICLE XIV MISCELLANEOUS

SECTION 14.1 ACCIDENT REPORTING

Classified Employees of Dayton School District must report ALL accidents involving students, certificated and classified staff to their immediate supervisor as soon as possible after the accident has occurred.

Classified Employees Operation Manual

606 SECTION 14.2 CONFIDENTIALITY

607 Employees are reminded that the confidentiality for students, staff and programs must be kept at all times.

608

609 SECTION 14.3 DRUG AND ALCOHOL TESTING

610 The parties agree to abide by all laws relating to drug and alcohol testing in connection with CDL license
611 regulations. Testing will be conducted by the ESD consortium or another outside contractor. The District
612 will reimburse for testing expense.

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ARTICLE XV GRIEVANCE PROCEDURE

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1. DEFINITIONS

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A. A "Grievant" shall mean an employee or group of employees filing a grievance.

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B. A "Grievance" shall mean a claim by a grievant that a dispute or disagreement of the
623 terms of this agreement has occurred.

624

C. A "Party in Interest" is the person or persons making the claim and any person who might
625 be required to take action or against whom action might be taken in order to resolve the
626 claim.

627

D. "Days" shall mean employees' working days, except as otherwise indicated. If the
628 stipulated time limits are not met, the grievant shall have the right to appeal the grievance
629 to the next level of procedure.

630

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2. RIGHTS TO REPRESENTATION

632

A. The Board of Directors of Dayton School District Number 2 shall recognize grievance
633 representatives upon their identification.

634

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3. INDIVIDUAL RIGHTS

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A. Nothing contained herein shall be construed as limiting the right of any employee having
637 a complaint to discuss the matter via administrative channels and to have the problem
638 adjusted.

639

B. A grievant may be represented at all stages of the grievance procedure by him/herself, at
640 his/her option, by another representative.

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4. PROCEDURE

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STEP I:

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The parties in interest acknowledge that they will have an informal discussion with his/her
647 immediately involved supervisor to resolve problems through free and informal
648 communications.

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STEP II:

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Within twenty (20) working days of the act, the grievant may present the grievance in writing
652 to the immediately involved supervisor, who will arrange for a meeting to take place within
653 five (5) working days after the meeting. Such answer shall include the reasons upon which
654 the decision was based.

655

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STEP III:

657

If the grievant is not satisfied with the disposition of his/her grievance at Step II, or if no
658 decision has been rendered within five (5) working days after presentation of the grievance,
659 then the grievance may be referred to the District Superintendent or his/her official designee.
660 The superintendent shall arrange for a hearing with the grievant and/or other employee
661 representative selected by the employees to take place within five (5) working days of his/her

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Classified Employees Operation Manual

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receipt of the appeal. The parties in interest shall have the right to include in the representation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the superintendent will have five (5) working days to provide his/her written decision, together with the reasons for the decisions to the employee.

STEP IV:

In the event that the decision of the superintendent is not acceptable to the grievant, the grievant may appeal to the Board of Directors of Dayton School District No. 2, by filing a written notice of appeal with the Secretary of the Board of Directors on or before the fifth (5) working day following the date upon which the complainant received the superintendent's response. The Board of Directors shall schedule a hearing on the alleged grievance to commence on or before the twenty-fifth (25) working day following the filing of the written notice of appeal. At the hearing, both parties shall be allowed to present such witnesses and testimony, as they deem relevant and material.

The Board of Directors shall render a written decision on or before the fifth (5) working day following the termination of the hearing and shall provide a copy to the grievant. The decision of the Board of Directors shall be final and binding upon the parties.

ARTICLE XVI
DURATION AND SIGNATORY PROVISION

This agreement shall be in effect beginning September 1, 2017.

The parties agree each spring they will examine salaries and benefits and may each negotiate two unspecific subjects. The entire contract will be open to negotiations every third year beginning with the spring of 2008. The subsequent years to negotiate the entire contract will be 2017, 2020, and 2023.

