

Master Agreement

Between the

*Maple Valley Educational Support
Personnel Association,
ECEA/MEA/NEA*

And the

Maple Valley Schools

June 30, 2011– July 1, 2012

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AGREEMENT

This Agreement is made this 1st day of July, 2011 by and between the Maple Valley Schools, of Vermontville, Michigan, hereinafter referred to as the "Employer," and the Maple Valley Educational Support Personnel Association, MEA/NEA, hereinafter referred to as the "Union."

PURPOSE AND INTENT

The general purpose of the Agreement is to set forth the wages, hours, and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

The parties recognize that the interest of the community depends upon the Employer's and employees' success in establishing a proper service to the community.

ARTICLE 1 - RECOGNITION

A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining as defined in Section II of P.A. 379 of 1965 for the term of this Agreement of all employees of the Employer included the job categories in the bargaining units described below:

1. Facilities
2. Food Service
3. Office/Clerical
4. Paraprofessional
5. Transportation

Excluding:

1. All administrative and supervisory personnel
 2. Systems Accountant and Payroll and Benefits Coordinator
 3. Secretary to the Superintendent
 4. Substitutes
 5. All Professional Staff employed by the Board
- B. The Board agrees not to negotiate with any employee organizations as defined in paragraph A other than the Union for the duration of this Agreement.
- C. The term "employee," when used hereafter in this Agreement, shall refer to all members of the above defined bargaining unit.

- D. The Employer and Union recognize various job categories of employees. Bargaining unit work shall be performed only by employees in one (1) of these job categories:
1. Full time: An employee who is scheduled to work forty-nine (49) or more weeks.
 2. Regular part-time: An employee who is employed basically for the period of time that students are scheduled to be in session plus possibly a short period of time prior to the opening of the school year for students and after the closing of the school year for students.
 3. Temporary employees when used hereafter in this agreement shall refer to employees hired for a specific short term project. After working ninety (90) calendar days in the same assignment, a temporary employee shall be considered a member of the bargaining unit. However, the position will be posted and the temporary employee may end up in a different position.
 - a. Whenever an employee is hired as a temporary the union will be notified in writing.
 - b. The Employer shall notify the Union President in writing that a temporary employee is considered a member of the bargaining unit within five (5) working days of the completion of ninety (90) calendar days in the same position.
 4. Substitute employees when used hereafter in this agreement, shall refer to employees who are excluded from the bargaining unit and are hired to fill a vacancy in a bargaining unit position currently assigned to a bargaining unit employee not working in that position for whatever reason.
- E. All employees shall be probationary for the first one hundred and eighty (180) calendar days of employment.

ARTICLE 2 - UNION AND EMPLOYEE RIGHTS

- A. Pursuant to the Michigan Public Employment Act, the Board hereby agrees that every employee of the Board covered in this Agreement shall have the right to freely organize, join and support the Association for the purpose of collective bargaining or negotiations. As a duly-elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan or the United States; that it will not discriminate against any employees with respect to hours, wages, or any terms or

conditions of employment by reason of his/her membership in the Association (Union).

- B. The Union and its representatives shall have the right to use school buildings at all reasonable hours for meetings, upon notification of the Superintendent, or his/her designated representative.
- C. The authorized representatives of the Union and their respective affiliates shall be permitted to transact official Union business on school property at a time outside of work hours. Any organized transaction of Association (Union) business during regular hours must be with the approval of the building principal or Superintendent providing that this business shall not interfere with or interrupt normal school operations.
- D. The authorized representatives of the Union shall have the right to use school facilities and equipment, including typewriters, computers, e-mail, district server, mailboxes, other duplicating equipment, calculating machines, and audio-visual equipment at reasonable times, when such equipment is not otherwise in use, upon notification of the Superintendent or his/her designated representatives. The Union shall pay for any materials plus any damage to equipment.
- E. The authorized representatives of the Union shall have the right to post notices of activities on bulletin boards, at least one (1) of which shall be provided in each school building. The Union may use the school internal mail service and boxes for communication to members.
- F. The Board agrees to make available to the authorized representatives of the Union, in response to reasonable request, all matters of public information concerning the financial resources of the District, and any other information as will assist the authorized representatives of the Union in developing intelligent, accurate, informed and constructive proposals for negotiations, together with information which may be necessary for the authorized representatives of the Union to process any grievances or complaint.
- G. The authorized representatives of the Union shall be given an opportunity to review proposed Board policy affecting employees and present statements regarding the policy to the Board prior to a final vote on said policy.
- H. 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 employment.
- I. The provisions of the Agreement shall be applied without regard to race, creed, religion, color, national origin, sex, age, disability or marital status. Membership in the Union shall not be denied to any employee because of the race, creed, sex, marital status, disability or national origin.

- J. The authorized representatives of the Union may appear on the printed agenda of a Board meeting for the purpose of addressing the Board by filing a written statement of such intention and appropriate informational materials with the President of the Board or the Superintendent of Schools not later than eight (8) days prior to the date of the meeting.
- K. Members of the Union elected to attend a function of the State Association such as conventions or educational conferences shall be allowed time off with pay to attend such conferences and/or conventions; provided, the Association shall reimburse the District for a sub, if used.

No more than one (1) authorized representative of the Union from each category will be allowed to attend such conventions or conferences at any one time. Notice shall be given to the building administrator and Superintendent at least ten (10) working days in advance of the convention or conference. Such notice shall include confirmation, such as the conference flyer or printed agenda, including dates, times, and location of the convention and/or conference and shall be presented before authorization is granted.

- L. Members of the Union will be allowed to attend legitimate membership meetings held during their regular work schedule under the following conditions:
 - 1. The missed time is made up during the same shift.
 - 2. The employee needs prior approval from the building administrator to attend meetings during regular working hours.

ARTICLE 3 - AGENCY SHOP AND PAYROLL DEDUCTION

- A. All employees, as a condition of continued employment shall:
 - 1. Any employee who is a member of the Union, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Union and such authorization shall continue in effect from year to year unless revoked in writing in August of a given year as provided for on the membership form provided by the Union. It is expressly understood that the specific amount of dues may vary from member to member. It shall be the responsibility of the Union to supply the Employer by August 1 annually, a list and copies of any letters from members revoking said deduction authorization. Regular dues shall be deducted together as one (1) deduction in nine (9) equal monthly installments, or twelve (12) equal monthly installments for full-time employees, or one (1) lump sum. The Employer will remit to the Union all monies so deducted.

2. Any employee who is not a member of the Union in good standing or who does not make application for membership within thirty (30) days from the date of commencement of work duties, shall, as a condition of employment, pay a service fee to the Union in the amount determined by the Union provided, however, that the employee may authorize payment through payroll deduction, as provided in A. 1 of this Article. In the event that an employee shall not pay such fee directly to the Union or authorize payment through payroll deduction, as provided in A. 1 of this Article, the Union, pursuant to legally approved methods and procedures, may cause the legally permitted fees to be deducted from the employee's pay upon notice to the Board. It is expressly understood that the specific amount of dues may vary from member to member.
- B. The Union agrees promptly to advise the Board of all members of the bargaining unit who have not fulfilled the provisions of paragraph (A) above and to furnish any other information needed by the Board to fulfill the provisions of this Article. The Board agrees promptly to advise the Union of all additions, deletions, or change in status of members of the bargaining unit.
 - C. The Board shall also make payroll deduction upon written authorization from employees for deductions for jointly approved programs such as credit union and annuities. In order to add a new annuity company, it must be an approved vendor under current IRS rules.
 - D. The Board will use its best efforts to make the aforesaid deductions in the manner set forth, but assumes no responsibility for any errors in making such deductions, other than to correct such errors. In the event of overpayment, the Union agrees to promptly refund such money as soon as is practical. In the event of underpayment, the Board agrees to promptly submit such money to the Union as soon as practical.
 - E. The Union will protect and save the Board harmless from any and all claims, demands, suits and other forms of liability by reason of action or non- action by the Board or its agents for purposes of complying with this Article.
 - F. All new employees will be required to use the Maple Valley Schools' direct deposit system with their financial institution(s) The district may require that all present employees use direct deposit in compliance with Michigan Law.

