2020-2024

AGREEMENT BETWEEN

THE BOARD OF EDUCATION

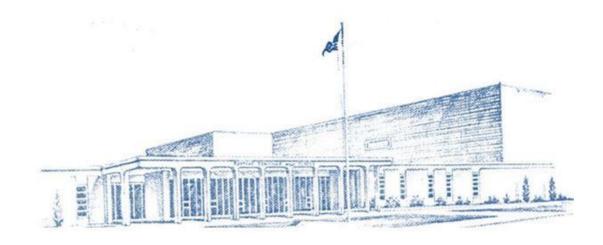
OF

PONTIAC TOWNSHIP HIGH SCHOOL

DISTRICT NO. 90

AND

THE PONTIAC HIGH SCHOOL STAFF ASSOCIATION



Contents

ARTICLE I: Recognition	1
ARTICLE II: Association Rights	1
ARTICLE III: Negotiation Procedures	2
ARTICLE IV: Grievance Procedure	3
ARTICLE V: Disciplinary Action	5
ARTICLE VI: Seniority	6
ARTICLE VII: Reduction in Force	7
ARTICLE VIII: Workday	7
ARTICLE IX: Vacancy	8
ARTICLE X: Insurance	8
ARTICLE XI: Overtime	8
ARTICLE XII: Holidays	9
ARTICLE XIII: Uniforms	9
ARTICLE XVI: Hepatitis B Vaccine	10
ARTICLE XV: Training	10
ARTICLE XVI: Leave	10
ARTICLE XVII: Retirement Incentive	12
ARTICLE XVIII: Evaluation	12
ARTICLE XIX: Wages	13
ARTICLE XX: Effect of Agreement	14
ADDENIDITY As Cusatidan Evaluation Instrument	15

ARTICLE I: Recognition

The Board of Education of Pontiac Township High School District No. 90, Livingston County, Illinois, hereinafter referred to as the "Board" hereby recognizes the Pontiac High School Staff Association, IEA/NEA, hereinafter referred to as the "Association", as the exclusive and sole bargaining agent for all full-time and regularly employed part-time custodial and maintenance staff. Excluded are all supervisory, confidential, managerial and short-term employees as defined by the Illinois Educational Labor Relations Act.

Student workers who are hired as additional summer help for the custodial-maintenance employees shall not be considered bargaining unit members.

ARTICLE II: Association Rights

2.1 Facilities, Communications Systems and Bulletin Boards

The Association may use school facilities for meetings for the purpose of conducting Association business. All meetings shall be conducted outside Employee work hours unless said meetings are scheduled otherwise by mutual agreement of the parties. Facilities shall be obtained by completing a facilities request form, if necessary.

Duly authorized representatives of the Association and its affiliates will be permitted to transact official Association business on school property provided it does not interfere with or interrupt school operations. Furthermore, the Association will be permitted to use the school mail and computer systems and other forms of communication such as fax, copier, electronic mail, telephone, or voice mail, provided it does not interfere with or interrupt school operations.

The Association shall be able to post Association literature on bulletin boards within the custodial office.

2.2 Member Information

The Association president shall be furnished the following information concerning any newly hired Employee of the bargaining unit within ten (10) calendar days after the Board approves said Employee's employment:

- A. Name,
- B. Assignment,
- C. Rate of Pay, and
- D. Date of Employment.

2.3 Personnel File

Members of the bargaining unit shall have the right, upon request and at a time mutually convenient to the parties but not to be unreasonably delayed, to review the contents of their own personnel file as maintained by the District. A representative of the Association may, at the employee's request, accompany the employee in this review. Privileged information, such as letters of reference, shall be specifically exempted from such a review. A staff member may write a response to any material contained in his/her personnel file, and this response will also be placed in the member's personnel file. The Administration shall provide the employee with a copy of any disciplinary or evaluative material prior to it being placed in the employee's personnel file. Upon reasonable request, the employer shall reproduce any non-exempt materials in the employee's personnel file.

2.4 Association Dues Deduction

A: Employee Payroll Deduction

The Board shall deduct from an employee's pay the current PHSSA/IEA/NEA dues of the Association, provided the Board has the employee's authorization for continuing dues deduction. The amount of the dues deduction shall be annually certified by the Association. The authorization shall remain in effect until such time as the Association or the employee advises the Board that it has been revoked. Dues deductions shall be uniform throughout the annual period for each employee, unless that employee's work day or work year is substantially changed, otherwise requiring modification of that employee's payroll amounts or procedures. All employees shall have their dues deducted in substantially equal amounts over twelve months.

