

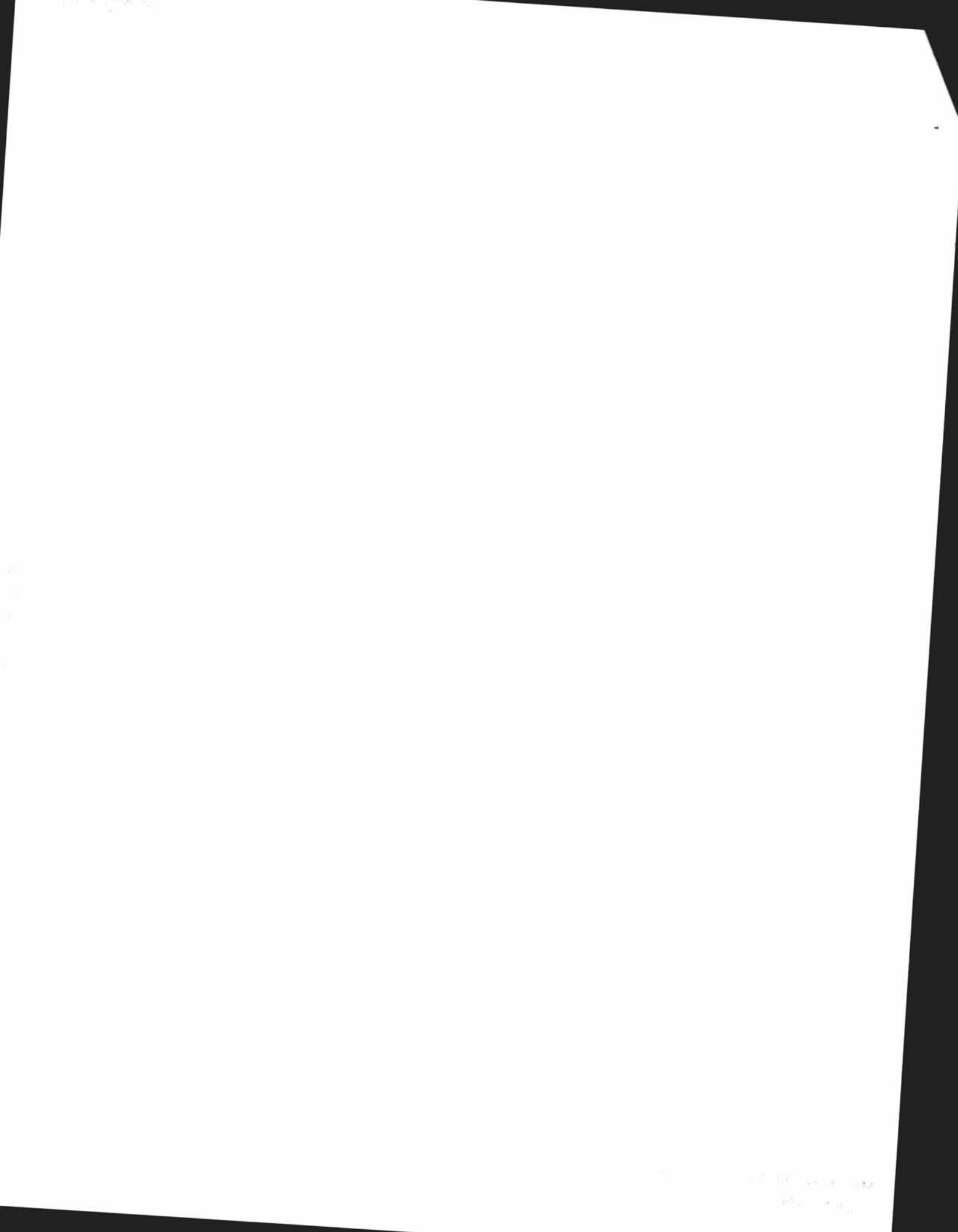
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8/14/2000

AGREEMENT BETWEEN
BOARD OF EDUCATION OF THE
LOWELL AREA SCHOOLS
AND THE
LOWELL EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION

August 14, 2000 - June 30, 2001

Lowell Area Schools



LOWELL EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION

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GENERAL CONTRACT

I. RECOGNITION

A. Exclusive Bargaining Representative / Included and Excluded

The Board recognizes the Lowell Educational Support Personnel Association (LESPA)/MEA/NEA hereinafter referred to as the Association, as the sole and exclusive bargaining representative for all secretaries except those working directly for the central office administration, all custodial personnel except part-time high school and summer college students, all paraprofessionals, in-house detention and study hall supervisors except student employees, and all full and part time food service employees including van drivers and cooks. Excluded employees shall be: supervisors, substitutes and all others.

1. Board - The term "Board" shall include its officers and agents.
2. Association – The term "Association" shall refer to the employees described above.
3. Employee – The term "employee" shall refer to any bargaining unit member.

B. Exclusive Representation

The Board agrees not to negotiate with any other organization other than the designated representative Association pursuant to Act 379, as amended, for the duration of this agreement.

C. Mutual Obligations

The Board and the Association recognize their mutual obligations pursuant to Act 379, as amended, to bargain collectively with respect to hours, wages, fringe benefits and conditions of employment.

D. Unit Classifications

Unit classifications covered by this contract are identified as: custodial/maintenance/grounds, secretarial, paraprofessionals, and food service employees. Within the unit classification of secretarial shall be categories as follows: School Secretary; Office Assistant (formerly Office Paraprofessional). Within the unit classification of custodial/ maintenance/ grounds shall be categories as follows: Custodian, Shift Lead Custodian, Building Lead Custodian, Maintenance, and Grounds. Within the unit classification of paraprofessionals, there shall be five categories as follows: Category I: In-School Suspension/Alternative Learning Center; Category II: Classroom (Regular Education); Category III: Special Education/Individual Needs; Category IV: Media Center; Category V: Student Supervision (includes lunchroom, parking lot, crossing guard, playground, bus supervision, after-school supervision).

II. BOARD RIGHTS

The Board retains all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the school code in the laws of the constitutions of the State of Michigan and/or the United States. Such responsibilities include, without being limited to, the establishment of educational policies; the construction, acquisition and maintenance of school buildings and equipment; the hiring, transfer, assignment, supervision, discipline, promotion and termination of staff members; and the establishment and revision of rules and regulations governing and pertaining to the work and conduct of its employees and the right to decide employee qualifications in conformity with the provisions of this agreement.

III. EMPLOYEE AND ASSOCIATION RIGHTS

A. Association Rights

Each employee shall have the right to organize, join and support the Association for the purpose of engaging in lawful activities under Act 379.

1. Use of School Facilities and Equipment

The Association and its members shall have the right to use school equipment, in accordance with board policy, when such equipment is not otherwise in use, and to use school buildings at all reasonable hours for meetings. The local association shall pay for any materials and school supplies used. Use of school facilities must be reserved through the normal building scheduling process. Such facilities shall not be used for political campaign purposes or other local ballot issues. Designated bulletin boards, telephones, and employee mailboxes shall be available for the Association's use for the posting or placement of materials relating to official business of the Association by the Association.

2. Information

The Board agrees to furnish the Association, in response to timely requests, all available public information in the form it is maintained by the Board, concerning the financial resources of the Board, or other information which may be necessary for the Association to process any grievance or complaints, providing that personal information respecting individual Association members shall not be disclosed.

3. Released Time

a. Negotiations

The Chief negotiators from the Secretarial, Custodial/ Maintenance, Paraprofessional and Food Service groups shall be provided paid released time during periods of negotiations and for the conducting of Association business with the Board.

b. Officers

The Board will grant released time to an employee who holds an office in MEA or NEA. Full time released officers will be granted a leave of absence without pay or loss of seniority and accumulated benefits. However, seniority and accumulated benefits will not continue to accrue during the leave. Partial released time arrangements will be negotiated to allow appropriate financial reimbursement to the Board for the time released.

c. Association Meetings

On non-student instruction days, at the convenience of building administrators, Association members may schedule Association meetings. The building administrator in whose building the meeting will be held must be notified a minimum of one school day in advance of the meeting. Four (4) such paid Association meetings can take place each year with a limit of one hour per meeting, excluding travel time.

d. Association Leave Days

The Association will be granted seven (7) Association leave days per year. The president of the Association shall approve such days and submit documentation of such to the business office no less than 3 days in advance of such leave. In case of an emergency, this timeline may be waived by the district. If any additional days are needed, such request(s) will be at the discretion of the Superintendent or his/her designee. Such days shall not be used for purposes of engaging in demonstrations, including labor disputes, on behalf of the MEA or Association.

4. Agency Shop

a. Annual Dues and Deductions

On or before the 30th of September of each year, the local Association shall notify the Board of the amount of annual dues payable by members of the local Association and the service fee amount payable by non-members pursuant to Section 10 (1) (c) and (2) of the Public Employment Relations Act. The Board shall thereupon deduct such amounts in eighteen (18) equal installments, as nearly as may be, from the paychecks of all employees who have of that date, authorized such deductions. The Board shall promptly remit such amounts to the local Association treasurer, with a listing of the employee deductions.

b. Enforcement of Payment

Any employee who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a service fee to the Association; provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided above. In the event that an employee shall not pay such service fee directly to the local Association or authorize payment through payroll deduction, as provided in the preceding article, the Board shall, at the request of the Association, deduct the service fee from the employee's wages and remit same to the Association.

c. Notice of Non-Compliance To Employees

The Association in all cases of violation of this article, shall notify the employee of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for deduction of a service fee may be filed with the Board in the event compliance is not effected.

d. Board Held Harmless

In the event of any action against the Board brought in court or administrative agency because of its compliance with the agency shop provision of this agreement, the Association agrees to defend such action, at its own expense and through its own counsel, and to indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with such agency shop provision, but this does not include any liability for unemployment compensation, provided:

- (1) The Board gives timely notice of such action to the Association and
- (2) The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.
- (3) The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agent.
- (4) The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or

the defense, which may be assessed against the Board by any court or tribunal.