ARTICLE 4 - GRIEVANCE PROCEDURE

- A. A grievance shall be a claim by an employee that there has been a violation, misinterpretation or misapplication of any provision of this Agreement and/or written personnel policies directly applicable to wages, hours, or conditions of employment adopted by the Board and may be processed as a grievance as hereinafter provided.
 - 1. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.
 - a. The termination of services of or failure to re-employ any probationary employee.
 - b. Any subjective matter involving employee evaluation.
- B. The primary purpose of the grievance procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties.
- C. A grievance may be withdrawn at any level without prejudice or record.
- D. The term "days" as used herein shall mean days when school is in session or regular scheduled workdays, excluding holidays.
- E. A written grievance shall contain the following:
 - 1. It shall be signed by the grievant or grievants, or, if it affects the entire Union, the Union representative shall sign.
 - 2. It shall be specific.
 - 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 - 4. It shall cite the sections or subsections of the Agreement alleged to have been violated.
 - 5. It shall contain the date of the alleged violation.
 - 6. It shall specify the relief requested.
- F. In the event that an employee believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her supervisor, either personally or accompanied by his/her Union representative. This shall be done within five (5) days of when the employee has knowledge of the said violation or occurrence. During vacation periods, two (2) days shall be added.

- G. After the meeting with the supervisor, the grievance shall be filed with the supervisor within five (5) days.
- H. Within five (5) working days of receipt of the grievance, the supervisor shall meet with the Union in an effort to resolve the grievance. The supervisor shall indicate his/her disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the Union.
- I. If the Union is not satisfied with the disposition of the grievance or if no answer is given by the Supervisor, the grievance shall be transmitted to the Superintendent within ten (10) working days of the meeting. Within five (5) working days of the receipt of the grievance, the Superintendent or designee shall meet with the Union on the grievance and shall indicate the disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the Union.
- J. If the grievance is not settled at the preceding step, it may be submitted to binding arbitration. Within ten (10) days of the meeting with the Superintendent (or designee) or within ten (10) days of the last date such meeting should have been held, the party choosing to arbitrate must give written notice to the other party. Following this written notice, the parties will meet within ten (10) days to mutually select an arbitrator.

If the parties are unable to mutually select an arbitrator, the party choosing arbitration shall file within ten (10) days of the attempt to select and no more than twenty (20) days after notice of intent is sent, a "Demand for Arbitration" form with the regional office of the American Arbitration Association. Thereafter, selection of an arbitrator shall be in accordance with the Association's rules and procedures.

Upon selection, the arbitrator shall conduct the arbitration hearing and other related matters in accordance with the rules and regulations of the American Arbitration Association.

K. Miscellaneous

1. Neither the Board nor the Union shall be permitted to assert, in such arbitration proceedings, any grounds or to rely on any evidence not previously disclosed to the other party.
2. The arbitrator shall have no power to alter, add to or subtract from the terms of the Agreement.
3. The decision of the arbitrator shall be final and binding upon the parties subject to the right of either party to judicial review.

4. Should the Board challenge the arbitrability of a grievance, the arbitrator shall be asked to rule first on the arbitrability of the grievance.
 5. The arbitrator shall interpret state and federal law only to the extent that he/she finds they affect the grievance on which s/he has been asked to rule. He/she shall cause to be changed only those rules and policies or actions of the Board which s/he finds inconsistent with the negotiated Master Agreement.
 6. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating Union representative or representatives are to be at their assigned duty stations.
 7. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
 8. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.
 9. The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall assume its own cost for representation and witnesses.
- L. Association representatives, during their working hours, shall suffer no loss of time or pay during a mutually agreed conference between Union members and a supervisor.

ARTICLE 5 - EMPLOYEE ASSESSMENT AND PROTECTION

- A. The purpose of employee evaluation is to assess and improve employee job performance as well as recognize good performance. Employee assessment/evaluation is not to be used as a disciplinary tool.
- B. The Administration through the immediate supervisor or his/her designee is responsible for the assessment of the performance of each employee represented by the Union. Probationary employees shall be evaluated within the one hundred and eighty (180) calendar day probationary period. A second evaluation shall be made within one (1) year after the employee has completed his/her probationary period. Further evaluations shall be made on a yearly basis. When an employee has transferred and/or is promoted to a different job within his/her present classification, that employee will not be formally evaluated for at least thirty (30) working days.
 1. The immediate supervisor or his/her designee shall meet with the employee to discuss the criteria for evaluation.

2. The immediate supervisor or his/her designee shall be designated as the evaluator of the employee.
 3. All comments on the assessment form shall be specific. The immediate supervisor or his/her designee shall meet with the employee and provide the employee with written and oral assessment of performance. Prior to this assessment presentation, the employee shall be informed of his or her right to Union representation.
 4. Assessments shall be based on job performance from formal observations, but may include day-to-day observations by the immediate supervisor. Assessment criteria shall be primarily derived from job descriptions.
 5. Three (3) copies of the written assessment shall be submitted to the employee, two (2) to be signed and returned to the immediate supervisor or his/her designee and the other to be retained by the employee.
 6. Assessments, written reprimands or complaints shall not be placed in an employee's personnel file without his/her knowledge. Should an employee disagree with the contents of the item being placed in this file, s/he may, within ten (10) work days, have his/her written objections attached to the item.
 7. It shall be the administrator or supervisor's responsibility to provide the employee with notice of any deficiencies noted in his or her performance, and make recommendations or suggestions as to how the employee's performance may be corrected. The administrator or supervisor shall note previously mentioned deficiencies which have not been satisfactorily corrected.
 8. Bargaining unit members shall not be designated to formally evaluate other members of the bargaining unit.
- C. Any case of assault upon an employee while on the job shall be promptly reported to the Employer. The Board shall provide the services of legal counsel to advise the employee of his/her rights and obligations with respect to the criminal prosecution of the assailant. The employee shall cooperate with the proper legal authorities in the apprehension and prosecution of the assailant.

ARTICLE 6 - PROGRESSIVE DISCIPLINE

- A. No employee shall be disciplined including warnings, reprimands, suspensions, and reductions in rank or occupational advantage, discharges or other actions of a disciplinary nature without good and sufficient reasons. The Board agrees that when disciplinary action is warranted against an employee, that it will use disciplinary measures which are progressive and appropriate.
- B. An employee shall be entitled to have present a representative of the Union during any meeting which leads or may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.
- C. An employee will have the right to review the contents of all records of his/her personnel file, except initial references, confidential information, and letters of recommendation. A Union representative may accompany him or her in such review.
- D. Complaints against an employee shall immediately be brought to the attention of the employee. The employee has the right to have a Union representative present at the meeting. The employee may respond verbally or in writing to the complaint.
- E. The immediate supervisor is to use the following procedure as related to disciplinary action.
 - 1. Verbal Warning The immediate supervisor informs the employee that this is a verbal warning regarding a particular incident. Written record of verbal reprimands will be kept and placed in the employee's personnel file.
 - 2. Written reprimand If the situation is not corrected through the verbal warning process, the immediate supervisor shall provide the employee a written warning within five (5) working days.
 - 3. Suspension If the situation is not corrected through the verbal warning and written warning, the immediate supervisor has the authority to grant a three (3) day suspension without pay. The suspension may be longer if mutually agreed between the Association and administration.
 - 4. Termination If the situation is not corrected through steps 1, 2, and 3, the matter will be referred to the Board of Education

for consideration of termination with written documentation of incident in personnel file.