B: Remittance to Association

The Board shall remit to the Association all amounts deducted for Association dues within ten (10) calendar days after such deductions are made.

ARTICLE III: Negotiation Procedures

- The parties shall commence bargaining for a successor Agreement no earlier than April 15 unless otherwise agreed to by the parties.
- 3.2 It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this Agreement declares impasse. Should FMCS be unavailable, the parties may commence discussion as to a replacement.
- 3.3 During negotiations, tentatively agreed upon materials shall be prepared by the Board of Education for the Board and the Association and signed prior to the adjournment of the meeting at which such agreement was reached or shall be presented as the first item of business at the next meeting. Any tentative agreement is considered tentative until ratification by the Association and adoption by the Board of Education.

- It is the mutual responsibility of both the Board and the Association to confer upon their representatives the necessary power and authority to make and discuss proposals, make counterproposals in the course of negotiations, and to reach common concerns; provided however, such authority shall not be construed as acceptance, tentative or otherwise, of any such proposal by the Board. Either party may request of the other to substantiate any statistics and requests presented as exhibits. It is agreed that mutual sharing of information available will be the general policy under which both parties operate. Either party will be allowed a reasonable time to examine exhibits or requests presented and to record and prepare its own information or requests. A request for fact gathering shall be at the expense of the party making the request.
- 3.5 When the Association and Board reach tentative agreement on all matters being negotiated, the items will be reduced to one document and shall be submitted to the membership of the Association for ratification and to the Board for official approval.
- 3.6 The costs, if any, for the mediator shall be equally shared by the Board and the Association.
- 3.7 The Pontiac High School Staff Association hereby agrees not to strike, or engage in or support or encourage any concerted refusal to render full and complete services in the School District or to engage in or support any activity whatsoever which would disrupt in any manner the operation of the school during the term of this agreement.

ARTICLE IV: Grievance Procedure

4.1 The Board and the Association acknowledge the grievance procedure is to implement the process outlined in this Article so that every attempt is made to resolve grievances at the lowest possible Level. Any Employee who has a complaint or concern is encouraged to discuss the matter informally with his/her immediate supervisor in an attempt to resolve the matter.

4.2 Definitions

- **A.** A grievance is a written assertion of an alleged misapplication, misinterpretation or violation of this Agreement.
- **B.** A grievance may be filed by any member of the Bargaining Unit and/or the Association.

4.3 Conditions

- A. Employee and/or Association representatives who participate in these grievance procedures will not be subject to discipline or reprisal because of such participation. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- **B.** Since it is important that grievances be processed in a timely manner, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

- The term "days" as used in this procedure shall mean days the District Office is open for business.
- C. Every effort shall be made to process grievances outside the work hours of the grievant. Should the investigation or processing occur during regular work hours, the Employee and the Association will work with the immediate supervisor to secure approval to be released from work.
- D. When requested by an Employee, an Association representative may accompany the Employee to assist at any of the following levels. The Association maintains the right to attend and participate in any and all grievance meetings. Levels One and Two of the procedure may be bypassed by agreement of the Superintendent and Association representative.

4.4 Grievance Prevention Step

It is agreed that concerns arising between the Employee and the administration/Board (which may or may not develop into a grievance) be resolved through free and informal communications between the parties concerned. When informal discussions fail to satisfy the matter, a formal grievance may be processed according to the following:

A. Level One: File Grievance/Building Meeting

If the matter cannot be resolved informally, the aggrieved Employee or the Association shall file the grievance in writing with the immediate Supervisor. The written grievance will state the nature of the grievance, specific clause or clauses of the Agreement allegedly violated, and the remedy requested. The filing of the grievance at Level One must be within ten (10) days from the date of the alleged violation. Within five (5) days after such written grievance is filed, the Employee, the Association representative and the immediate Supervisor shall meet to resolve the grievance. The Supervisor shall make a decision on the grievance and communicate it in writing to the Employee, the Association and the Superintendent within five (5) days.

B. Level Two: District Office Meeting

In the event a grievance has not been satisfactorily resolved at Level One, the aggrieved Employee or the Association shall file, within five (5) days of the receipt of the Supervisor's written decision at Level One, a copy of the grievance with the Superintendent. Within five (5) days after such written grievance is filed, the Employee, the Association representative, the Supervisor, and the Superintendent or his/her designee, shall meet to resolve the grievance. The Superintendent, or his/her designee, shall make a decision on the grievance and communicate it in writing to the Supervisor, the Employee and the Association within five (5) days.