- (5) The Association shall have the right to compromise or settle any claim made against the Board under this section.

B. Employee Rights

1. Just Cause

Employees (excluding probationary employees) shall not be disciplined, warned, reprimanded, suspended, discharged, reduced in rank or compensation or occupational advantage, without just cause. Disciplinary action more severe than a verbal reprimand shall be reduced to writing with a copy forwarded to the employee. Discipline shall be administered by the supervisor and/or the building principal. When a written reprimand is to be issued, the Association president or representative shall be notified of the issuance, but absent the specifics.

2. Right to Representation

When an employee is to be given a written reprimand or more serious discipline, he/she shall be informed that he/she has the opportunity to have an Association representative present, if desired, except in emergency cases. In an emergency, the Board shall inform the Association as soon as possible.

3. Personnel Files

a. Right to Review

An employee shall have the right to review his/her personnel file in accordance with the Bullard-Plawecki Employee Right to Know Act and to have a representative of the Association accompany him/her in such review.

b. Right to Respond

No evaluative material, including but not limited to, student, parental or school personnel complaints originating after initial employment, will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. The employee may submit a written comment regarding any material, including complaints, and the same shall be attached to the material in question. An employee shall sign the material indicating its presence and his/her awareness if requested; however, such signature shall not necessarily mean agreement with the material.

c. F.O.I.A. Requests

Upon the Board's receipt of a FOIA request relative to information from an employee's file, the Association and employee shall be notified in writing.

4. Contract Distribution

The Board agrees to provide a contract to each employee, and 20 extra copies to the Association.

5. Private Life

Notwithstanding their employment, employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee.

6. Fair Employment Practice

The provisions of the Agreement and the wages, hours, terms, and conditions of employment, shall be applied without regard to race, creed, religion, color, national origin, age, sex, handicap, or marital status, or membership in, or association with, the activities of any employee organization.

IV. SENIORITY, LAYOFF, VACANCIES AND PROMOTIONS

A. Seniority

Seniority shall be defined as length of cumulative service in the Lowell Area Schools from the employee's date of hire in his/her classification, as reflected on the status change form submitted to the payroll office from Personnel. A seniority list shall be maintained and updated annually for all employees.

B. Probation/Trial Period

1. All new employees shall be considered probationary employees for the first sixty (60) working days, except during the summer months; the intent being that sixty (60) working days of probationary period must be during the regular school year. An employee hired in June would still be on probation until sixty (60) working days of the school year has passed. If, at any time prior to the conclusion of the probationary period, the employee's work performance is of unacceptable quality to the Board, he/she may, upon recommendation of the supervisor/building principal and superintendent or designee, be subject to immediate dismissal. The probationary period may be extended with the consent of the Association and Board.
2. An employee shall be entitled to a thirty (30) working day trial period in any new position (15 days for classroom paraprofessionals). This trial period may be extended to forty five (45) days at the discretion of the District. An

employee assuming a new position within the same category shall be entitled to a twenty (20) working day trial period. During the trial period, the supervisory personnel shall work with the employee to help him/her succeed in the new position. The employee may go back to their previous position within fifteen (15) working days. During the following fifteen (15) days, returning to the former position shall be at the discretion of the Board. The former position will be held open for thirty (30) days.

C. Layoff

1. Voluntary Reduction in Forces

Layoff shall be defined as necessary reduction in the work force. Prior to engaging in a layoff, the Board shall attempt to reduce the work force by attrition, voluntary layoff, early retirement and/or unpaid leaves of absence and voluntary reduction in hours.

2. Prior Notification

No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified at least thirty (30) working days prior to the effective date of the layoff.

3. Reduction in Force

Employees laid off shall have their insurance benefits paid by the Board for thirty (30) days after the effective date of layoff, or until they secure new employment, whichever comes first. A laid off employee may continue his/her insurance benefits by paying monthly the normal per subscriber group rate premium to the Board, if permitted by the carrier, and as provided for by the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

4. Recall

Where applicable, employees shall be recalled to vacancies in their classification and category in order of their seniority. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the employee is to report back to work. A recalled employee shall notify the employer within five (5) working days after such notification and must report to work within ten (10) working days. The Board may fill the position on a temporary basis until the recalled employee can report to work. Any employee who declines a position offered which is comparable in hours and wages to the one previously held will be considered to have resigned. An employee may accept a position that is not comparable but will then continue to have recall rights if a comparable position becomes available.

D. Seniority Accrual When Off the Job

Employees continue to accrue seniority when off the job due to an injury incurred while on the job or during time receiving accumulated sick leave pay, but not during non-work disabilities beyond accumulated sick leave. Employees on layoff will neither lose nor accrue seniority.

E. Vacancies

A vacancy shall be defined as a newly created position or a present position which, the Board intends to fill that is not yet filled.

1. Job Descriptions

The Board shall have the right to determine specific requirements for each position in the bargaining unit provided such requirements are not arbitrary or capricious. The Board shall develop job descriptions encompassing these job requirements. Job descriptions may be updated on an annual basis to meet changing needs. Job descriptions will be included in postings for vacant positions and a copy provided to the Association's president.

2. Postings

Whenever any vacancy or special opportunity in any employee position shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association with copies to be posted in each building. No vacancy shall be filled, except on a temporary basis due to an emergency, until such vacancy has been posted for at least six (6) working days. When appropriate, a bid meeting may be held, upon mutual consent of the LESPA president and administration. The hours of a position may be increased or decreased without posting unless adjustment would cause a change in benefits.

3. Applications

All applications shall be submitted to the superintendent or his/her designee.

4. Written Response

A written notification of either acceptance or rejection shall be sent to all who apply for vacancies.

F. Involuntary Transfer

The parties agree that involuntary transfers of employees are to be minimized. In all cases, involuntary transfers will be effected only for good reason and within their unit classification. Employees involuntarily transferred as a result of performance shall not have bumping rights. Employees involuntarily transferred for reasons not related to performance may exercise bumping rights as outlined in Article XII, Section A, 2 (custodians), Article XIII, Section E (paraprofessionals), Article XIV, Section B (secretaries), and Article XV, Section C (food service). If the

transfer is involuntary, the employee shall not lose money as a result of said transfer. It is further understood that if the employee refuses a position that is offered, which would maintain him/her at the pre-transfer pay rate (or be a wage increase), the current pay rate applicable to the position held shall immediately take effect. Any employee transferred because of a reduction in the number of positions in a building or classifications shall retain the right to return, within two years, to the building or classification in the event a position for which he or she is qualified is reestablished. For any employee transfer, all due consideration will be given to keeping the employee assigned to a position on the same shift at the appropriate rate of pay.

G. Transfer of Benefits

Employees, if transferred to another position within this bargaining unit, may transfer remaining vacation and sick leave benefits.

V. LEAVES/SEVERANCE/RETIREMENT

A. Sick Leave

1. Earning Sick Leave

Employees shall earn sick leave at the rate of one day per month worked, excluding unpaid leaves. The Board shall furnish each employee with a written statement of accumulated sick leave no later than June 1 each year.

Example:

Parapros, Office Assistants, and Food Service	9 sick days
School Yr. Secretaries	10 sick days
12 Month Employees	11 sick days

2. Accumulation

Sick days shall have unlimited accumulation. When an employee's hours increase or decrease 1 hour or more, accumulated sick days will be proportionately adjusted. (e.g. Two 3-hour days shall equal one 6-hour day.)

3. Acceptable Use of Sick Leave

a. Limitations:

Only illness or disability and emergency medical procedures of the employee (also see "Child Care Leave"), or the employee's family, are covered by this sick leave policy. Doctor appointments are to be scheduled outside the school day, whenever possible. Sick days may be used for all doctor visits which cannot be scheduled outside the school day or during vacation periods. Routine surgical procedures which might appropriately be scheduled during vacation periods shall not be covered. Use of sick days for illness in the family shall be limited to ten (10) sick days a school year, provided

that no three (3) such days may be used in succession. The superintendent or his/her designee may grant extended use of consecutive sick days if extenuating circumstances exist.

b. Definition of Family:

For purposes of sick leave, "family" shall mean an employee's spouse or minor children. Sick leave may, however, be used in the case where an employee's parent, brother, sister or adult children are involved if the employee's personal leave for the year has been exhausted. The superintendent or his/her designee may grant the consecutive use of sick days for family illness if he/she determines extenuating circumstances exist.

c. Medical Verification

The Administration, at its discretion, may require medical verification of ability to return to work for any absence in excess of three (3) consecutive working days.

d. Misuse

Any misuse of sick leave could subject the employee to any or all of the following:

1. A verbal or written reprimand and a loss of pay for the time missed.
2. For serious and repeated offenses, discipline up to and including discharge, may occur.