In cases of severe instances of misconduct, action could be taken by the immediate supervisor to suspend the employee without compensation. Such action would not have to proceed through the steps listed 1 through 3. The Employer may commence discipline at any of the above steps depending on the severity of the offense and/or the employee's previous discipline record.

ARTICLE 7 - WORKING CONDITIONS

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- B. In the absence of a building supervisor (Principal) or designee, employees shall not be held accountable or made responsible for the administration or supervision of the building.
- C. Unless otherwise specified in this Agreement, the Employer shall provide the tools and equipment necessary to do assigned work. Mechanics are to furnish their own set of tools which will be used in connection with tools also supplied by the Board. The Employer shall provide insurance on tools of employees required for their employment. It is the responsibility of the employee to properly use and care for tools and equipment owned by the district.
- D. Use of physical force is governed by the Michigan law regulating the use of corporal punishment by school employees.
- E. No employee shall be required to dispense or administer any medication without adequate training. Employees shall follow Board policy during issuance of medication. Adequate training is defined as annual training, provided by a recognized class or registered nurse, focusing on relevant state and federal laws, provided to 3 individuals within each building.
- F. The Employer shall provide without cost to the employee the following:
 - 1. Maximum of \$200.00 per year for mechanic's uniforms to be provided by Board.
 - 2. Approved safety equipment including, but not limited to, goggles, shields, barriers, hard-hats, and auditory protection devices, and will equip all new busses with two-way radios.
 - 3. Reimbursement to bus drivers for required training, testing, physical examinations, new or renewal of a license.

- 4. Anytime the Employer requires an employee to visit a physician, the cost not covered by insurance will be reimbursed by the Board.
- G. For purposes of this Agreement, the term "immediate supervisor" shall be based on the employee's job category:

<u>Job Category</u>	<u>Immediate Supervisor</u>
1. Facilities	Dir. of Operations/ Assistant Administrator
2. Food Service	Building Administrator/Supervisor
3. Office/Clerical	Building Administrator
4. Paraprofessional	Building Administrator
5. Transportation	Dir. of Operations/ Assistant Administrator

ARTICLE 8 - WORK YEAR, WORK WEEK, WORKDAY

Following are the hours for bargaining unit members. These provisions may be altered by mutual agreement of the parties during the term of this agreement.

- A. The normal work year for school term employees shall be the school year meeting all state requirements for student attendance. Some employees work additional days, and some work on a twelve (12) month basis.
- B. The normal work week for all employees is Monday through Friday.
- C. The Employer shall have the right to adjust starting and ending times for any job category, and/or classification within stated above by up to one (1) hour earlier or later. The Employer shall have the right to make such an adjustment with written notice to the Association and affected employees at least two (2) weeks prior to the first scheduled work day for teachers for the given school year. Additionally, such a change may be made once during the school year with notice to the Association and affected employees at least two (2) weeks prior to the date of change. The normal workday for the following job categories is as follows:

Paraprofessionals:

Normal hours for most employees who are employed on a seven (7) hour workday shall be scheduled between 7:00a.m. and 4:00p.m. There will also be paraprofessionals working on a part-time basis. Paraprofessionals may be scheduled to work their normal number of hours when students have half days or on other teacher work days when students are not present. This will also allow paraprofessionals to be included in building and instructional staff planning, preparation and record keeping.

Facilities:

Maintenance shift: 5:00 a.m. to 1:30 p.m.

First Shift 5:00 a.m. to 1:30 p.m. 2nd Shift High School 4:00 p.m. to 12:30 a.m.

2nd Shift 1:00 p.m. to 9:30 p.m.

Mail and Food Courier 8:30 a.m. to 12:30 p.m.

Part-time positions may work 8 hours in the summer as needed as assigned by administration.

Summer Hours: Custodians may work 6:00 a.m. to 5:00 p.m. four (4) days a week. The four (4) day summer schedule is only possible if work is covered, deliveries are received as scheduled, buildings are checked, and the time over eight (8) hours is exempted from overtime. If an employee works more than ten (10) hours a day or forty (40) hours a week, the hours over constitute overtime.

Transportation/Mechanic:

Between 6:00 a.m. and 5:00 p.m. normally comprising eight (8) hours per day.

Summer hours to be eight (8) hours with the time to be mutually established and agreed upon.

Office/Clerical:

Between 7:00 a.m. and 4:30 p.m. normally comprising a maximum of seven and one-half (7 1/2) hours per day.

Community Education: 12 noon to 4:00 p.m.; 5:30 p.m. - 10:00 p.m.

Food Service:

6:00 a.m. to 2:00 p.m. maximum -variable per employee. Cooks are not expected to work parent-teacher conference days unless breakfast is served to students. Cooks are to be notified two weeks in advance of schedule change for special conferences meals, staff lunches, etc.

- D. All employees shall be guaranteed a minimum of a thirty (30) minute duty free lunch period. All employees will be entitled to a minimum of two (2) twelve (12) minute relief times to be mutually scheduled except that an employee working less than the normal workday may receive one (1) twelve (12) minute relief time. It is understood that an individual employee and their supervisor may mutually agree to vary lunch and relief times to meet individual needs. Lunch and relief times, due to the nature of the work, shall not apply to bus drivers.
- E. Overtime in a given classification will be covered by the use of "Building Overtime Chart," and a "District Overtime Chart," and will be offered to each employee in that classification in rotation under the following guidelines. Overtime (except emergency overtime) that is refused by an employee will be charged on the Overtime Charts for the purpose of balancing the overtime. "Emergency Overtime" shall be defined as work of which the Employer has little or no foreknowledge that must be completed within twenty-four (24) hours or less. By mutual agreement employees may exchange positions on the overtime chart.
1. Employees who do not wish to be offered overtime shall request in writing to have their names removed from the Overtime Charts for their classifications. Each request shall be valid from the date it is received by the Supervisor until September 1st of the following school year. An employee may request in

writing to be placed back on the Overtime Charts. At that time the employee shall be placed on the Overtime Charts in the last rotation position.

2. Overtime shall first be offered to employees in rotation according to the building Overtime Chart. If no employee or not enough employees accept the assignment, the Employer may, at its discretion, offer the overtime to employees from other buildings in rotation according to the District Overtime Chart for that classification.
3. In the event all employees either request to be removed from the Overtime Charts or all employees remaining on the Overtime Charts turn down an offer to work, the Employer may require the Employee with the least seniority to work the overtime. If additional employees are necessary, the Employer shall require the employee with the next least seniority and so on until the requisite numbers of employees are assigned to work.
4. Overtime that requires special qualifications shall not be charged on the Overtime Charts, but shall be awarded in rotation to employees in the classification who possess those special qualifications.
5. Maintenance employees shall be eligible for overtime related to all maintenance duties—district-wide. They may be eligible for overtime in Custodial/Maintenance and/or Custodial positions after persons on the Building List and the District List have been offered and declined.