C. Level Three: Board Meeting

If a satisfactory resolution is not reached at Level Two, the Association shall file a copy of the grievance with the Board within fifteen (15) days of the Superintendent's written decision at Level Two. The Employee, the Association representative, the Superintendent or his/her designee and the Board shall meet at the next regularly scheduled Board meeting to resolve the grievance, provided the grievance was filed at least seven (7) days prior to the Board meeting. Otherwise, the grievance will be heard at the next regularly scheduled Board meeting. The Board shall make a decision on the

grievance and communicate it in writing within fifteen (15) days to the Employee, the Association, the Supervisor and the Superintendent.

D. Level Four: Arbitration

If a satisfactory resolution is not reached at Level Three, the Association may submit the grievance to final and binding arbitration to either the American Arbitration Association (AAA) which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within fifteen (15) days of the date of the Board's written decision, then the grievance shall be deemed withdrawn.

- 1. The arbitrator shall have no power to alter, amend, modify, nullify, ignore or add to the terms of this Agreement.
- **2.** Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the grievant and the Board.
- 3. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the parties.

ARTICLE V: Disciplinary Action

Disciplinary action shall be administered pursuant to the following:

5.1 Representation

In the event an Employee is required to attend a meeting, the outcome of which can be reasonably anticipated to result in some disciplinary action being taken against the Employee, the Employee shall be informed of his/her right to Association representation.

Except in the case of an emergency, when an Employee requests representation, the Employee shall be afforded reasonable time as the circumstances dictate to secure such representation.

5.2 Disciplinary Procedures

Discipline is intended to correct misconduct and will be administered in a timely manner and as not to cause unnecessary embarrassment to the Employee. Progressive discipline shall be used.

Steps of progressive discipline are:

- 1. Verbal warning;
- 2. Written warning;
- 3. Suspension without pay; and
- 4. Dismissal.

5.3 Just Cause

A non-probationary employee shall not be disciplined (written warning, suspension without pay, or dismissal) without just cause.

ARTICLE VI: Seniority

Seniority is the length of an employee's service starting with the first day on which duties are performed.

7.1 Accruing Seniority

ESPs shall be employed on a probationary basis until successful completion of ninety (90) days of continuous employment.

Employees regularly scheduled to work over six (6) hours per day and who work at least 170 days in a fiscal year shall gain one (1) full year of seniority. Employees regularly scheduled to work six (6) hours or less per day and who work at least (170) days in a fiscal year shall gain one-half (1/2) year of seniority.

7.2 Seniority is lost upon the following:

- 1. Resignation
- 2. Dismissal for cause
- 3. Retirement

7.3 Seniority is retained but shall not accrue during the following:

- 1. Unpaid leave of absence
- 2. Unpaid sick leave
- 3. Period of layoff as established by this Agreement

7.4 Seniority Continues to Accrue during the Following:

- 1. Paid leave of absence.
- 2. Temporary disability under IMRF

7.5 Seniority Lists

An updated seniority list shall be provided annually to the Association President prior to February 1 of each year and posted for employees to review. Employees shall have thirty (30) days after such posting to file a written objection to his/her placement (i.e., years of seniority) on the seniority list.

ARTICLE VII: Reduction in Force

8.1 Notification

Should the Board of Education determine to reduce the total number of employees or reduce the hours of an employee, the Board of Education or the superintendent shall notify the Association and the employee at least forty-five (45) days before the effective date of the dismissal or reduction in hours.

8.2 Order

Employees shall be laid off in the inverse order of their seniority. If, between two (2) or more Employees, the length of service (i.e. seniority) is the same, the tie will be broken by the drawing of lots.

8.3 Recall

Employees who are reduced in force shall have recall rights for a period of one (1) year, measured from the first day of the fiscal year following the reduction in force.

8.3.1 Notice of Recall

An employee subject to recall shall be notified in writing of the vacant position. Should an employee refuse to accept a vacant position of at least an equal number of hours to the position from which the employee was dismissed or reduced within ten (10) business days of receipt of notice, that employee's recall rights shall be terminated, and the position shall be offered to the next employee with recall rights who is qualified to fill the position. Employees on layoff are obligated to advise the administration office of their current address and telephone number so as to facilitate notice of recall.

8.3.2 Retained Rights After Recall

Recalled employees shall have the accumulated sick leave, salary schedule position, and seniority they had when honorably dismissed.