4. Pooling of Sick Leave

Employees belonging to the LESPA and LEA employees may pool sick leave days and contribute them to another employee (including pregnancy-related disabilities) who has exhausted his/her accumulated sick leave days. However, an employee may not contribute more than one (1) day of sick leave to an individual employee within a given school year. He/she may contribute to more than one (1) individual within a given school year. Sick days given shall not exceed the number required to get an individual to qualify for long term disability where applicable. For purposes of this section only, all "days" shall be equal regardless of hours worked or rate of compensation.

a. Sick Pool Committee

Pooled sick leave days shall be administered by a committee. Proportional representation shall be established from participating groups. All decisions shall require a majority.

b. Waiting Period

This committee shall impose a waiting period of five (5) days, before release of pooled days, and shall have the exclusive power to impose a waiting period not to exceed fifteen (15) school days before release of pooled days if deemed necessary. A waiver to the waiting period requirement may be granted, under extreme circumstances.

c. Exclusive Power

This committee shall have the exclusive power to authorize days in addition to the days referred to in "Pooling of Sick Days" above. Decisions of this committee shall not be grievable.

d. Guidelines for Use of Pooled Days

- (1) Extended serious illness/condition, which may require a physician's verification.
- (2) Pooled sick days are for a specific intended incident. They will not be banked to be used in the future for that same person to use at a later time.
- (3) Pooled sick days are drawn at random, to be given to the affected employee. Those days not drawn are returned to the original donor.
- (4) Original requests to use "Sick Pool" days must originate through the appropriate Association President or his/her designee.
- (5) Pooled sick days are not intended to be used for short term, intermittent illness.

5. Workers' Compensation

Employees receiving Workers' Compensation shall be allowed to use sick leave only to supplement up to the employee's normal salary.

B. Bereavement Leave

Up to five (5) days, as needed, shall be granted for bereavement per family member death. Such days will be deducted from sick leave. For the death of non-family members, personal leave or unpaid days must be used.

If extenuating circumstances exist, exceptions to this policy may be granted.

For purposes of bereavement leave, "family" shall be defined as: fiancée, spouse, child, parent, brother, sister, grandparent, grandchild, or spouse's parent, brother, sister, or grandparent or a member of the employee's household.

C. Personal Leave**1. Amount of Personal Leave**

Three (3) days per year shall be added to sick leave, and available to each employee for personal business, with no two (2) used in succession. If all three personal days are not used in the school year, one personal day shall be carried over to the following year. An employee may not accumulate more than 4 personal days, and any unused personal days will be accumulated as sick days.

2. Approval

Notification of personal leave must be received by the payroll office on the appropriate form at least three (3) days prior to the leave. Emergencies will be handled through a telephone call to the employee's supervisor prior to their reporting time.

3. Personal Day Use Exceptions

Up to four percent (4%) of the total support staff covered by this contract will be eligible to apply to utilize one (1) personal day to extend a regularly scheduled vacation period as established in the school calendar. (This is intended to include all vacation, not four percent (4%) per separate vacation period.) Eligible staff must apply in writing prior to August 1 each year, stating the date of absence being requested. A random drawing will determine those selected. Spots not filled will be filled on a first-come, first-serve basis following the August 31 drawing date. Staff granted vacation extensions will not be eligible for the following year unless all slots have not been filled. Unpaid days may not be used in conjunction with a personal day to extend a holiday.

D. Unpaid Leave**1. Medical Leave**

Any employee who is unable to perform his/her duties because of a personal illness or disability (including for this purpose maternity) which extends beyond the period for which sick pay is received shall be granted a medical leave of absence without pay for the duration of such illness or disability, up to a total of one (1) calendar year. This period may be extended at the sole discretion of the Board.

- a. Any request for unpaid medical leave shall be in writing and be supported by a doctor's statement if requested by the Board.
- b. The Board shall continue to pay the insurance premiums during the period of unpaid medical leave limited to the balance of any school year in which the employee is first granted an approved sick leave under this section. The employee whose illness or disability extends beyond the balance of the school year shall be permitted to continue coverage on a self pay basis if permitted by

the carrier, and as provided for by the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

2. Extended Unpaid Leave

Leaves of absence without pay may be granted at the sole discretion of the Board to an employee who has completed a probationary period (except military leave). Any request for unpaid leave shall be submitted in writing to the Superintendent. The Board reserves the right to recommend the beginning and terminating dates of the leave of absence to correspond as nearly as possible with the beginning or ending of school or marking period.

3. Child Care Leave

Unpaid child care leave will be granted as provided in the FMLA for no less than the balance of a semester and no more than two additional semesters. Normally, up to six (6) weeks of sick pay may be used, beginning with the date of birth or adoption of a child. This time may be extended either before or after the birth of a child under doctor's orders. Under extenuating circumstances, an extension to the six (6) weeks may be given for the adoption of a child. Leave which extends beyond the twelve weeks allowed under the FMLA shall be considered unpaid leave, and shall be subject to the unpaid leave provisions as noted above.

Such leave shall be available to male and female employees.

The employee shall be returned to his/her former position if returning within the current school year.

In the event of the death of the object child of the leave, the leave may be terminated by the Board upon request of the employee.

4. Provisions for All Unpaid Leave

For leaves extending beyond the current school year, the administration shall not be required to assign an employee returning to duty after a leave to the same building, position, or assignment held prior to the leave. The employer will, however, attempt to assign the employee to the same position if available and circumstances permit it, or to a substantially equivalent position.

An employee on unpaid leave shall not lose sick leave time accumulated prior to his/her leave. However, sick leave time shall not accumulate during the unpaid leave of absence.

While an employee is on unpaid leave, there shall be no advancement on the salary schedule in terms of experience.

For all employees whose unpaid leave shall terminate at the beginning of a school year, a letter of availability must reach the Superintendent no later than the preceding April 1. For all employees whose leave shall terminate at times other than the beginning of the school year, such letter of availability must reach the Superintendent no later than sixty (60) days preceding the termination date of the leave. Failure to comply with this provision shall be interpreted as a resignation of employment.

Modifications of the above procedure in specific cases may be permitted by mutual agreement between administration and the employee.

5. Short Term leave

Short-term leaves of absence without pay or benefits may be granted at the sole discretion of the Superintendent or his/her designee upon the employee's request. Such leaves will not be granted for vacation purposes or to extend a holiday, except in unusual situations.

E. Family and Medical Leave Act

The leave provisions of this Agreement shall be interpreted in accordance with the federal Family and Medical Leave Act. If an employee has need for such leave, he/she should contact the administrator in charge of personnel to determine eligibility and arrange the terms of the leave.

F. Conferences

The superintendent or his/her designee may authorize full-time employees to attend conferences or conventions with pay. Approved expenses, submitted with appropriate documentation, shall be paid by the Board.

G. Jury Duty

Employees summoned for jury duty or as a witness in a legal case pertaining to his/her responsibilities as a school employee, or for the public good, will be granted leave of absence with pay as necessary. The employee agrees that any additional pay received for his/her appearance (excluding mileage reimbursement) will be remitted to the payroll office upon receipt.

H. Severance/Retirement

Upon severance after a minimum of seven (7) years employment with Lowell Area Schools, employees will be compensated at the rate of \$7.50 per day for each day of unused sick leave, up to 50 days, and \$10.00 per day over 50 accumulated days. Severance shall include resignations, dismissal and resignation after lay off. Any employee retiring with the MPSERS and having fifteen (15) years of employment and announcing 30 days prior to the effective date, shall receive \$15.00 per day for each accumulated day. The maximum incentive shall not exceed \$1,800.00. The employee would not be eligible for both the severance and retirement options.

VI. WORKING HOURS AND CONDITIONS

A. Overtime/Compensatory Time/Approval

All time worked by employees (excluding Food Service employees, see Article XV, Section J, 6) beyond the eight hour day or the forty hour week, shall be paid at one and one-half (1 1/2) the employee's regular hourly rate or a compensatory arrangement which may be mutually agreed upon. All overtime must be approved in advance by the employee's immediate supervisor, except in emergency situations.

B. Emergency Call-In

Any employee called into work during non-working hours for an alarm call shall be paid \$20.00. Any employee called into work during non-working hours for other emergencies shall be paid a minimum of two (2) hours overtime pay. An employee may leave upon completion of the task that caused the call-in.

C. Breaks

All employees (excluding food service employees, see Article XV, Section B) shall receive one paid fifteen (15) minute break with three (3) hours or more work. A second paid fifteen (15) minute break shall be provided for employees working six (6) or more hours per day.

D. Lunch Period

A maximum one (1) hour, and not less than thirty (30) minutes unpaid, duty free, uninterrupted lunch period shall be provided upon request for all employees, except Food Service employees, working full time.

E. Evaluations

The building administrator will evaluate all support staff personnel by June 1 of each year. If there is any significant problem, an evaluation shall be done when the problem is evident. The employee will receive a copy of the completed performance review and will sign the form to indicate that she/he has seen it. Such signature does not mean the employee agrees with the content of the evaluation. The evaluation forms are contained in Appendix F of this agreement.

1. Employee's Right to Respond

An employee may submit additional comments to this evaluation. Such statements shall be attached to the evaluation and placed in the employee's personnel file.

F. TB Tests

Should TB tests ever be required by law again, the Board will cover the cost.

G. Course Work

The Board will pay for course work which it requires the employee to take.

H. Subcontracting

The employer shall give written notice to LESPA as soon as possible, but not less than sixty (60) calendar days, of its intent to subcontract any or all employee work, except in case of emergency.

I. Travel/Mileage

Employees working in more than one building shall be given adequate, paid travel time at the IRS mileage rate for such travel.

VII. INSURANCE

A. MESSA Pak Plan A:

The Board will pay full monthly rate amounts for each employee, excluding Food Service employees (see Article XV, Section I), working 30 or more hours per week and their eligible dependents as defined by MESSA for each employee who does not have health care insurance from another source.