In witness hereof, the parties hereunto set their hands and seal this 5th day of September.

For The Board

For the CELC

Douglas [Signature]

DeButh [Signature]

Shannon D. Turner [Signature]

Ashley Kith [Signature]

Debbie Massey [Signature]

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Classified Employee Group Salary Schedule 2018-2019

	Step One 1-2 years	Step Two 3-4 years	Step Three 5-7 years	Step Four 8-10 years	Step Five 11-13	Step Six 14-17	Step seven 18+
Bus Driver	\$16.34	\$17.16	\$18.01	\$18.92	\$19.86	\$20.36	\$20.87
Extra trip Drive Hourly Rate	\$19.94						
Bus Trip Standby Hourly Rat	\$12.44						
Food Service Assistant	\$13.17	\$13.83	\$14.52	\$15.25	\$16.01	\$16.41	\$16.82
Food Service Coordinator	\$15.67	\$16.45	\$17.28	\$18.14	\$19.05	\$19.52	\$20.01
Library Tech/Librarian	\$13.53	\$14.21	\$14.92	\$15.66	\$16.45	\$16.86	\$17.28
Para Pro I	\$13.21	\$13.87	\$14.56	\$15.29	\$16.06	\$16.46	\$16.87
Para Pro II (works in Sp Ed)	\$13.81	\$14.50	\$15.23	\$15.99	\$16.79	\$17.21	\$17.64
Secretary	\$15.34	\$16.11	\$16.91	\$17.76	\$18.65	\$19.11	\$19.59

Education Increments	Per hour rate
2 qtr hours (20 clock hours)	\$0.05
10 qtr hours (100 clock hours)	\$0.10
25 qtr hours (250 clock hours)	\$0.15
45 qtr hours (450 clock hours)	\$0.20
90 qtr hours (900 clock hours)	\$0.25
Associates Degree (AA)	\$0.35
Bachelors Degree (BA or BS)	\$0.50

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Classified Employees Operation Manual

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JOB DESCRIPTION

TITLE: PARAPROFESSIONAL I & II

QUALIFICATIONS: Completed at least two years of study at an institution of higher education or obtain an associate degree or higher

REPORTS TO: Teacher, Appropriate Supervisor

JOB GOAL: To assist the teacher with implementation of remedial assistance programs, migrant, Title I, and special education programs.

PERFORMANCE RESPONSIBILITIES:

1. The Paraprofessional will assist with the development of the needs assessment and program planning.
2. Works with small groups of students in mathematics, reading, or language arts; sometimes under the supervision of the classroom teacher and other times independent of the teacher.
3. Co-ordination of time schedule and ability to adjust to changing situations daily.
4. Assist regular classroom teacher in establishing individual remedial programs.
5. Attend appropriate workshops and attend meeting with parents when necessary.
6. Perform other duties as required by the superintendent supervisor and/or teacher.
7. Assist with preparation of lessons.
8. Assist with correction of lessons and recording grades.
9. Be able to use and implement lesson plans in the classroom.
10. Assist teacher in evaluating student progress.
11. Be able to correctly administer and score tests.
12. Help maintain orderly appearance of classroom.
13. Perform playground and other supervision as assigned.
14. Operate appropriate office machines and other technology equipment.
15. Playground Responsibilities as follows:
 - Supervise students in designated areas
 - Enforce rules
 - Be responsible for playground equipment
 - Notify another supervisor if need to leave area
 - Assist students in the development of social behavior and physical skills
 - Set a good example
 - Promote safety of all students
 - Respect each child's individuality
 - Acknowledge positive actions
 - Perform other duties as assigned by supervisor

*Para-pro - A position with specialized teaching assistant responsibilities. This includes bilingual skills, occupational skills, signing skills, and major responsibility for medically fragile students.