ARTICLE VIII: Workday

The normal workday for Custodians and Maintenance employees shall be eight (8) hours. The workday shall include two (2) paid breaks consisting of fifteen (15) minutes each as well as an unpaid meal break consisting of no less than thirty (30) nor more than sixty (60) consecutive minutes, as determined by the Superintendent or his designee with input from the employee. No permanent or long-term change in the break shall be made without at least five (5) working days' notice to the employee. One (1) of the paid breaks shall occur before the meal break, and the other shall occur after the meal break. The scheduling of the paid breaks shall be subject to the approval of the Superintendent or his/her designee,

with input from the employee, and shall not occur immediately before or after the meal break. Employees shall not leave the premises during a paid break without the prior permission of the Superintendent or his/her designee.

Any employees hired to work less than full time shall receive one (1) paid fifteen (15) minute break for every four hours worked. In addition, should the employee work more than five (5) hours in one day, they shall receive an unpaid meal break consisting of at least thirty (30) consecutive minutes.

Shifts may be combined during the summer, winter, or spring breaks or during other non-attendance days. No shift differentials will be lost as a result of the combining of shifts during these breaks.

ARTICLE IX: Vacancy

A vacancy in the bargaining unit is created upon the retirement, dismissal, resignation or death of an employee or upon action by the Board to create a new position in the bargaining unit or modify existing positions within the bargaining unit. Vacancies shall be posted in the custodial office for at least five (5) working days. A copy of the posting shall also be delivered to the Association President. Bargaining unit members shall be given consideration in filling the vacancy, if they choose to apply for a vacancy, over the hiring of a new employee.

ARTICLE X: Insurance

The Board of Education will pay the individual employee's health insurance premium for the duration of this Agreement. In addition, the Board shall pay the individual employee's premium for dental insurance for the duration of this agreement.

Individuals who sign an annual opt-out agreement prior to September 1 each year shall receive a \$2000.00 stipend. Approved qualifying events that change one's insurance status would require a prorated reimbursement to the District by the employee for the remaining days until the next renewal period (September 1).

ARTICLE XI: Overtime

Employees will receive additional compensation for pre-scheduled and pre-approved overtime work. Overtime is calculated on hours worked in excess of forty (40) in one (1) workweek, Monday through Sunday. Hours worked include paid holidays, vacations, sick leave or other approved paid leaves. An Employee authorized to work overtime (over 40 hours in a 1-workweek period) will be compensated at the rate of one and one-half (1 ½) times his/her regular rate of pay.

Regular working hours shall not be modified for the sole purpose of avoiding overtime unless the employee and Association are consulted in advance.

Any work created by an agreement between the District and an outside entity (i.e. a religious organization, non-school related sporting or social event, etc.) shall be subject to the provisions of this agreement. An outside entity many not waive the use of bargaining unit members in an effort to avoid costs associated with their use of the facilities unless the Association and administration agree otherwise.

ARTICLE XII: Holidays

The following are paid holidays for all full-time employees, unless school is in session on such days:

New Year's Day Columbus Day
Martin Luther King Jr. Day Veterans Day
Presidents' Day Thanksgiving Day

Good Friday Day After Thanksgiving
Memorial Day Christmas Eve (1/2 Day)

Independence Day Christmas Day

Labor Day New Year's Eve (1/2 Day)

If a holiday falls on a Saturday or Sunday or on a day when school is in session, employees will receive an additional holiday to be determined by the Superintendent or his/her designee, with input from the employee. Such additional day shall be scheduled on a day when school is not in session.

ARTICLE XIII: Uniforms

The employer shall furnish uniforms for each regular full-time employee who has completed the probationary period set forth in Article VII. Uniforms shall consist of three (3) shirts for each employee. Uniforms shall be worn while on duty and only to and from work.

The employee shall be responsible for the care and upkeep of the uniforms. The employee agrees to change to a fresh uniform as often as necessary to maintain a neat and presentable appearance. The employer annually shall provide two (2) new uniform shirts.

A uniform shirt that becomes damaged beyond repair for a presentable appearance while performing work or work related duties will be replaced by the employer without cost to the employee when such piece of uniform is returned to the employer.

In addition to the above uniforms, the employer shall reimburse employees up to fifty dollars (\$50) annually for the purchase of pants and work boots.

ARTICLE XIV: Hepatitis B Vaccine

The employer shall provide the Hepatitis B vaccine through the Livingston County Department of Public Health at no cost or loss of pay to all non-probationary employees who so request.