PLAN A

Health	Super Care 1 \$50/\$100 Deductible \$2.00 Rx Copay (Includes \$5,000 with AD&D)
Long Term Disability	66 2/3% \$3,000 Maximum Monthly Income Benefit 90 Calendar Day Benefits shall begin after the exhaustion of the employee's accumulated sick leaves (plus days from the sick bank, if any) or expiration of 90 calendar days of disability accumulated in any twelve (12) consecutive months. Only the last three days of the waiting period need be consecutive and for the same condition.
Vision Service Plan <i>Plan Year July 1 to June 30</i>	VSP 3
Delta Dental <i>Plan Year July 1 to June 30</i>	80% Class IA; 80% Class IB; 80% Class II; 60% Class III \$2,000 Class I&II Yearly Maximum; \$2,500 Class III Lifetime Maximum Coordination of Benefits Suffix -50/50/50: \$2500
Negotiated Life	\$10,000 with AD&D

B. MESSA Pak Plan B:

The Board will pay full monthly rate amounts for each employee, except Food Service employees (see Article XV, Section I), working 30 or more hours per

week and their eligible dependents as defined by MESSA for each employee who does not elect health insurance.

PLAN B

Long Term Disability	66 2/3% \$3,000 Maximum Monthly Income Benefit 90 Calendar Day Benefits shall begin after the exhaustion of the employee's accumulated sick leaves (plus days from the sick bank, if any) or expiration of 90 calendar days of disability accumulated in any twelve (12) consecutive months. Only the last three days of the waiting period need be consecutive and for the same condition.
Vision Service Plan <i>Plan Year July 1 to June 30</i>	VSP 3
Delta Dental <i>Plan Year July 1 to June 30</i>	100% Class IA; 90% Class IB; 90% Class II; 60% Class III \$2,000 Class I&II Yearly Maximum; \$2500 Class III Lifetime Maximum Coordination of Benefits Suffix - 50/50/50: \$2500
Negotiated Life	\$10,000 with AD&D

*In addition, participants will receive \$161.00/month cash in lieu of health insurance.

1. A choice between Plan A and Plan B will be made one time only each year during open enrollment or upon a change in family status. Choices are not interchangeable during the insurance coverage year.
2. Group Dental
The board will provide to each employee working 20 hours or more and their eligible dependents MESSA/Delta Dental with orthodontic rider with suffix coordination (75-50-50-\$500).
3. Life Insurance
The board will provide to each employee working 15 hours or more \$10,000 life insurance with AD&D.

C. General Provisions

1. Twelve Month Coverage
The board shall make payment of insurance premiums for all persons who qualify, to assure insurance coverage for the full twelve month period commencing July 1 and ending June 30 of each year.
2. Open Enrollment
The open enrollment period shall be jointly established by the board, the Association and MESSA, whose new annual rates begin July 1 of each year. The board shall be responsible for providing insurance information, including applications and claim materials.

3. Insurance and Disability

In the event an employee is disabled through an injury or illness covered by Worker's Compensation, all employee benefits shall continue for the duration of the disability, but not longer than one full year.

4. Insurance Begins

An employee who is hired with an effective first work day after the first required work day of the school year shall be entitled to employee benefits from the first day the employee reports to work.

5. Death of Employee

In the event an employee dies during the school year, and providing the policy permits continued dependent coverage, the board shall continue payments of the applicable premiums through the following June 30. If the employee dies after the completion of the school year, and providing the policy permits continued dependent coverage, the board shall continue payments of the applicable premiums through June 30 of that year.

6. Termination of Employment

In the event an employee, voluntarily or involuntarily, terminates his/her employment with the district, the employee, spouse, and dependent children should be entitled to eighteen (18) months of continued coverage, at the employee's expense. This continuation of coverage shall be in accordance with the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

VIII. GRIEVANCES

A. Who May Grieve / What Is Grievable

Any employee, group of employees, or the Association, believing that there has been a violation, misinterpretation or misapplication of any provisions of this agreement, relative to wages, hours, terms or conditions of employment which does not provide a remedy of its own, may institute the grievance procedure as provided herein.

B. Level One

1. Discussion Conference

Any employee feeling he/she has a complaint to justifiably grieve, shall request a conference with the immediate supervisor within ten (10) days of when the problem came to his/her attention. The supervisor shall informally discuss the problem with the employee within five (5) days of the request for a conference.

C. Level Two – Assistant Superintendent**1. Written Grievance**

If the complaint is not satisfactorily resolved, the aggrieved may invoke the grievance procedure by submitting a formal written grievance to the Assistant Superintendent for Finance and Personnel on the form provided herein either on the day of the conference or within ten (10) days after the informal discussion.

2. Response

Within ten (10) days of receipt of the grievance, the Assistant Superintendent shall contact the grievant and/or Association representative to arrange a meeting to discuss the grievance. Such meeting will be held within ten (10) working days. The Assistant Superintendent shall provide a written response to the grievance within five (5) working days of the meeting.

D. Level Three**1. Arbitration**

If arbitration becomes necessary, the Association will notify the Assistant Superintendent within ten (10) days of its intent. The arbitrator shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration hearing. The Board and Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the Board or to the Association.

2. Limits on Arbitrator

The arbitrator shall have no power to alter, add to, or subtract from, the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction where such award does not conflict with or deny the powers and duties of the Board granted by legislative act.

3. Lost Compensation

If any employee for whom a grievance is sustained shall be found to have been improperly reprimanded or improperly deprived of a position, or unjustly discharged, the arbitrator will have authority to reinstate the employee with full reimbursement for all compensation lost.

4. Cost of Arbitration

The costs of any arbitration under this article shall be shared equally by the Board and the Association.

5. Exclusions

It is expressly understood that the grievance procedure shall not apply to those matters from which statute authorizes a specific remedy. The

arbitrator shall have no power to rule on the termination of services, or failure to reemploy any probationary employee.

6. Expedited Arbitration

If the grievance is processed to arbitration, the parties may submit the grievance to expedited arbitration under the rules of the American Arbitration Association.

E. General Conditions

1. Days Defined

All reference to "days" shall mean working days exclusive of Saturday, Sunday and paid holidays.

2. Time Limits

It is understood that the time limits are maximum and can be extended with the written mutual consent of both parties. Both parties should be encouraged to process a grievance as rapidly as possible and within the time limits and procedures as set forth herein. Failure of the grievant to meet any time limits will result in the grievance being considered withdrawn. If the administration, at any step, fails to respond in a timely manner, the grievance will be considered denied and may be moved to the next level.

3. Right to Representation

It is understood that a grievant shall have the right to an Association representative at all levels of the formal grievance procedure, provided that a representative can be present within the prescribed time limitations of the grievance procedure.

4. Filing At Higher Level

When a grievance involves more than one administrator or is not within the authority of an administrator, it may be filed at level two.

IX. NO STRIKE AGREEMENT

It is agreed that during the life of this agreement, no employee will engage in any strike, cessation of work, disturbance, or interruption of the normal operation of the Lowell School System. The Board and the Association, in the event of a violation of this section, will have the right to remedies in accordance with the law.

X. CONFORMITY TO LAW

If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and applications shall continue in force and effect.

XI. DURATION OF AGREEMENT

This agreement shall be in effect on August 14, 2000 and shall remain in effect through June 30, 2001. All wage adjustments shall be retroactive to July 1, 2000. This contract shall not be extended verbally or in writing unless mutually agreed upon.

XII. CUSTODIAL/MAINTENANCE/GROUNDS

A. VACANCIES

1. Filling Vacancies
Vacancies will be filled by seniority and minimum qualifications within the custodian category. A vacancy remaining open may be filled at the discretion of the Board. Vacancies within all other categories will be filled by the best qualified.
2. Cuts In Hours/Layoff/Bumping
Should the Board of Education choose to reduce hours of an employee, or implement staff reductions through layoff, the reduction shall be made to the least senior employee within a category. A more senior employee, who is qualified, may "bump" a less senior employee within the classification.

B. Holidays

1. Paid Holidays
Custodians shall be entitled to the following paid holidays: New Year's Day, Good Friday, Memorial Day, July 4, Labor Day, Thanksgiving Day, the Friday following Thanksgiving, Christmas Eve Day, Christmas Day, the day after Christmas and New Year's Eve Day.
2. Saturdays and Sundays
When any of the above holidays occur on a Saturday or Sunday, the Board shall schedule equivalent work days off immediately preceding or following the holidays so as to not interrupt regular student attendance days. Holiday pay shall be the salary paid for the regular work day.
3. Stipulations
To receive holiday pay, the employee must work the last regularly scheduled day before and the first scheduled day after the holiday. If the employee is ill on any of the days, the Board may require a doctor's verification of the illness. When a holiday falls during the employee's vacation, he/she shall receive the holiday pay in addition to the his/her vacation pay.

C. Vacations

1. Vacation Requests
Employees shall submit written vacation requests to the director of operations at least two (2) weeks prior to vacation time desired. Vacation time may be granted any time during the year by the director of operations. Vacations shall be taken in five day blocks whenever possible. Vacations

may be split into one or more days with the approval of the director of operations. If two employees in the same building or assignment request identical dates at the same time, the employee with the most seniority shall be honored. Employees cannot be bumped from vacation dates once they are scheduled.