Custodians will not perform maintenance duties except in emergency situations and/or when Maintenance and/or custodial/Maintenance employees are not available to take overtime work—first in the building and then district-wide, providing the Custodian has the skill level necessary.

Custodians may assist Maintenance and/or Custodial/Maintenance employees on various jobs within their skill level.

- F. Employees shall be granted a five (5) minute period prior to the end of the work shift in which to put away equipment and supplies and for the purpose of personal clean up.
- G. Full-time employees as shown in Article 1-Recognition, paragraph D-1 will be expected to report to work on Act of God Days (snow days). Other bargaining unit employees who not required to work on an Act of God day but were scheduled to work a day on which school is closed, will receive payment at their regular rate they would have otherwise earned for the first two (2) days of such an event during the year. For Act of God days beyond two (2), employees will be allowed to utilize personal leave days, if available, to avoid losing compensation on those days.

ARTICLE 9 - VACANCIES, TRANSFERS, AND PROMOTIONS

- A. Any vacancy that the Board intends to fill will be posted within thirty (30) working days. A vacancy shall be defined as a newly created position or a position vacant because of the resignation, retirement, transfer, termination or death of the person assigned to said bargaining unit position.
1. Instead of multiple postings in the same job category and with the approval of both parties, the use of bidding procedures is to be used to effectively fill multiple positions instead of a lengthy posting process and for employees to maintain their prior status.
 2. The bidding process shall follow the guidelines of Article 9-C noted below in filling vacancies. In addition, employees affected should attend the bidding meeting and have an opportunity to bid on vacancies when presented or submit in writing their intentions.

- B. All vacancies shall be posted in the employee lounge in each building of the District for a period of six (6) working days. The Board shall publicize same by giving written notice of such vacancy to the Union President.

Interested employees may apply in writing to the Superintendent, or designee, within the six (6) day posting period.

Employees desiring to have vacancy notices sent to them during the summer months shall leave their name and address with the Superintendent's office during the last week of the academic school year. General information regarding the position will be provided.

- C. Filling a vacancy shall be based on the best qualified candidate on the posted job requirements. All things being equal seniority will prevail.
- D. After the posting period, the Superintendent shall make known his or her decision. Each applicant shall be so notified in writing with a copy provided to the Union President.
- E. In the event of a transfer from one job category to another, the employee shall be given a fifteen (15) work day trial in which to show his/her ability to perform on the new job. This period may be extended an additional fifteen (15) days by mutual agreement between the district and the employee. The Employer shall give the transferred employee reasonable assistance to enable him/her to perform up to employer standards on the job. If the employee is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected employee, the employee shall be returned to his/her previous assignment.

- F. Employees shall not be placed on a lower step on the salary schedule (wage scale) due to involuntary transfers within job category.
- G. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible.
- H. Any employee asked by a supervisor to temporarily assume the duties of another employee in a different classification for at least half (1/2) day, will be paid the regular rate for those duties. An employee's pay rate shall not be reduced as the result of any temporary change in duties.

ARTICLE 10 - SENIORITY

- A. Seniority shall be defined as the length of continuous service within the school district as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first working day. In the event that more than one (1) individual employee having the same starting date of work, position on the seniority list shall be determined by the individual having the lowest social security number. Seniority list will be maintained by job category. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
- B. All employees shall accrue seniority as if full-time employees (a year is a year not pro-rated).
- C. All employees shall hold dual seniority dates. The first shall reflect his/her most recent date of hire by the district. The second shall reflect his/her most recent date of district employment in one of its job category. For purposes of this provision, all employees shall be placed in one (1) of the following job category based on their current assignments. (Employees shall hold seniority, if working in more than one (1) job category each day, for both job categories.)
 1. Facilities (Maintenance, Custodial/Maintenance, Custodian)
 2. Food Service (Head Cook, Assistant Cook)
 3. Office/Clerical (Secretary, Student Software System Coordinator)
 4. Paraprofessional (Instructional, Library, Personal Care, Health Care, General, Detention Monitor)
 5. Transportation (Mechanics, Drivers)
- D. The Employer shall prepare, maintain and post the seniority list by October 15th of each year. The seniority list shall reflect the seniority status of all bargaining unit members through September 30th. A copy of the seniority list and subsequent

revisions shall be furnished to the Union President. The Union shall respond within fifteen (15) workdays after receiving a copy with any objections and/or corrections to the list. If no objections or corrections are presented, the Employer shall rely on the seniority list as printed and shall not be required to make any adjustments, retroactive or otherwise, thereafter.

- E. State and Federal programs and statutes shall be observed where applicable for specially funded programs. Except where prohibited, all employees shall receive seniority rights as provided in this Agreement.
- F. Seniority shall be lost by an employee upon termination, resignation or retirement.
- G. Seniority shall continue to accrue, during an unpaid leave of one year or less. Seniority will be frozen if an unpaid leave is more than one year.

ARTICLE 11 - REDUCTION IN PERSONNEL, LAYOFF, RECALL

- A. Layoff shall be defined as a necessary reduction in the work force due to shortage of funds or enrollment decline.
- B. Prior to any layoff notice, representatives of the union and the Employer shall discuss pending layoffs. No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified of said layoff at least thirty (30) days prior to the effective date of the layoff.
- C. The employer will identify the positions to be eliminated and provide notice to the employee as provided in paragraph B of this Article. In no case shall a new employee be employed by the Employer while there are laid off employees who are qualified for a vacant or newly created position.
- D. Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff shall have the right to assume a vacant position filled on seniority of recall and only temporarily. Those vacancies can only be filled permanently by them, if selected, after the vacancy has been through the posting process (Article 9). A position held by the less senior employee can be filled by the more senior, laid-off employee, provided the more senior employee is qualified and possesses certificates and/or special training required.
- E. A laid-off employee shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid off employees may continue their insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Employer in compliance with the rules of the insurance carrier.

- F. Laid-off employees shall be recalled in reverse order of layoff to any position in accordance with paragraph D above. Any employee who has served more than sixty (60) working days in a classification shall be deemed qualified for a position in that classification.
- G. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the five (5) day period.
- H. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall be treated as a resignation.
- I. Employees shall not be required to accept recall to a classification other than that from which they were laid off.
- J. In the event of a reduction in the comparable work hours of one half (.5) hour per day or two and half (2.5) hours per week in a classification/job category, an employee may claim seniority over the less senior employee in that classification/job category for maintaining his/her normal work schedule, provided he/she has greater seniority than the employee he/she seeks to replace and his qualified. In no case shall a reduction of any employee's work hours take effect until the Employer gives ten (10) work days' written notice to the affected employee(s). Notice: Bus drivers held exempt from this section. Bus drivers must refer to Article 12, paragraph E.

ARTICLE 12 - WORK DUTIES AND COMPENSATION

- A. The basic compensation of each employee shall be as set forth in Schedule A. When transferring from one (1) classification (hired as per Article 9, Vacancies, Transfers and Promotions) to another, the employee will retain their level (2, 3, 10 yrs., etc.) on the new pay scale. Years of seniority in the District will coincide with the years on the pay scale except for new employees granted additional years of experience by the Superintendent as per Schedule A of this Agreement.
- B. The following shall apply to all overtime work.
 - 1. Time and one-half will be paid for all hours worked over either eight (8) hours in one (1) day or forty (40) hours in one (1) week. Such overtime shall be approved in advance by the immediate supervisor. Any food service, custodial, teacher aide/paraprofessional, secretary/clerk employee who

has not been asked to stay prior to leaving work and is subsequently called back to work outside of the normal workday as defined in Article 8 (Work Year, Work Week, Workday), shall be paid at the rate of time and one-half.