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Classified Employees Operation Manual

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DAYTON SCHOOL DISTRICT NO. 2
EVALUATION
PARAPROFESSIONAL I and II

Name _____
Assignment _____
Date _____

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PERSONAL ATTRIBUTES

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U- unsatisfactory NI- needs improvement S- satisfactory
E – exceeds expectations O- outstanding

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- _____ Dependable
- _____ Punctual
- _____ Regular Attendance
- _____ Cooperative Attitude
- _____ Professional attitude working with staff, parents, and students
- _____ Exhibits good judgment and common sense
- _____ Shows and interest in work
- _____ Shows a willingness to accept work
- _____ Is open to change or shows willingness to be flexible
- _____ Shows concern for safety of others

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800 COMMENTS:

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PERFORMANCE

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- _____ Demonstrates initiative in performance of duties
- _____ Work is of high quality
- _____ Materials prepared on time
- _____ Demonstrates time management skills
- _____ Maintains records
- _____ Maintains confidentiality

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Classified Employees Operation Manual

815 COMMENTS:

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821 RELATIONSHIPS WITH STUDENTS

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- 823 _____ Develops rapport with students
- 824 _____ Provides opportunity for student success
- 825 _____ Is supportive of student interest

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827 COMMENTS:

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834 RELATIONSHIP WITH SCHOOL STAFF

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- 836 _____ Follows supervisor's instruction
- 837 _____ Willingness to accept work
- 838 _____ Understands area of responsibility
- 839 _____ Works independently
- 840 _____ Supportive of curriculum and/or activities

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842 COMMENTS:

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OVERALL PERFORMANCE

Classified Employees Operation Manual

JOB DESCRIPTION

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TITLE: LIBRARY ASSISTANT PARAPROFESSIONAL AID

QUALIFICATIONS: Completed at least two years of study at an institution of higher education or obtain an associate degree or higher

REPORTS TO: Librarian, Building Principal

JOB GOAL: Assist librarian in the performance of his/her duties

PERFORMANCE RESPONSIBILITIES:

1. Supervision of students.
2. Supervise the check in and out of library materials.
3. Supervise the check in and out of audio-visual materials from ESD.
4. Library book repairs.
5. Inventory.
6. Assist the students in carrying out the classroom teacher's library assignment.
7. Library skills instruction for K-12.
8. Cataloguing, filing, and shelving as necessary.
9. Maintain orderly appearance of library area.
10. Perform other such duties as assigned by the building principal or librarian.

Classified Employees Operation Manual

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DAYTON SCHOOL DISTRICT NO. 2
EVALUATION
LIBRARY

Name _____
Assignment _____
Date _____

PERSONAL ATTRIBUTES

U- unsatisfactory NI- needs improvement S- satisfactory
E – exceeds expectations O- outstanding

- _____ Dependable
- _____ Punctual
- _____ Regular Attendance
- _____ Cooperative Attitude
- _____ Professional attitude working with staff, parents, and students
- _____ Exhibits good judgment and common sense
- _____ Shows and interest in work
- _____ Shows a willingness to accept work
- _____ Is open to change or shows willingness to be flexible
- _____ Shows concern for safety of others

PERFORMANCE

- _____ Demonstrates initiative in performance of duties
- _____ Work is of high quality
- _____ Materials prepared on time
- _____ Demonstrates time management skills
- _____ Maintains records
- _____ Maintains confidentiality

COMMENTS:

Classified Employees Operation Manual

1006 RELATIONSHIPS WITH STUDENTS

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1008 _____ Develops rapport with students

1009 _____ Provides opportunity for student success

1010 _____ Is supportive of student interest

1011

1012 COMMENTS:

1013 _____

1014 _____

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1019 RELATIONSHIP WITH SCHOOL STAFF

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1021 _____ Follows supervisor's instruction

1022 _____ Willingness to accept work

1023 _____ Understands area of responsibility

1024 _____ Works independently

1025 _____ Supportive of curriculum and/or activities

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1027 COMMENTS:

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1033 OVERALL PERFORMANCE

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1035 _____ **U**- unsatisfactory

1036 _____ **NI**- needs improvement

1037 _____ **S**- satisfactory

1038 _____ **E** – exceeds expectations

1039 _____ **O**- outstanding

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1041 COMMENTS:

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Classified Employees Operation Manual

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What in-service would be helpful?