2. Earning Vacation

a. Anniversary Date

The anniversary date of all paid vacations for twelve (12) month employees shall be July 1 of each year. New employees shall earn 1/2 day of vacation per month worked up to five (5) full days prior to the first July 1 of employment. New employees earning 3 1/2 days or more days of vacation shall be credited with fulfilling the first step of the vacation schedule. Those earning three (3) days or less on the first July 1 shall receive five (5) days of paid vacation at the next July 1.

b. Prorated Vacation and Termination

Unearned vacation leave credited to the employee on July 1 shall be prorated if the employee leaves prior to June 30 of the following year. If more days have been taken than earned, the employee will be expected to reimburse the district for days taken.

3. Eligibility

Each July 1 thereafter, the employee shall be eligible for ten (10) days of paid vacation. On each July 1 after the employee's fifth year of employment, the employee shall be eligible for fifteen (15) days of paid vacation; on each July 1 after the employee's tenth year of employment, the employee shall be eligible for twenty (20) days of paid vacation.

4. Rate of Pay/Carry Over

Vacation pay shall amount to regular hours of pay at the employee's regular rate. Two weeks of vacation may be carried into the succeeding year and paid at the pay rate at the time it was earned.

D. "Call In Time for Absences"

In the event of illness, custodial employees shall call the Director of Operations as soon as possible, but not less than one (1) hour before reporting time.

E. Act of God Days

Custodians will work on days when schools are closed due to an Act of God unless excused by their immediate supervisor.

F. Part-Time

Part-time employees hired for less than six (6) hours per day during the school year shall be considered a part-time employee.

G. Prorated Fringe Benefits

Part-time custodial employees shall receive prorated fringe benefits. (For example, a person working four (4) hours daily during the school year works one-half or four-fifths of the year, or 40% of the total year; therefore, he/she would receive 40% of insurance premium costs, etc.)

H. Spring/Summer Assistance

Part-time employees may be hired during the spring/summer season to assist with grounds and building work.

I. Normal Working Hours

The normal working hours shall be eight (8) consecutive hours per day, five (5) days per week with an unpaid lunch period of not less than thirty (30) minutes and not to exceed one (1) hour. Custodians will have lunch periods scheduled as nearly as possible to the middle of the shift, but not included in the shift, by the director of operations. Full-time custodial employees may take two 15 minute breaks per day; one in the first half and one in the second half of the shift.

J. Four Day Work Week

During the non-student attendance summer period, the Board will allow an adjusted schedule (i.e., four, ten hour days, etc.) provided it meets the needs of the district. Employees' days and hours may be staggered. Overtime will be paid for all hours worked over forty (40) for employees on an adjusted schedule. Employees involved in these adjusted schedules shall receive two (2), fifteen (15) minute breaks per day, plus an unpaid lunch.

K. Overtime**1. Provisions**

Overtime shall be offered to employees as follows:

- a. It shall be offered to the custodians regularly working in the building where overtime is needed on a rotating basis, except in emergencies.
- b. Employees turning down overtime shall forfeit their right to overtime until the next regular turn in the rotation.
- c. In case all custodians turn down the opportunity to work overtime, the Board has the right to require the next scheduled custodian or custodians in the rotation to work the overtime, or to use a custodian from another building, starting with the most senior.

- d. The building lead custodian shall record overtime rotation and post it as necessary.
- e. Except in emergencies, overtime requirements shall be posted three (3) days in advance.

2. Sundays & Holidays

Custodial/maintenance/grounds staff required to work Sundays and/or holidays shall be paid at a double time rate.

3. Split Shifts

Every attempt will be made not to split shifts. If a split shift is necessary, volunteers will be sought. No employee will be required to work a split shift or suffer loss of pay due to creation of a split shift.

L. Community Activities

Custodial/maintenance/grounds staff will be provided for community activities as deemed necessary by the administration. The building administrator will provide a copy of the Building Use Form to the custodial/maintenance/grounds employee before use of school facilities by community groups is approved.

M. Tools

The Board shall provide employees with proper tools and safety equipment.

N. Uniforms

Provided

The Board shall provide without cost to the employee, two (2) sets of uniforms per year and three sets of coveralls per building. New employees will receive three (3) sets of uniforms after completing the probationary period, with the following stipulations:

1. Wearing Uniforms

It is understood that uniforms are to be worn during working hours at all times.

2. Maintaining Uniforms

Uniforms are to be maintained by the individual employee.

3. Selection

A committee of employees and administration shall work together to choose the uniforms.

O. Wages

1. Longevity

Starting date of employment with Lowell Area Schools shall be used for purposes of determining longevity. If, however, employees have been receiving longevity benefits prior to the 1986-1989 contract, they will not be

deprived of any previously enjoyed conditions or advantages. Longevity shall be paid at 31 cents per hour after years 10, 15, 20, 25, and 30.

2. Wages

CUSTODIAL WAGES

	2000-01
Custodial Wage Base	\$14.59
Bldg./Shift Lead Custodial Base	14.81
Maintenance Wage Base	15.30
Groundskeeper Wage Base	15.20

*Shift Lead = Base + any nite premium

Bldg. Lead = Base + 20¢ + 5¢ per custodial employee assigned to that building

Maintenance Lead = Base + 20¢ + 5¢ per maintenance employee assigned

Grounds Lead = Base + 20¢ + 5¢ per grounds employee assigned

2nd Shift Premium = 20¢ per hour

3rd Shift Premium = 25¢ per hour

3. Advancement on Wage Schedule

A minimum of one-half of the school year must be worked in order to advance to the next step on the Wage Schedule.

4. Deductions

Upon written authorization from the employee, the Board shall deduct from the wages/salary of the employee and make appropriate remittance for voluntary contributions.

P. Custodian Job Description

Shall do general cleaning and maintenance of building and grounds as assigned by his/her supervisor. Shall be responsible as assigned, for building security during his/her shift. In addition to these requirements, he/she shall: be responsible for general care and minor repair of the building and equipment; care for landscaping as necessary; take care of snow removal as necessary; be alert and aware of maintenance and repair needs; reporting same to his/her building lead custodian; be responsible for various areas and/or equipment that require specialized care and any special assignment assigned by building lead custodian, building administrator, or director of operations. In case of conflict, final authority regarding assignments rests with the director of operations.

Q. Shift Lead Custodian

1. Job Description

As well as possessing the qualifications for custodian, he/she must be capable of handling leadership responsibilities, building emergencies, and overtime approval as needed in the absence of the director of operations, building administrator or building lead custodian.

2. Selection of Shift Lead Custodian
This position of shift lead custodian should be filled by the most qualified applicant. The director of operations, building administrator, and building lead custodian shall be responsible for selecting this position.

R. Building Lead Custodian

1. Job Description
As well as the qualifications for custodian and shift lead custodian, he/she is responsible for the overall condition of the building and grounds, assigning special duties to other custodians and shifts, approving overtime and notation of such in the absence of the building administrator or director of operations, ordering and maintaining building supplies and maintenance of their budget.
2. Selection of Building Lead Custodian
The position of building lead custodian shall be filled with the most qualified applicant. The director of operations and the building administrator shall be responsible for the selection of this position.

S. Maintenance

Job Description

In addition to the duties described in the custodian job description, he/she shall possess those particular trade skills as needed and leadership skills as demanded by the position. Responsibilities may include substantial maintenance and repair work, as well as special assignments from the director of operations.

T. Grounds

Job Description

In addition to the duties described in the custodian job description, he/she shall possess those particular trade skills as needed and leadership skills as demanded by the position. Responsibilities may include substantial maintenance and repair work, as well as special assignments from the director of operations.

XIII. PARAPROFESSIONALS

A. Categories

All paraprofessionals shall be placed in one of the following categories:

- I. In-School Suspension, Alternative Learning Center
- II. Classroom (Regular Education)
- III. Special Education/Individual Needs
- IV. Media Center
- V. Student Supervision (includes lunchroom, parking lot, crossing guard, playground, bus supervision, after-school supervision)

B. Individual Needs Paraprofessional

Employees assigned to a student as an Individual Needs Paraprofessional shall continue to serve that student as he/she progresses through the grades. Under extenuating or unusual circumstances relative to individual student needs, exceptions may be made to this protocol. If the student leaves the district or no longer requires an individual student aide after the school year begins, the employee will be assigned to another position within the district, where previous hours will be guaranteed for the remainder of the current school year.

C. Vacancies - All Paraprofessionals

1. Filling Vacancies

Vacancies which occur will be filled within the category by seniority and minimum qualifications first. Vacancies remaining open will be filled by seniority and minimum qualifications within the classification, except individual needs paraprofessional positions, special education paraprofessional positions, and classroom paraprofessional positions to be filled from the classification shall be selected based on the best qualified. A vacancy remaining open may be filled at the discretion of the board.

2. Individual Needs Paraprofessionals

Individual needs paraprofessionals beginning after 10/1/99 may only apply for a vacancy if their student has left the district or the board has released the paraprofessional from his/her current assignment. Individual needs paraprofessionals holding a position on 9/30/99 will be able to bid out of their position to attain more hours or benefits.

3. Second Semester Vacancies

It is agreed that any paraprofessional positions which open after the beginning of second semester shall be filled by substitutes, and the posting of those positions shall be waived for the remainder of the school year. These positions subsequently shall be available for bid in the fall.

D. Hours / Full Time / Benefits

A paraprofessional employed a minimum of thirty or more hours per week, shall be considered full time. Jobs/assignments may not be combined by the employee, without the written authorization of the employer, to total thirty or more hours per week to create a full time position. Employees who, as of 9/14/99, are between 25 and 29.9 hours will continue to be eligible for benefits as full time employees, as long as their hours remain within this range.