ARTICLE XV: Training

The employer shall provide any State mandated training on the safe use of all products, procedures and equipment to be used during the work hours of the employees covered by this agreement. This training shall take place during normal work hours to the extent that such is possible. If off-site training is required, the District shall pay the associated registration and travel expenses.

ARTICLE XVI: Leave

17.1 Sick Leave

The Board of Education shall grant full-time employees sick leave provisions in the amount of twelve (12) days at full pay. Employees who have completed ten (10) years of service in the District shall be entitled to fifteen (15) days of sick leave per year. Employees who have completed twenty (20) years of service in the District shall be entitled to twenty (20) days of sick leave per year. If any such employee does not use the full amount of annual leave thus allowed, the unused amount shall accumulate to a maximum of three hundred (300) days of sick leave.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. Immediate family or household for the purpose of this Section shall include: father, mother, sister, brother, spouse, child, or grandchild related by blood, marriage, or adoption, grandfather, grandmother, father/mother-in-law, brother/sister-in-law, aunt, uncle, niece/nephew, and legal guardians. Sick leave may also be used for medical and dental appointments for an Employee or a member of the household. Absences due to pregnancy related disabilities will also be included under sick leave provisions.

The Board of Education may require a physician's certificate as a basis for pay during leave after an absence of three (3) days for personal illness or as it may deem necessary.

17.2 Bereavement Leave

Employees may use up to three (3) days per incident for leave connected with the death in the immediate family for such reasons as executing an estate, arranging burial and funeral rites, funeral attendance, travel, selling a decedent's property, etc. These days are not deducted from the Employee's sick leave and do not accumulate.

17.3 Jury Duty Leave

The Board shall pay the regular salary to employees called for jury duty. Said employee shall pay the Board any compensation received for such duty with the exception of compensation received for travel allowance. In order for the employee to receive their regular pay, the employee shall notify the superintendent of such expenses. Such notification, with proper verification, shall be given the superintendent within five (5) days of the date certified on the employee's reimbursement check for jury duty.

17.4 Association Leave

In the event that the Association desires to send representatives to regional, state, or national conferences, this representative shall be excused without loss of pay. Not more than four (4) days total for all bargaining unit members in any fiscal year will be used for such purposes. A written request for leave shall be submitted to the Superintendent at least one week prior to the date said leave is to commence. The Association will reimburse the District for the cost of any substitute employee if one is used.

17.5 Vacation Leave

All positions covered by this agreement shall receive paid vacation time. Vacation requests shall be made to the Superintendent, or his/her designee, at least two (2) weeks in advance of the requested dates. Such requests shall not be unreasonably denied.

Vacation shall be allotted according to the following schedule:

Years employed	Vacation Days
After One (1) year	10 days
After ten (10) years	15 days
After Nineteen (19) years	20 days

If an employee has worked at least one hundred seventy (170) days during the fiscal year, they will be deemed to have worked a full year for the purposes of vacation allotment and shall advance on the above schedule accordingly.

The full allotment of vacation shall be credited on July 1st. An employee must complete the probationary period before any paid vacation leave can be used. Vacation leave must be used during the fiscal year in which it is earned and will not accumulate from year to year. At the termination of employment for any reason, the employee shall receive vacation pay for all earned but unused vacation days. Employees initially employed during the fiscal year shall receive a pro-rated share of vacation days on the first July 1 following their initial employment. No employee employed prior to the effective date of this Agreement shall suffer a loss in the number of vacation days already accrued due to the implementation of this schedule.

17.6 Personal Leave

Employees shall have two (2) personal leave days per year. Personal leave shall be defined as a matter that can be attended to only during the regular school day. All personal leave shall be arranged at least five (5) work days in advance with the Superintendent or his/her designee. In case of an emergency, the five (5) day advance notice requirement may be waived by the Superintendent. Exceptions may be granted by the Superintendent if an emergency or special situation exists and is verified in writing within five (5) school days after the event. Personal leave days may be used for the practice of individual religious preferences. Personal leave days not taken, up to a maximum of two (2) days, shall be carried over to the next year as personal business leave days, so that an employee may have a maximum of four (4) personal days to use in one year. Unused personal leave days in excess of four (4) shall accumulate as sick leave at the beginning of the following school year. The decision by the Superintendent or his/her designee to approve or deny the use of personal leave is final and said decision is not subject to the grievance procedure.