I have read this evaluation and have discussed it with my evaluator. My signature signifies that I have received and read this evaluation and does not necessarily imply that I agree with its contents.

Employee's Signature

Supervisor's Signature

Date:_____

Date:_____

Classified Employees Operation Manual

JOB DESCRIPTION

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TITLE: COOK

- QUALIFICATIONS:
1. Must have the ability to get along with student, staff, and public.
 2. Must possess a high school diploma or equivalency and a State of Washington Department of Health Food Handler's certificate.
 1. Must have considerable experience as a food service assistant with additional training for the responsibilities of the position of cook.
 2. Must be willing to actively seek additional professional growth opportunities.
 3. Must be able to perform duties requiring moderate to heavy physical exertion.

REPORTS TO: Food Service Supervisor

JOB GOAL: Perform quantity cooking according to prepared menus and standardized recipes under the general supervision of the Food Service Supervisor, assist with the operation of the kitchen and serving of food.

PERFORMANCE RESPONSIBILITIES:

1. Open kitchen each morning according to written procedures.
2. Prepare breakfast and lunch entrée according to standardized recipes, menus, and verbal instructions.
3. Know the proper care and use of equipment.
4. Clean kitchen and equipment, maintain a sanitary and safe work area, report any malfunction of equipment of Food Service Supervisor.
5. Assist in serving breakfast and lunch to students as directed.
6. May be actively involved in the meal count system.
7. May be required to perform duties of other cafeteria staff, including Food Service Supervisor, in his/her absence.
8. Perform related duties as directed by supervisor.

JOB DESCRIPTION

TITLE: BAKER

- QUALIFICATIONS:
1. Ability to get along with students, staff, and public.
 2. Possess a high school diploma or equivalency and a State of Washington Department of Health Food Handler's certificate.
 3. Considerable experience as food service assistant with additional training for the responsibilities of the position of baker.
 4. Must be willing to actively seek additional professional growth opportunities.
 5. Must be able to perform duties requiring moderate to heavy physical exertion.

REPORTS TO: Food Service Supervisor

JOB GOAL: Perform quantity baking according to prepared menus and standardized recipes under the general supervision of the Food Service Supervisor, assist with the operation of the kitchen and serving food.

PERFORMANCE RESPONSIBILITIES:

1. Prepare breakfast and lunch baked goods according standardized recipes, menus, and verbal instructions.
2. Know the proper care and use of equipment.

Classified Employees Operation Manual

- 1157 3. Clean kitchen and equipment; maintain a sanitary and safe work area. Report any malfunction of
1158 equipment immediately to Food Service Supervisor.
1159 4. Assist in serving breakfast and lunch to students as directed.
1160 5. May be actively involved in the lunch count system.
1161 6. May be required to perform duties of other cafeteria staff, including Food Service Supervisor.
1162 7. Perform related duties as directed by supervisor.

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JOB DESCRIPTION

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1167 TITLE: FOOD SERVICE ASSISTANT

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1169 QUALIFICATIONS: 1. Ability to get along with students, staff, and public.

1170 2. Possess a high school diploma or equivalency of a State of Washington

1171 Department of Health Food Handler's certificate.

1172 3. Considerable experience as food service assistant with additional training for the
1173 responsibilities of the position of baker.

1174 4. Must be willing to actively seek additional professional growth opportunities.

1175 5. Must be able to perform duties requiring moderate to heavy physical exertion.

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1177 REPORTS TO: Food Service Supervisor

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1179 JOB GOAL: Under supervision, perform routine duties in the preparation and serving of food and in
1180 maintaining sanitary conditions of the kitchen facilities.