E. Cuts In Hours/Bumping**1. Seniority**

Should the Board of Education choose to reduce hours of an employee, the reduction shall be made to the least senior member within a category. A more senior member, who is qualified, may "bump" a less senior paraprofessional to regain lost hours.

2. Individual Needs Paraprofessionals

Individual needs paraprofessionals may not be bumped from their positions.

F. Displacement

In the event of layoff, a paraprofessional may displace a less senior employee in his/her category or if displacing a less senior employee results in a loss of hours, the employee may displace a less senior employee in another category provided he/she is qualified for that position. Qualified shall mean the employee can assume the position without substantial retraining.

G. Holidays**1. Paid Holiday**

All paraprofessionals shall be entitled to the following paid holidays: New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving, Christmas Eve Day, Christmas Day and the day after Christmas

2. Saturdays and Sundays

When any of the above holidays occur on a Saturday or Sunday, the Board shall schedule equivalent work days off immediately preceding or following the holidays so as to not interrupt regular student attendance days. Holiday pay shall be the salary paid for the regular work day.

3. Stipulations

To receive holiday pay, the employee must work the last regularly scheduled day before and the first scheduled day after the holiday. If the employee is ill on any of the days, the Board may require a doctor's verification of the illness. When a holiday falls during the employee's vacation, the employee shall receive the holiday pay in addition to the employee's vacation pay.

4. Double Time

Every effort shall be made to avoid holiday work. When such work is required, it shall be given to a qualified volunteer(s). If no one volunteers, assignment will be made on the basis of the least senior in the category. Employees working on holidays shall double their normal hourly rate.

H. Vacations for School Year Employees

After five (5) years of service, school year employees shall receive one (1) week paid vacation at Spring Break or the first pay in April, should there be no scheduled Spring Break.

I. "Call In Time for Absences"

Paraprofessionals, in the event of illness, shall notify their supervisor as soon as possible, but not less than one (1) hour before reporting time. Special Education paraprofessionals shall notify their supervisor not less than 1 ½ hours before reporting time.

J. School Closings & Delays

Paraprofessionals will not have to report to work, if excused by their immediate supervisor, and will receive their normal rate of pay for days when schools are closed due to an Act of God, and which are able to be counted as days of pupil instruction for purposes of state aid. On days when schools are closed due to an Act of God which are not able to be counted as days of pupil instruction for purposes of state aid, paraprofessionals shall work on any rescheduled days of student instruction and will be paid at their regular daily rate of pay. Should school be closed for the day and not counted as a contractual student day, those paraprofessionals who do report will be paid \$10.00 per hour, or fractions thereof. The building administrator will determine the length of time for payment on the portion of the day worked. On days when school is delayed, the paraprofessional shall report at the delayed time. The paraprofessional, with approval of the building principal, may report at the regularly scheduled time or make up the lost time. If make-up time is approved, it must be scheduled during the current pay period.

K. Instruction / Planning

Classroom paraprofessionals may not be given full responsibility for instruction or planning.

L. Summer Assignments

Paraprofessionals shall normally be assigned to work during the regular school year. Summer school assignments are at the discretion of the Board.

M. Working When Students Not Present

When approved by the building administrator, paraprofessionals shall have the option of working their regular hours when work is available, and teachers are working with students not present.

N. Wages

1. Longevity

Starting date of employment with Lowell Area Schools shall be used for purposes of determining longevity. If, however, employees have been receiving longevity benefits prior to the 1986-1989 contract, they will not be deprived of any previously enjoyed conditions or advantages. Longevity shall be paid at \$.31 per hour after years 10, 15, 20, 25, and 30.

2. Steps

Paraprofessionals shall move up one step on the wage schedule each year, regardless of the number of hours worked. Paraprofessionals moving from one category or classification to another shall move horizontally to the same step, where it exists, in the new classification.

3. Paraprofessionals Wages

Step	Category I 2000-01	Category II-IV 2000-01	Category V 2000-01
Step 1	13.57	10.50	10.24
Step 2	13.87	11.02	10.74
Step 3	14.17	11.44	11.14
Step 4	14.47	11.84	11.53
Step 5	14.77	12.25	11.95
Step 6	15.10	12.68	12.35

4. Advancement in Salary

A minimum of one-half of the school year must be worked in order to advance to the next step on the Salary Schedule.

5. Deductions

Upon written authorization from the employee, the Board shall deduct from the wages/salary of the employee and make appropriate remittance for voluntary contributions.

6. Training

a. Banked Hours

Thirteen (13) hours will be provided for each special education and classroom paraprofessional to be used throughout the year, to benefit student instruction. The use of these hours is to be approved in advance by the building principal.

b. Orientation

For paraprofessionals moving into a new classroom, two (2) hours of orientation will be provided for the paraprofessional to meet with the teacher.

A handbook and two-hour orientation will be provided for all paraprofessionals new to Lowell Area Schools.

c. Inservice

Two paid $\frac{1}{2}$ day inservices will be provided for all paraprofessionals, at the administrator's discretion.

XIV. SECRETARIES

A. Vacancies

Vacancies shall be filled by seniority and minimum qualifications. A vacancy remaining open may be filled at the discretion of the board.

B. Cuts In Hours/Displacement/Bumping

1. Least Seniored

Should the Board of Education choose to reduce hours of an employee, or implement staff reductions through layoff, the reduction shall be made to the least seniored member within the classification.

2. Bumping

In the event of staff reductions, secretaries occupying positions which are eliminated, will have the right to reassignment into another position occupied by a person with less seniority within the secretarial classification for which he/she is qualified. Reassignments will be made causing the least possible unemployment for the employee.

C. Holidays

1. Paid Holidays

Secretaries shall be entitled to the following paid holidays: New Year's Day, Good Friday, Memorial Day, July 4, if working, Labor Day, Thanksgiving Day, the Friday following Thanksgiving, Christmas Eve Day, Christmas Day, the day after Christmas and-New Year's Eve Day.

2. Saturdays and Sundays

When any of the above holidays occur on a Saturday or Sunday, the Board shall schedule equivalent work days off immediately preceding or following the holidays so as to not interrupt regular student attendance days. Holiday pay shall be the salary paid for the regular work day.

3. Stipulations

To receive holiday pay, the employee must work the last regularly scheduled day before, and the first scheduled day after the holiday. If the employee is ill on any of the days, the Board may require a doctor's verification of the illness. When a holiday falls during the employee's vacation, the employee shall receive the holiday pay, in addition to the employee's vacation pay.

4. Double Time

Every effort shall be made to avoid holiday work. When such work is required, it shall be given to a qualified volunteer(s). If no one volunteers, assignment will be made on the basis of the least seniored within the building. Employees working on holidays shall double their normal hourly rate.

D. Vacations**1. Vacation Requests - Twelve Month Employees**

Employees shall submit written vacation requests to the supervisor at least two (2) weeks prior to vacation time desired. Vacation time may be granted any time during the year by the supervisor. Vacations shall be taken in five day blocks, whenever possible. Vacations may be split into one or more days with the approval of the immediate supervisor. If two employees from the same office request identical dates at the same time, the employee with the most seniority shall be honored. Employees cannot be bumped from vacation dates once they are scheduled.

2. Prorated Vacation and Termination

Unearned vacation leave credited to the employee on July 1 shall be prorated if the employee leaves prior to June 30 of the following year. If more days have been taken than earned, the employee will be expected to reimburse the district for days taken.

3. New Employees - Twelve-Month Employees

The anniversary date of all paid vacations for twelve (12) month employees shall be July 1 of each year. New employees shall earn 1/2 day of vacation per month worked up to five (5) full days prior to the first July 1 of employment. New employees earning 3 1/2 days or more days of vacation shall be credited with fulfilling the first step of the vacation schedule.

Those earning three (3) days or less on the first July 1 shall receive five (5) days of paid vacation at the next July 1.

4. Eligibility - Twelve-Month Employees

Each July 1 thereafter, the employee shall be eligible for ten (10) days of paid vacation. On each July 1 after the employee's fifth year of employment, the employee shall be eligible for fifteen (15) days of paid vacation; on each July 1 after the employee's tenth year of employment, the employee shall be eligible for twenty (20) days of paid vacation.

5. Stipulations - Twelve-Month Employees

Vacation pay shall amount to regular hours of pay at the employee's regular rate. Two weeks of vacation may be carried into the succeeding year at the salary at the time earned.

6. Vacations for School Year Employees

After five (5) years of service, school year employees shall receive one (1) week paid vacation at Spring Break or the first pay in April should there be no scheduled Spring Break.

E. "Call In Time" for Absences

Secretaries, in the event of illness, shall notify their supervisor as soon as possible, but not later than one (1) hour before reporting time.

F. School Closings

Secretaries will work on days when schools are closed due to an Act of God, unless excused by their immediate supervisor.

G. Work Day/Work Week**1. Work Day**

The normal work day for all secretaries shall be eight hours, the actual hours worked to be arranged with the immediate supervisor.

2. Work Week

The normal work week shall be forty (40) hours per week, Monday through Friday.

3. Employee Calendar

A calendar indicating scheduled work days will be mailed to each secretary at the first August payroll each year.

H. Wages**1. Longevity**

Starting date of employment with Lowell Area Schools shall be used for purposes of determining longevity. If, however, employees have been receiving longevity benefits prior to the 1986-1989 contract, they will not be deprived of any previously enjoyed conditions or advantages.

Longevity shall be paid at \$.31 per hour after years 10, 15, 20, 25, and 30.

2. Steps

Secretaries shall move up one step on the salary schedule each year, regardless of the number of hours worked. Secretaries moving from one classification to another shall move horizontally to the same step, where it exists, in the new classification.