2. Time and one half will be paid for all hours worked on Saturday, Sunday and holidays. Such overtime must be approved in advance by the immediate supervisor.
3. Paid leave shall count toward hours worked when computing regular hours.
4. Compensatory time off may be given instead of overtime pay if mutually agreeable to the Employer and the employee. Such compensatory time shall be at time and one half and must be used in accordance with the law. Except during an employee's first two years of employment, compensatory time must be used or compensation provided, within the contract year in which it is earned. When paid, compensatory time will be calculated based on the hourly rate of the employee at the time it was earned and will be paid in the month of July.

C. Job descriptions shall be cited in this Agreement.

D. Work Duties and Compensation

Regular drivers will be assigned as substitute drivers for each kindergarten route, special education routes, summer school routes, and vocational routes.

1. Each of the above routes will have a separate substitute. These shall be called, "first subs." Seniority (high seniority first) shall be the basis for determining the assignment of first subs.
2. If the regular driver and the first sub are both absent, then the most senior driver who is available and qualified shall be called upon as second sub.
 - a. Qualified, shall mean the driver has been familiarized with the route (usually by riding on the route) and has met the criteria of 4. below if the route is a special education route.
 - b. Available, shall mean the driver is on duty that day but not in the role of first sub on any route.
3. It is the responsibility of the substitute driver to become knowledgeable of the route involved.
4. Substitute drivers for special education routes shall attend drivers' classes and have written proof of successful completion of such a class before driving a special education route.

5. In lieu of #2. above, the Director of Operations may drive if the first sub is not available to drive the route.

E. Bus Driver Work Duties

1. Definition of trip: A trip is a run (1 bid). Runs are as follows:
 - a. Regular Elementary (AM, PM)
 - b. Vocational
2. Run Selection:
 - a. At the beginning of this contract all regular (not substitutes) drivers will maintain their present run or combination of runs. As a result of vacancy (as defined), reduction or addition of a run or runs driver may bid and change their present position to maintain their existing numbers of runs (status).
 - b. If a vacancy is a combination of types of runs, the runs can be bid on separately or together.
 - c. Use Bidding process (as defined in Article 9, Vacancies, Transfers and Promotions, section A).
3. On selected runs, the Employer may assign a paraprofessional to assist with students.

F. Extra Trip Assignments

Extra trips shall be assigned on a seniority (as defined in Article 10, Seniority) based rotation. The rotation list shall start from the top of the seniority list at the start of each school year. Only those drivers who have a regular driving assignment which was acquired either through the bid process or as a new hire shall be assigned to extra trips; except in an emergency.

Bus drivers may mutually agree to swap assigned extra trips. In the case of a swap, both drivers must notify the supervisor of their agreement in writing. There will be no multi-switching of trip assignments.

With more than twenty-four (24) hours notice of a trip, every effort will be made to contact the appropriate driver. With less than twenty-four (24) hours notice of a trip, one (1) attempt to call the driver is sufficient.

The driver selected to fill an extra trip assignment will be the driver at the top of the list at the time the assignment is received (trips will be logged). Once a driver has taken or refused (with one exception to be stated later) an assignment they move to the bottom of the rotation list.

If a driver is given less than twenty-four (24) hours notice for an extra trip they have one opportunity to refuse an assignment without losing their position on the rotation list. The Employer shall go down the rotation list until the extra trip has been assigned. If no one volunteers the Employer reserves the right to determine and assign the most appropriate employee to the trip.

The notice of extra trips and the opportunity to fill these trips should be done as early as appropriate.

Summer driving shall operate as follows:

Driving to a program which runs for more than one (1) day in succession shall be assigned by bid.

Day trips shall be assigned the same as the extra trip.

G. Personal Care Paraprofessional (PCP)

1. Provision will be made to have trained persons available to substitute when a Personal Care Paraprofessional is absent. General Paraprofessional may elect to be designated as substitutes for Personal Care Paraprofessional, from a list developed by the Association from each building. Whenever a General Paraprofessional subs in this manner, he/she shall be compensated at the rate for the position in which he/she is subbing.
2. Personal Care Paraprofessional shall not be required to exceed the following guidelines in lifting:
 - a. One PCP - 0 to 30 pounds
 - b. Two PCP's together - 31 to 60 pounds or one and a lift when possible and safe.
 - c. A lift will be provided for lifting students weighing in excess of 60 pounds, if requested by an paraprofessional and is in the best interest of the student.
3. Training will be provided to Personal Care Paraprofessionals to enable them to work with special students within their assignment.

H. Health Care Paraprofessionals (HCP)

1. Health Care Paraprofessionals shall receive adequate training to correctly perform needed care for the student(s) assigned to them prior to assuming said duties.
2. Adequate protective apparel, including but not limited to, aprons and latex gloves shall be supplied as needed. Additionally, all needed supplies shall be readily available.

3. If any immunizations, special medical tests or exams are required, all costs not covered by an employer-paid insurance program shall be paid by the District.
4. Adequate and appropriate facilities and equipment shall be provided prior to placement of a student in the educational setting.
5. Health Care Paraprofessionals shall be provided appropriate medical information about the student(s) who are assigned to them.
6. Health Care Paraprofessionals shall not be required to exceed the limits on lifting for Personal Care Paraprofessionals.
7. The phone number of the physician of each child assigned to a Health Care Paraprofessional shall be provided to said aide when appropriate and shall also be maintained on a list in the office of each school to which the child is assigned.
8. Provision will be made to have trained persons available to substitute when a Health Care Paraprofessional is absent. If those substitutes are bargaining unit employees, they shall be paid at the health care aide rate of pay.
9. If the student(s) with which a Health Care Paraprofessional is working will be absent for an extended period of time [two (2) or more weeks], the paraprofessional may be notified that his/her services will not be needed. In such a case, the paraprofessional shall receive at least five (5) work days' notice of being placed on unpaid leave for the duration of the absence of the student(s).

ARTICLE 13 - VACATIONS AND HOLIDAYS

- A. Two (2) weeks [ten (10) days] with pay is given any employee who works full time as shown in Article 1, Recognition, (D-1) and said employee has completed one (1) full year of employment. If the employee under Article 1, Recognition, (D-1) has not been employed for a complete year, vacation days are pro-rated based upon percentage of the school year employed. Vacation Leave is not retro, but starts on date of full-time hire.
- B. After five (5) years of continuous employment in said position or related position within the Maple Valley Schools, said employee shall gain one (1) day's vacation per year up to twenty (20) years. After twenty (20) years the employee shall receive five (5) weeks paid vacation.
- C. Employees shall make requests to use vacation in writing no more than one (1) year in advance. Vacation requests shall be acted upon by the immediate supervisor within ten (10) work days. The number of employees on vacation at

the same time may be limited by the immediate supervisor. Requests shall be granted based on the date they were given to the immediate supervisor with the first request received being the first to be granted. If more than one (1) request for specific time off is received on the same date, any denial(s) shall go first to the least senior employee(s) requesting the vacation time.