ARTICLE XVII: Retirement Incentive

Employees who have worked a minimum of twenty (20) years up to twenty-four (24) years as IMRF qualified employees in the Pontiac Township School District who are eligible to retire as per the provisions of IMRF and elect to retire as evidenced by the submission of the irrevocable letter of resignation at the beginning of their final year of employment, shall have Five Hundred Dollars (\$500) added to their final year's salary.

Employees who have worked a minimum of twenty-five (25) years up to twenty-nine (29) years as IMRF qualified employees who are eligible to retire as per the provisions of IMRF and elect to retire as evidenced by the submission of their irrevocable letter of resignation at the beginning of their final year of employment, shall have Seven Hundred-Fifty Dollars (\$750) added to their final year's salary.

Employees who have worked a minimum of thirty (30) years or more as IMRF qualified employees who are eligible to retire as per the provisions of IMRF and elect to retire as evidenced by the submission of their irrevocable letter of resignation at the beginning of their final year of employment, shall have One Thousand and Dollars (\$1,000.00) added to their final year's salary.

ARTICLE XVIII: Evaluation

19.1. The purpose of staff evaluation is to critically assess and promote growth in an Employee's job performance and align performance expectations to goals and the educational mission of the District. The evaluation process will be viewed as a continuing process of improvement, and will emphasize outcomes beneficial to the Employee and the District.

19.2 Definition of Terms for Employee Evaluation

A. Evaluator

The evaluator is the administrator or supervisor designed to evaluate an Employee's job performance.

B. Goal Setting

Goal setting is the process where the Employee and the evaluator establish and review common goals.

C. Observations

Observations are the day-to-day interactions between the Employee and evaluator while the Employee is performing his/her job. Job performance deficiencies noted during observations will be reduced to writing and provided to the Employee.

D. Evaluation

Evaluation is the written documentation of cumulative observation information gathered during observations of the Employee's job performance. All Employees, during the first ninety (90) work days of employment, shall be evaluated at least once. After the initial evaluation, Employees shall be evaluated at least once every two (2) years. The evaluator shall use the mutually agreed to form as found in Appendix A for all evaluations. The Employee and evaluator shall agree to a date for an evaluation conference to review the completed evaluation form. In the event an Employee disagrees with any part of the evaluation, the Employee may attach a written response to the evaluation. Evaluations shall be completed by May 15 of the evaluating year.

ARTICLE XIX: Wages

Starting Wage for New Hires for 2020-2024: \$11.00 (Effective July 1, 2020), \$12.00 (effective July 1, 2021), \$13.00 (effective July 1, 2022), and \$14.00 (effective July 1, 2023).

2020-2024: All current employees shall receive an increase over the prior year's hourly wage following this schedule: 4% (2020-21), 2.5% (2021-22), 2.5% (2022-23) and 3% (2023-24).

Wage increases shall occur on July 1st of each fiscal year.

The Superintendent shall consult with the Facilities Director and the Association concerning the initial hourly rate to be paid to newly hired employees. The final decision as to such rate shall be made by the Board.

ARTICLE XX: Effect of Agreement

- 21.1 The terms and conditions of this Agreement may be modified by alteration, change, addition to, or deletion only through the voluntary mutual consent of the Board and the Association in a written amendment executed in accordance with the provisions of this Agreement.
- 21.2 Should any article, section, or clause of the Agreement be declared illegal by a court of competent jurisdiction, or legislation, that portion shall be automatically deleted. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted part.

For the Board:	For the Association:		
Roger Corrigan, President	Steven Randall, President		
Date:	Date:		

APPENDIX A: CUSTODIAN EVALUATION INSTRUMENT

	Name					
		Excellent Performance	Satisfactory Performance	Needs Attention	Unacceptable Performance	N/A
1	Punctuality					
2	Work Attendance					
3	Accepts Instructions & Suggestions Willingly					
4	Quality of Work					
5	Appearance and Attitude					
6	Relationship with Staff, Students and Parents					
7	Quantity of Work					
8	Dependability					
9	Follows Chain of Command					
10	Attempts On His Own Initiative To Make Repairs With Tools Available					
11	Keeps All Areas Of Building Clean					
12	Keeps Ground Neat					
13	Realistic in Setting Priorities					
14	Uses Time Wisely					
15	Familiar With Job Descriptions					
16	Follows Daily Routine Established					
	Summary Evaluation	Excellent Performance	Satisfactory Performance	Needs Attention	Unacceptable Performance	-
	Comments –					
	Employee's Signature			Date	_	
	Evaluator's Signature			Date		