3. Wages

SECRETARIAL WAGES

	2000-01
Step 1	11.41
Step 2	11.67
Step 3	11.95
Step 4	12.20
Step 5	12.47
Step 6	12.76
Step 7	13.00
Step 8	13.27
Step 9	13.54
Step 10	13.80
Step 11-15	14.09
Step 16-20	14.38
Step 21-25	14.62
Step 26-30	14.89

OFFICE ASSISTANT WAGES

Step	2000-01
Step 1	10.50
Step 2	11.02
Step 3	11.44
Step 4	11.84
Step 5	12.25
Step 6	12.68

*\$.45 premium for secretary serving as H. S. Registrar, \$.30 premium for M.S. Registrar

4. Advancement in Salary

A minimum of one-half of the school year must be worked in order to advance to the next step on the Salary Schedule.

5. Deductions

Upon written authorization from the employee, the Board shall deduct from the wages/salary of the employee and make appropriate remittance for voluntary contributions.

XV FOOD SERVICE

A. Vacancies

Vacancies will be filled by seniority and minimum qualifications within the food service classification. The Assistant Director and Head Cook positions shall be filled by the best qualified person. Internal food service employees will be considered first.

B. Breaks

Food Service Employees working less than 2 hours 30 minutes shall not be entitled to a paid break. Those Food Service Employees working 2 hours 30 minutes up to 4 hours shall be entitled to 15 minutes of paid break time. Food Service Employees working more than 4 hours shall be entitled to 30 minutes of paid break time. Breaks begin with the time Food Service Employees leave the work station.

C. Cuts in Hours/Bumping

Should the Board of Education choose to reduce hours of an employee, the reduction shall be made to the least senior member. A more senior member, who is qualified, may "bump" a less senior food service employee to regain lost hours.

D. Displacement

In the event of layoff, a food service employee may displace a less senior employee provided he/she is qualified for that position. Qualified shall mean the employee can assume the position without substantial retraining.

E. Holidays

All Food Service Employees shall be entitled to the following paid holidays: Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Day, day after Christmas, New Years Day, Good Friday, and Memorial Day.

1. Stipulations

To receive holiday pay, the employee must work the last regularly scheduled day before, and the first scheduled day after the holiday. If the employee is ill on any of the days, the Board may require a doctor's verification of the illness in order to receive the holiday pay.

2. Saturdays and Sundays

When any of the above holidays occur on a Saturday or Sunday, the Board shall schedule equivalent work days off immediately preceding or following the holidays so as to not interrupt regular student attendance days. Holiday pay shall be the salary paid for the regular work day.

3. Double Time

Every effort shall be made to avoid holiday work. When such work is required, it shall be given to a qualified volunteer(s). If no one volunteers, assignment will be made on the basis of the least senior in the category. Employees working on holidays shall double their normal hourly rate.

F. Vacations

After five (5) years of service, school year employees shall receive one (1) week paid vacation at Spring Break or the first pay in April should there be no scheduled Spring Break.

G. Call in Time

When a Food Service Employee is ill, the Food Service Supervisor must be notified at least one and one-half (1½) hours prior to starting time.

H. School Closings & Delays

Food Service Employees will not have to report to work, if excused by their immediate supervisor, and will receive their normal rate of pay for days when schools are closed due to an Act of God and which are able to be counted as days of pupil instruction for purposes of state aid. On days when schools are closed due to an Act of God which are not able to be counted as days of pupil instruction for purposes of state aid, food service staff shall work on any rescheduled days of student instruction and will be paid at their regular daily rate of pay. In the event that a snow day occurs, individual persons required by the Food Service Director to come in to take care of food or perform other duties shall be paid for the time worked and the snow day benefit as described above. On days when school is delayed, Food Service Employees shall report at their regularly scheduled time, or at a time agreed upon with the Food Service Director.

I. Insurance

Thirty-Hour Employees

Food Service Employees working a minimum of thirty (30) hours per week shall be eligible for insurance benefits on the following basis:

1. The Board of Education will pay 100% medical health care protection (MESSA) for food service employees and their eligible dependents who have no health care from another source.

Health	Super Care I \$50/\$100 deductible \$2.00 RX co-pay includes \$5,000 Life insurance with AD&D
--------	---

2. The Board will pay 100% group dental and vision cost per month for employees who do not elect medical health care protection.

Vision Plan Year July 1 to June 30	Set Group Vision Plan	
Dental Plan Year Jan. 1 to Dec. 31	Delta	
	Basic Benefit	100%
	Major Services	90%
	Yearly max.	\$1,000
	Orthodontic	90%
	Lifetime max.	\$1,500

3. Group Dental

The board will provide to each employee working 20 hours or more and their eligible dependents MESSA/Delta Dental with orthodontic rider with suffix coordination (75-50-50-\$500).

4. Life Insurance

The board will provide to each employee working 15 hours or more \$10,000 life insurance with AD&D.

J. Wages

1. Salary Schedule

Food Service Employees and Van Drivers

<u>Step</u>	<u>00-01</u>
1	\$ 10.38
2	10.58
3	10.86
4	11.08
6	11.41
9	11.57
11	11.78
16	11.98

Head Cook, additional 60¢ per hour.

Assistant Director, additional \$1.00 per hour.

2. Advancement in Salary

A minimum of one-half of the school year must be worked in order to advance to the next step on the Salary Schedule.

3. Determining Pay for Days Off

All Food Service employees will be compensated for paid leave days, based on their regularly scheduled hours provided the "regularly scheduled" hours correspond with the hours normally worked.

4. Catering

Food Service Employees shall sign up for catering/banquet work on a rotating basis at the beginning of each school year. Employees who wish

to be added to the catering roster throughout the year should contact the Food Service Director and may be considered if work is available.

Work will be offered on a voluntary basis and, if no volunteers are available, catering work may be contracted out. Employees signing up for catering work may decline a maximum of five times and may then be removed from the roster, at the discretion of the Food Service Director. Forty eight (48) hours notice will be given, when possible, for catering work occurring outside of normal working hours.

Food Service Employees will receive catering wages in the amount of \$1.00 per hour over their current rate, if such catering takes place outside of normal working hours.

5. Sundays

Food Service staff required to work Sundays shall be paid at a double time rate.

6. Overtime

Food Service Employees working more than 40 hours per week shall be paid time and one half. They shall receive double time for working Sundays.

7. Retaining Food Service Employees

When a Food Service Employee retires or terminates his/her employment and returns to work, sick days and wages will start at Step 1.

K. Records

Each Food Service Employee must prepare reports and keep all records required.

L. Type A Lunch

Food Service Employees will be allowed one type A lunch for each day they work.

M. Appearance

1. Apparel

All Food Service Employees, except the van driver, shall dress as follows for work:

<u>Apparel</u>	<u>Description</u>
Slacks/Skirt/Walking Shorts	Black, white, or khakis, blue jeans on Fri.
Shirt, short-sleeved	Pastel or bright color (No gray, black browns, no written messages without supervisor's approval)
Cardigan Sweater	White or pastel
Shoes	Sturdy, enclosed heel and toe

2. General Appearance

All clothing shall be modest, clean and in good repair. Jewelry shall be limited to wedding ring set, earrings, and wrist watch. Finger nails shall be clean, trimmed, no polish, no artificial nails. The van driver is expected to wear neat and clean clothing.

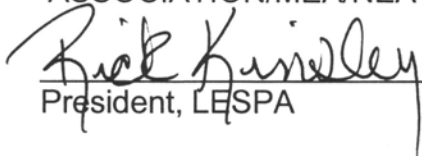
3. Provided

Protective aprons shall be provided by school food service to wear during cooking, serving and dishwashing.

N. In-Service Training


Up to 2 hours of in-service training will be provided each school year, for each food service employee.


LOWELL SUPPORT STAFF
ASSOCIATION/MEA/NEA



President, LESPA

LOWELL AREA SCHOOLS
BOARD OF EDUCATION



President


Secretary

APPENDIX ACUSTODIANS SENIORITY LIST
As of December 28, 1999

	<u>Date of Hire</u>
Ken Lee	08/02/72
Ed Hull	10/29/74
Brian Drake	02/02/76
Rick Kinsley	08/15/83
Dan Shore	07/01/85
Todd Lenneman	09/09/85
Jody Mercer	05/29/87
Bill Childs	11/20/89 (recalled 11/01/93)
Scott Rollins	05/31/90 (recalled 01/24/94)
Walt Batt	10/14/91 (recalled 05/02/94)
Jim Hodges	04/13/92 (recalled 05/09/94)
Jim Zywicki	08/29/94
Don Kermeen	08/29/94
David Vaught	08/29/94
Tim Bergy	10/10/94
Diana Batt	02/01/95
Ken Gregersen	02/01/95
Larry Wenger	10/30/95
Michael Barrett	01/05/98
Mark Neubecker	01/06/98
Steven Nelson	03/16/98
Dave Gregaitis	06/15/98
Dave Jones	02/01/99
Pat Hoag	06/26/00
Marcy Merritt	07/03/00

APPENDIX B**SECRETARY SENIORITY LIST
As of August 15, 2000**

	<u>Date of Hire</u>
Bonnie Gokey	08/01/67
Marcia Ebling	09/15/80
Maureen Kissinger	01/02/86
Ilene Roth	08/14/89
Nancy Biener	08/28/92
Elizabeth Maki	08/22/94
Kim Nyson	09/08/94
Nancy Richardson	09/12/94
Lisa Nauta	11/15/95
Gail Hutchinson	02/09/98
Joan Weeber	03/29/99
Joanne Wierenga	08/09/99
Sharon Ellison	08/07/00