- D. For purposes of this Article, a work week shall be defined as a five (5) consecutive day period consisting of days actually worked, paid holidays, paid leave days and excluding vacation and other days not worked. Vacation is measured in hours rather than days.
- E. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.
- F. If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation may be rescheduled at his/her request. Said employee shall not lose earned vacation time.
- G. Holidays

- 1. All full-time employees as shown in Article 1, Recognition, and (D-1) shall have the following days off with pay.

HOLIDAY	2011-2012
Labor Day	September 5
Thanksgiving Day	November 24
Day After Thanksgiving	November 25
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31
New Year's Day	January 1
Good Friday	April 6
Memorial Day	May 28
Fourth of July	July 4

- 2. All regular part time employees as shown in Article 1, D. 2. shall receive pay for all holidays during the school year as outlined above (excluding New Year's Eve). Said employees shall be paid for the Fourth of July and Labor Day if they are scheduled to work prior to and after the holiday. They shall receive holiday payment for Labor Day if they are scheduled to work at least five (5) days in August prior to Labor Day.
- H. When a holiday is observed by the Employer while an employee is on allowable sick leave, the holiday will not be charged against the employee's accumulated sick leave and will be considered as time worked.

ARTICLE 14 - PAID LEAVES

A. General Conditions

1. The Employer shall furnish each employee with a written statement at the beginning of the school year setting forth the total accumulated sick leave credit for said employee.
2. An employee who has been employed by the District for a minimum of ten (10) consecutive years or more, and who is unable to work because of personal illness or disability (as determined by a doctor which could be assigned by the Board), and who has exhausted all sick leave available shall, upon application, be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year. The Employer agrees to continue to provide the insurance benefits provided by the Agreement during such leave up to a maximum of one (1) year. The leave may be renewed by the Board for one (1) year without continuation of benefits. Continuation of insurance benefits shall be for the first year of the unpaid leave only, and shall not include any time taken as paid sick leave. The Board may consider such similar action for employees who have worked a minimum of five (5) consecutive years for the school district.
3. Any employee who is absent because of any injury or disease compensable under the Michigan Worker's Compensation Laws shall receive from the Board of Education only the difference between the disability benefits provided by the Michigan Worker's Compensation Law and the regular daily salary. Such payment by the District shall be pro-rated to the equivalent amount of the employee's accumulated sick leave at the option of the employee.
4. In case of death, any unused sick leave shall be paid in a lump sum to the survivor previously named by the employee. An employee shall receive leave payment of any unused sick days when leaving the District. The rate of payment for the sick days shall be thirty-two dollars and fifty cents (\$32.50) a day for full time employees and sixteen dollars and twenty-five cents (\$16.25) a day for part-time employees.

B. Illness and Disability

1. Sick leave days shall accumulate from year to year to a maximum of one hundred eighty days (180). Twelve (12) month employees shall receive twelve (12) days sick leave allowance per year and regular school year employees shall receive ten (10) days sick leave allowance per year. Sick leave is measured in hours rather than days

- a. The employee may use all or any portion of his leave to recover from his own illness or disability. In addition, the employee may use all or any portion of his/her accumulated sick leave for illness in the immediate family as defined in C., 1. of this Article.
 - b. It is the responsibility of each employee to report inability for work one and half (1.5) hours prior to their normal starting time.
 - c. A day is defined as the length of the employee's regularly scheduled workday. A change in an employee's regularly scheduled workday will require a recalculation of accumulated sick leave. For example, an employee who has accumulated twenty (20) days of sick leave working a four (4) hour day is changed to a regularly scheduled eight (8) hour workday, now this employee would have eighty (80) hours of sick leave worth ten (10) days sick leave accumulation in the new eight (8) hour position.
2. Procedures for Joint Donated Sick Leave for Extrordinary Needs in Appendix D.

C. Funeral/Bereavement Leave

1. Death in the Immediate Family: The employee shall be granted a maximum of up to five (5) consecutive school/work days of paid leave per death. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father and mother-in-law, and grandparents.
2. The employee may take up to two (2) paid days per year for attendance at of funeral service of a member of their extended family. With prior approval by the district, the employee may use sick days, personal days or take an uncompensated day to attend the funeral services of a person whose relationship to the employee warrants such attendance.

D. Personal Days

Two (2) personal days shall be granted. Personal leave shall not be granted for less than half (1/2) a day unless a substitute is readily available or not required. In such cases personal can be taken by hour increments up to the employees' normal equivalent hours in their personal workday (moved from D-6) Personal days shall be granted with the following provisions:

1. Unused personal leave days shall carry over into the next year, with a maximum accumulation of five (5) days.
2. Unused Personal Leave days, beyond five (5) shall be added to an employee's accumulated sick leave at the end of each school year.

3. Prior approval must be given by the Supervisor. The request must be in writing on an approved form at least three (3) working days prior to the date when the leave is requested. An answer must be provided within two (2) working days after the form is turned into the Supervisor.
 4. Not more than one (1) personal day per building per classification per day will be approved.
- E. There shall be no deduction of salary for legal compulsory absence from work for jury duty or when subpoenaed to attend. The employee shall receive full daily salary with the jury pay being returned to the Board of Education less meal expenses when not provided by the court.
- F. Reserve/National Guard Duty

Leaves of absence may be granted to employees who are active in the National Guard of a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.

ARTICLE 15 - UNPAID LEAVES

A. General Conditions

1. Leaves of absence without pay or benefits up to one (1) year in duration may be granted upon written request from an employee.
2. Request for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leave. Parental/child-care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child, where applicable.
3. An employee returning from a leave of absence shall be reinstated to a comparable position he/she held when the leave began. At least thirty (30) working days prior to the date a leave is scheduled to expire, an employee shall notify the Employer of his/her intent to return to work.

B. Unpaid leaves of absence may be taken for the following purposes:

1. An employee who, because of illness or accident which is non-compensable under the Worker's Compensation law, is physically unable to report for work shall be granted a leave of absence for a reasonable period of time not to exceed one (1) year, provided s/he promptly notifies the Employer of the

necessity thereof and provided further that he supplies the Employer with a statement from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer. Leaves of absence for periods in excess of one (1) year may be granted in the Employer's discretion. The Employer may require said verification of necessity by a doctor assigned by the Employer.

2. A leave of absence may be granted to an employee for the purpose of child care. The object child of the leave may be prenatal; a newborn infant; a newly adopted child; a child suffering from a crippling, terminal or serious accident or illness.
 - a. Said request shall specify the beginning and anticipated ending dates of the leave and, where applicable, be accompanied by a doctor's verification of the nature of the child's illness.
 - b. In case of leaves for illness, injury or child care, the Board agrees to continue the employee's health insurance coverage for the duration of the approved leave provided the employee has been employed continuously by the Board of Education for a minimum of five (5) years.
3. The Board, at its sole discretion, may grant a leave of absence for other reasons.

C. Short term leave without pay:

1. Up to ten (10) days without pay during any school year may be granted to a bargaining unit member upon written request to his/her supervisor, at least two (2) weeks in advance providing all earned vacation and overtime compensation days have been used entirely. Emergency situations will be considered, but should not be the rule.
2. If a substitute cannot be hired to fill the bargaining unit member's position on any requested day, the time off shall not be granted, unless the seriousness of an emergency demands it.
3. The number of bargaining unit members using short term leave without pay will be limited to not more than two (2) per building. In the case of bus drivers, the limit shall be two (2) drivers per day. Approval will be on a first-come, first-served basis, except in the case of a serious emergency.
4. Request for leave in excess of ten (10) days must be approved by the Board.