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1182 PERFORMANCE RESPONSIBILITIES:

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1184 1. Assist in the preparation and serving of food.

1185 2. Assist in maintaining a clean and sanitary kitchen facility.

1186 3. Open cans and apportion contents. Wash and prepare fresh fruits, vegetables, and salads.

1187 4. Wash dishes, utensils, pots, and pans.

1188 5. Know the proper care and use of equipment and report any malfunction immediately to the Food
1189 Service Supervisor.

1190 6. May be required to perform duties of other cafeteria staff, including Food Service Supervisor, in
1191 his/her absence.

1192 7. Perform related duties as directed by supervisor.

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Classified Employees Operation Manual

1213 DAYTON SCHOOL DISTRICT NO. 2
1214 EVALUATION
1215 FOOD SERVICES
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1218 Employee Name _____
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1220 Assignment _____
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1222 Date _____
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1225 U- unsatisfactory NI- needs improvement S- satisfactory
1226 E – exceeds expectations O- outstanding
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1229 PERSONAL CHARACTERISTICS

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1231 _____ Dependable/regular in attendance
1232

1233 _____ Shows interest in work
1234

1235 _____ Is open to change, demonstrates willingness to be flexible
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1237 _____ Shows concern for safety of students and staff
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1239 _____ Personal grooming
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1241 COMMENTS: _____
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1243 _____
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1246 PERFORMANCE

1247 _____ Demonstrates imitative in performance of routine duties
1248

1249 _____ Maintains nutrition standards for servings
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1251 _____ Maintains kitchen cleanliness
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1253 _____ Ability to follow direction
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1255 COMMENTS: _____
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1257 _____
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1260 ORGANIZATION

1261 _____ Time management
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1263 _____ Efficiency
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Classified Employees Operation Manual

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JOB DESCRIPTION

TITLE: LUNCHROOM CLERK

QUALIFICATIONS: 1. Equivalent to completion of the 12th grade.
2. Secretarial/Bookkeeping experience, or equivalent, and ability to supervise students.

REPORTS TO: Assistant to Superintendent for Finance

JOB GOAL: Assist the Assistant to Superintendent for Finance to account for monies and meal counts for the Hot Lunch Program.

PERFORMANCE RESPONSIBILITIES:

1. Receive, receipt and deposit monies for the Hot Lunch Program.
2. Process, with building principals, Free and Reduced Price application forms.
3. Maintain daily lunch counts.
4. Supervise students in lunch line.
5. Prepare hot lunch monthly reports according to guidelines developed by the Superintendent of Public Instruction.
6. Perform other tasks that may, from time to time, be assigned.
7. Submit monthly menus for daily bulletins, newspapers and radio.

Classified Employees Operation Manual

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DAYTON SCHOOL DISTRICT NO. 2
EVALUATION
LUNCHROOM CLERK

EMPLOYEE NAME _____
DATE _____
ASSIGNMENT _____
BUILDING _____

U- unsatisfactory NI- needs improvement S- satisfactory
E – exceeds expectations O- outstanding

PERSONAL CHARACTERISTICS

- _____ Dependable/regular in attendance
- _____ Shows interest in work
- _____ Is open to change, demonstrates willingness to be flexible
- _____ Shows concern for safety of students and staff
- _____ Personal grooming

COMMENTS: _____

PERFORMANCE

- _____ Demonstrates initiative in performance of duties
- _____ Able to keep sensitive information
- _____ Maintains accurate records
- _____ Works well with staff and students

COMMENTS: _____

Classified Employees Operation Manual

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1395 INITIATIVE

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1397 Works independently

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1399 General effort

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1402 COMMENTS: _____

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1409 I have read this evaluation and have discussed it with my evaluator. My
1410 signature signifies that I have received and read this evaluation and does not
1411 necessarily imply that I agree with its contents.

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1413 _____ Supervisor's Signature

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1415 Employee's Signature _____ Date: _____