**OFFICE ASSISTANT SENIORITY LIST
As of September, 2000**

	<u>Date of Hire</u>
Theresa Mundt	08/24/95
Cathy Kulhawik	08/15/96
Nancy Dood	08/19/99 (retains seniority in Office Assistant Category until 02/01)
Christina Manion	10/14/99
Beth Ball	9/5/00
Renay Bouwhuis	9/11/00

APPENDIX CPARAPROFESSIONALS SENIORITY LIST
As of December 28, 1999

	<u>Date of Hire</u>
VanAmburgh, Sharon	09/18/78
Phillips, Bette	08/29/83
Bruinsma, Rose	09/07/83
Yakes, Mary	11/04/83
Phillips, Sue	08/23/85
Briggs, Shirley	09/04/85
Groeneweg, Jackie	10/20/86
Wilmarth, Irene	09/22/87
Oesch, Donna	09/22/87
Zeeuw, Nan	09/22/87
Tindall, Barb	08/26/88
Reed, Pat	08/26/88
Wade, Mary Beth	10/05/88
Meiste, Bonnie	08/26/88
Sanborn, Patti	08/27/92
Howes, Linda	12/21/94
Fredline, Vickie	08/24/95
Farley, Teresa	08/24/95
Manion, Christina	08/24/95
Trierweiler, Merilee	08/24/95
Hines, Sharon	09/25/95
Jernigan, Sally	12/01/95
Koning, Cindy	01/08/96
Beddows, Carmen	03/18/96
Lyons, Dianna	04/08/96
Bieber, Marcia	08/15/96
Hovinga, Carol	08/16/96
Kermeen, Carly	08/19/96
Kerr, Terri	08/20/96
Neubecker, Denise	08/20/96
Sprague, Dawn	08/21/96
Yakes, Michelle	08/22/96
Dood, Nancy	08/26/97
Rozema, Marta	11/25/97
Ossewaarde, Gloria	03/09/98
Sova, Sue	08/25/98
Wright, Lynda	08/25/98
Vogel, Barb	08/25/98
Wernet, Sue	08/25/98
Bouwhuis, Renay	08/25/98

Schaefer, Jodi	09/03/98
Krieg, Kim	09/18/98
Bishop, Bonnie	11/23/98
Pratt, Vicki	01/04/99
Lewis, Amanda	08/27/99
Zuiderveen, Ruth	09/07/99
Cummings, Karen	09/09/99
Aeder, Diana	09/09/99
Ball, Beth	09/09/99
Kuhn, Mary	10/13/99
Meppelink, Lois	10/29/99
Osborn, Debra	11/22/99
Harreld, Patti	12/13/99

All paraprofessionals hired on the same date, are in the correct order.

APPENDIX D**FOOD SERVICE SENIORITY LIST**

<u>Name</u>	<u>Date of Hire</u>
Thomet, Pat	1-1969
Osmolinski, Chris	7-1979*
Flangan, Kathy	9-1979
Condon, Pat	7-1983*
Mesler, Marla	3-1984
Martin, Elaine	10-1985
Wernet, Laurie	12-1986
Hendrick, Sandy	8-1987
Roy, Diane	2-1988
McClure, Darlene	4-1989
Rice, Robin	10-1989
Metternick, Carrie	8-1990
Wittenbach, Mary	8-1993
Briggs, Robin	2-1994 (1)
Kiczenski, Carrie	2-1994 (2)
Schmidt, Vicki	8-1994 (1)
Barber, Ardis	8-1994 (2)
Gochenour, Cecil	9-1994 (1)
Nowak, Lori	9-1994 (2)
Hoag, Dorothy	9-1994 (3)
Niewiadomski, Michelle	10-1994
Wieland, Sharon	8-1996
Harden, Paula	9-1996
Baker, Karen	9-1997
Pedley, Karen	08/24/98 (1)
Guernsey, Dawn	08/24/98 (2)
Huver, Lori	08/19/99
Brenk, Nancy	11/08/99
Wolf, Mary	11/29/99 (1)
Mol, Janice	11/29/99 (2)
Acevedo, Adelaida	12/10/99

"Employment" means the first day worked on a regular work day.

APPENDIX E
GRIEVANCE FORM

Grievance No. _____

Copy to : Grievant

Supervisor _____

Association _____

LOWELL ESP GRIEVANCE REPORT FORM
KCEA/MEA/NEA

Name of Grievant: _____ Building _____

Date of Alleged Occurrence: _____

LEVEL I

• (Informal Discussion) Date: _____

LEVEL II

A. Formal Statement of Grievance _____

• Contract Article and Section

Involved: _____

Relief Sought: _____

Signature (Grievant(s)): _____

Date: _____

B. Assistant Superintendent's Response

• Date of Meeting: _____

• Assistant Superintendent's Response:

LEVEL III - Arbitration:

A. Association - Demand to Arbitrate

Date: _____

B. Arbitrator's Decision: _____

APPENDIX F
 Lowell Area Schools
Annual Work Experience Evaluation
 Support Staff

Employee: _____ Building: _____ Job Position: _____

A. Job Performance

	Exceeds Job Requirements	Meets Job Requirements	Does Not Meet Job Requirements
1. Job Knowledge: Able to perform his/her job and related tasks in a competent manner	_____	_____	_____
2. Quantity of Work: Is able to complete the required volume of work	_____	_____	_____
3. Quality of Work: Work meets acceptable standards of quality	_____	_____	_____
4. Dependability: Work is on time	_____	_____	_____
5. Cooperation (Supervisor): Maintains an effective working relationship	_____	_____	_____
6. Cooperation (Fellow Employees): Demonstrates a concern for others and maintains an effective working relationship	_____	_____	_____
7. Loyalty: Demonstrates a positive attitude toward his/her position and the school	_____	_____	_____
8. Attendance/Punctuality: Is consistently on time and regular in attendance	_____	_____	_____
9. Public Relations: Presents a positive self image as an employee	_____	_____	_____
10. Safety Habits: Observes all safety rules	_____	_____	_____
11. Participates in inservice training	_____	_____	_____

B. Personal Characteristics

1. Resourcefulness: A self-starter, keeps constructively occupied	_____	_____	_____
2. Adaptability: Learns new jobs and handles change easily	_____	_____	_____
3. Job Judgement: Is able to make sound decisions based on the circumstances	_____	_____	_____

	Exceeds Job Requirements	Meets Job Requirements	Does Not Meet Job Requirements
4. Health: Is physically/mentally able to perform all assigned tasks	_____	_____	_____
5. Courtesy: Is consistently respectful of other persons	_____	_____	_____
6. Personality: Is outgoing and gets along well with others	_____	_____	_____
7. Enthusiasm: Is energetic and displays an interest in his/her work	_____	_____	_____
8. Responds positively to criticism	_____	_____	_____
9. Appearance: General appearance creates a favorable impression	_____	_____	_____

C. Comments

D. Employee Recommendation:

- _____ Recommend Continued Employment
- _____ Recommend Continued Employment, But Improvements Must Be Made
- _____ Recommend That Steps Toward Termination Be Pursued

Employee: _____ Date: _____
My signature does not indicate either approval or disapproval of this evaluation's contents.

Evaluator: _____ Date: _____

APPENDIX F (cont.)

Lowell Area Schools
Annual Work Experience Evaluation
Maintenance and Custodial Staff

Employee _____ Building _____ JobPosition _____

A. Job Performance

	Exceeds Job Requirements	Meets Job Requirements	Does Not Meet Job Requirements
1. Job Knowledge: Able to perform his/her job and related tasks in a competent manner	_____	_____	_____
2. Quantity of Work: Is able to complete the required volume of work	_____	_____	_____
3. Quality of Work: Work meets acceptable standards of quality	_____	_____	_____
4. Dependability: Work is on time	_____	_____	_____
5. Cooperation (Supervisor): Maintains an effective working relationship	_____	_____	_____
6. Cooperation (Fellow Employees): Demonstrates a concern for others and maintains an effective working relationship	_____	_____	_____
7. Loyalty: Demonstrates a positive attitude toward his/her position and the school	_____	_____	_____
8. Attendance/Punctuality: Is consistently on time and regular in attendance	_____	_____	_____
9. Public Relations: Presents a positive self image as an employee	_____	_____	_____
10. Safety Habits: Observes all safety rules	_____	_____	_____
11. Participates in inservice training	_____	_____	_____

B. Personal Characteristics

1. Resourcefulness: A self-starter, keeps constructively occupied	_____	_____	_____
2. Adaptability: Learns new jobs and handles change easily	_____	_____	_____
3. Job Judgement: Is able to make sound decisions based on the circumstances	_____	_____	_____

	Exceeds Job Requirements	Meets Job Requirements	Does Not Meet Job Requirements
4. Health: Is physically/mentally able to perform all assigned tasks	_____	_____	_____
5. Courtesy: Is consistently respectful of other persons	_____	_____	_____
6. Personality: Is outgoing and gets along well with others	_____	_____	_____
7. Enthusiasm: Is energetic and displays an interest in his/her work	_____	_____	_____
8. Responds positively to criticism	_____	_____	_____
9. Appearance: General appearance creates a favorable impression	_____	_____	_____

C. Comments

Building Supervisor or Administrator _____

Teachers or others affected by his/her work

Employee: _____ Date: _____

My signature does not indicate either approval or disapproval of this evaluation's contents.

Evaluator: _____ Date: _____