ARTICLE 16 - NEGOTIATIONS PROCEDURES

- A. This Agreement may be extended only by mutual, written consent of both parties.
- B. Both parties agree to enter into negotiations on a new Agreement on wages, hours, and other conditions of employment on or after February 1, 2012 at the request of either party.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts. Individual contracts shall be made expressly subject to the Master Agreement that is concurrent with said individual contract.
- D. Any new position that may be a part of the bargaining unit covered by this Agreement which cannot be properly placed in an existing job category or classification shall be open for negotiations by both parties.

ARTICLE 17 - JOB DESCRIPTIONS

Job descriptions shall be included in the contract. The Employer may create new and/or modify existing job descriptions. A copy of any new and/or modified job description shall be given to the Association in advance. The Association may request negotiations regarding the job description. In the event the Association does not request negotiations, the Board may go forward with the job description. If the Association requests negotiations, the parties shall meet regarding the concerns and attempt to reach a mutual agreement. If no resolution is agreed upon, the Employer may implement the new and/or changed job description and the Association may file a grievance pursuant to Article 4, J. (Grievance Procedures), regarding any disputes about the new or changed job description. The arbitrator shall have the authority to resolve any disputes.

ARTICLE 18 - MISCELLANEOUS PROVISIONS

- A. If any provision of the 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 or applications shall continue in full force and effect.
- B. The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be altered, increased, or transferred to persons not covered by this Agreement. In the event of financial problems, the parties shall meet and discuss possible operation procedure including consideration of subcontracting work.

- C. Once established, job descriptions will be adhered to by supervisors and employees. Deviation from specific job description requirements shall be recognized only when mutually agreed to by the supervisor and employee.
- D. All employees required to attend in-service meetings or training programs shall be compensated at their regular hourly rate for all hours spent in such meetings outside the regular work hours. For bus drivers, the compensation rate shall be the rate for special run allowance.
- E. Within thirty (30) days of ratification, the final draft of this Agreement shall be prepared for printing by the Association. Copies of this Agreement shall be printed at the expense of the Board and presented within sixty (60) days of ratification to all bargaining unit members now employed by the Board. The Board shall furnish fifteen (15) copies of the Master Agreement to the Association for its use.
- F. With the exception of bus drivers, a premium of thirty (30) cents per hour will be paid to all employees who regularly report to work after 1:00 p.m.
- G. When bargaining unit members are required to use their personal vehicles for job related travel, mileage shall be reimbursed at the IRS rate with total reimbursement rounded to the next lower full cent if a fraction. In order to receive said reimbursement, the miles driven must be reported to the employer in writing.
- H. A labor management committee consisting of members of the custodial/maintenance staff and district administrators will meet during the 2011-12 school year to discuss and implement best practices that are designed to help increase the efficiency and effectiveness of the maintenance and custodial operations. By mutual agreement the parties may alter the terms of this agreement in order to implement such practices.

ARTICLE 19 - MANAGEMENT RIGHTS

- A. The Board of Education on its own behalf and on the behalf of the electors of the school district, hereby retains and reserves onto itself, without limitation, all powers, rights and authority, conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the foregoing, the right:
 - 1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees as related to the professional employment.
 - 2. Continue its rights and responsibilities for the hiring, assignment and direction of work of employees; continue to determine qualifications of all employees and the conditions for their continued employment or dismissal or demotion; and to promote and transfer all employees.

3. Determine the hours of work, starting times and scheduling of the work force in accordance with local conditions and/or requirements of the State of Michigan.
 4. Determine the services, supplies, equipment, facilities, methods, schedules, means and processes for carrying on the general school operations as directed by local conditions and/or the State of Michigan.
 5. A physical examination, as a condition of employment, possibly will be required at Board expense.
 6. Determine the number and location or relocation of all school facilities.
 7. Determine the placement of operations, service and the source of materials and supplies.
 8. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
 9. Determine the size of the management organization; its functions, authority and the amount of supervision necessary to operate the schools in accordance with local conditions and/or the laws of the State of Michigan.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States. The matters contained in the Agreement and/or exercise of any such rights of the Employer are not subject to further negotiations between the parties during the term of this Agreement without mutual approval of both parties.

ARTICLE 20 - SCHOOL IMPROVEMENT

- A. A school improvement plan shall be defined as a plan, program or process required under Section 1277 of the School Code of 1976 (1990 P.A. 25) or corresponding provisions of the State School Aid Act, 1979 P.A. 94 as amended.
- B. Recommendations made by any site-based committee at the building level shall not violate any of the rights secured to the Board or the Association under this Agreement.
- C. Any provision(s) of a SIP or applications thereof affecting the wages, hours and/or terms and conditions of employment; or the impact of any wages, hours and/or

other terms and conditions of employment of any bargaining unit member must be ratified by the Board and the Association prior to being implemented.

- D. Individual membership in SIP shall be voluntary. However, in consultation with the Association the district may require representation from one or more of the classifications in this contract as part of a school improvement team. Employees participating in SIP will be paid at their regular rate of pay.
- E. Participation or non-participation in SIP shall not be used as criteria for evaluation, discipline or discharge.
- F. Areas identified for school improvement planning are not intended to extend beyond the scope of the traditional decision-making authority of building level administrative staff.
- G. Any bargaining unit member who serves on a site-based decision-making committee shall be released from his/her normal duties to attend committee meetings (and/or training sessions to prepare him/her to serve on such a committee) without loss of compensation. Any and all hours spent in such committee meetings and/or training sessions shall count as hours worked, with the approval of the Superintendent or his/her designee.

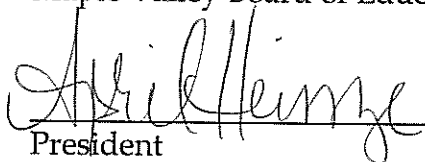
ARTICLE 21 - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2011 and shall continue in effect through July 1, 2012. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

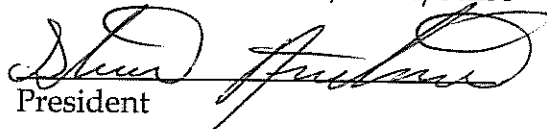
AN EMERGENCY MANAGER APPOINTED TO THE DISTRICT UNDER THE LOCAL GOVERNMENT AND SCHOOL DISTRICT FISCAL ACCOUNTABILITY ACT MAY REJECT, MODIFY, OR TERMINATE THIS COLLECTIVE BARGAINING AGREEMENT AS PROVIDED IN THE LOCAL GOVERNMENT AND SCHOOL DISTRICT FISCAL ACCOUNTABILITY ACT.

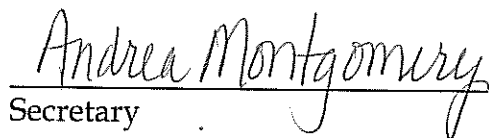
The Board has elected not to privatize bargaining unit positions during the term of this agreement. Should the Board, alter this decision during this agreement, employees in the facilities category Article 10 C-1 will be paid wages and benefits they would have otherwise received for the duration of this agreement.

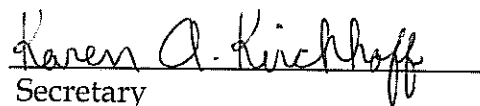
Maple Valley Board of Education

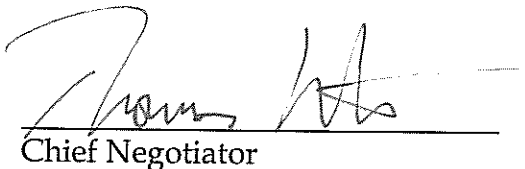

President

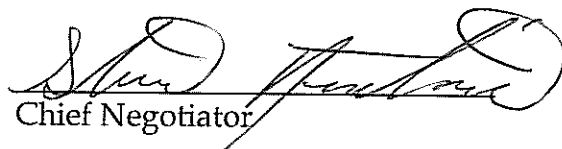
Maple Valley Educational Support
Personnel Association, MEA/NEA


President


Secretary


Secretary


Chief Negotiator


Chief Negotiator

11/18/11
Date

11/18/11
Date

SCHEDULE A RATES OF PAY AND COMPENSATION INFORMATION

2011-2012 School Year

	Start	Step .5	Step 1	Step 1.5	Step 2	Step 2.5	Step 3	Step 3.5	Step 4	Step 4.5	Step 5	Step 5.5	Step 6
Mechanic	\$13.38	\$13.69	\$13.99	\$14.31	\$14.62	\$14.93	\$15.24	\$15.54	\$15.84	\$17.68	\$19.52	\$19.63	\$19.73
Maintenance	\$13.05	\$13.34	\$13.64	\$13.95	\$14.25	\$14.56	\$14.86	\$15.15	\$15.44	\$17.24	\$19.03	\$19.13	\$19.24
C/M	\$10.88	\$11.19	\$11.51	\$11.80	\$12.10	\$12.40	\$12.70	\$13.01	\$13.32	\$15.10	\$16.89	\$16.99	\$17.09
Secretary	\$10.30	\$10.57	\$10.84	\$11.10	\$11.36	\$11.63	\$11.89	\$12.43	\$12.96	\$14.27	\$15.58	\$15.69	\$15.79
Custodian	\$ 8.56	\$ 8.78	\$9.01	\$9.23	\$9.46	\$9.68	\$9.91	\$10.28	\$10.65	\$11.39	\$12.14	\$12.52	\$12.90
Food Service	\$9.70	\$9.91	\$10.12	\$10.34	\$10.56	\$10.78	\$11.00	\$11.45	\$11.89	\$12.91	\$13.92	\$14.04	\$14.15
Lead FS	\$9.70	\$9.91	\$10.12	\$10.34	\$10.56	\$10.78	\$11.00	\$11.45	\$11.89	\$12.91	\$13.92	\$14.04	\$14.15
HCP/GP	\$8.53	\$8.76	\$8.99	\$9.22	\$9.44	\$9.70	\$9.96	\$10.40	\$10.84	\$11.97	\$13.09	\$13.21	\$13.33
PCP/IP	\$8.69	\$8.91	\$9.12	\$9.35	\$9.57	\$9.83	\$10.08	\$10.52	\$10.96	\$12.09	\$13.21	\$13.33	\$13.45

Members will be advanced and paid one-half step for 2011-2012 of the increment, on their date of hire, based on the step they were on at the start of the 2010-11 fiscal year.

- All hourly employees will be on a two week pay period beginning on a Sunday and ending on a Saturday. All hourly employees must have two week time sheet noting the month, day and year approved by their immediate supervisor and submitted to Central Office no later than noon on the Monday following the pay period.
- See Schedule A-1, 2, 3, 5, 6 and 7 for additional compensation notes.

SCHEDULE A

There will be a service bonus for all unit members who have eight (8) or more years of service: Number of years X hourly rate + \$900.00, less 30% for the 2011-12 fiscal year. The bonus will be received the first payday following the employee's anniversary date of hire. When a unit member leaves the district prior to the anniversary date, the service bonus will be prorated.

The Superintendent is entitled to place a new employee on the salary schedule up to three (3) years experience upon completion of the probationary period.

The district will pay for fingerprinting and background checks required for any current employee as it pertains to P.A. 138 of 2005.

Each year a minimum of twenty-five hundred dollars (2500.00) shall be provided for professional development for the employees.

SCHEDULE A-1 COMPENSATION NOTES - MECHANIC

Mechanic: (a) up to three years previous mechanic experience granted,
 (b) \$.25/hour additional for mechanic's license, or

(c) \$.50/hour additional for master mechanic license.

SCHEDULE A-2 COMPENSATION NOTES - MAINTENANCE

An additional \$.25/hour shall be paid for a contractor's license.

SCHEDULE A-3 COMPENSATION NOTES - CUSTODIAL/MAINTENANCE

Pay for Lead Maintenance and Custodial person shall be twenty-five (25) cents per hour effective July 1, 1994. Duties performed shall be similar to those currently performed.

Once a bargaining unit member achieves a Custodial Maintenance status, he/she will retain the salary after a total of a twelve (12) month period. These said employees will be held harmless and will not go back to a lesser wage.

SCHEDULE A-4 COMPENSATION SCHEDULE - BUS DRIVERS

	2011-12
REGULAR & AM/PM DRIVERS 167 DAYS, 7 HOLIDAYS	\$10,614.00
PER TRIP	\$ 30.50
NOON/HALF DAY DRIVERS	
PER TRIP	\$30.50
VOCATIONAL ED. DRIVERS 172 DAYS 7 HOLIDAYS	\$29,742.64
VOCATIONAL ED FIVE (5) HOURS PER DAY	\$20.77/HR
BONUS FOR FULL TIME DRIVING	\$103.56
EXTRA TRIPS FOR ATHLETIC OR EXTRA CURRICULAR-2 HOUR MINIMUM	\$12.30/HR
MEAL ALLOWANCE - TWO (2) MEALS IF TRIP EXCEEDS 7 HRS	\$7.44

All wages subject to change based on wage formulas (See Schedule A).

Reimbursement will be made to drivers who attend 8 or more hours of bus drivers' school or the number of hours as set by the state department.

Overtime rate (time and half) for hours over forty (40) hours each week. Receive fifty (50) percent of missed regular driving rate plus athletic/extra curricular trip rate, when it's impossible to drive the regular route.

An additional allowance of \$.36 per mile for routes in excess of 30 miles per the bus maps filed with the Eaton Intermediate School Office. (Round trip mileage from Bus Garage to Bus Garage.)

A substitute driver must drive the route before being eligible for pay for substituting. Merely reporting to the bus garage doesn't justify payment for substitute.

PHYSICALS: The school district will pay for required DOT school bus driver physicals. They must be performed by the School District designated approved agency.

Special arrangements and salary agreement may be made between the Driver involved, transportation supervisory personnel, and the Superintendent of Schools, involving any special trips which could not be covered by the general contract. An example of this could be a trip where the bus remains at the destination for a period of time greater than one (1) day. Also, this could include a situation where the Driver takes the students to a destination outside the school district and returns immediately to the Maple Valley District and returns at another time later in the same day to pick up the students.

Special Education and/or vocational routes sometimes vary during the school year which results in an adjustment in amount paid for said routes. Said adjustment is based on driver's rate and hours. The number of days per week may also vary during the school year. Notice of any change in hours will be given to the driver in writing within forty-eight (48) hours of any determination of a needed change and will take effect seven (7) days after such notice. In no case shall a trip rate change unless there is an increase or decrease of one-half (1/2) hour or more for that trip.

SCHEDULE A-5 COMPENSATION NOTES - TEACHER PARAPROFESSIONALS

Health Care Specialists:

Health Care Specialists shall receive the basic teacher aides/paraprofessional hourly rate of pay plus the following:

- \$.75 extra for special skills training as approved by administration
- 1.00 extra for basic EMT certification
- 2.00 extra for advanced EMT certification
- 3.00 extra for a licensed practical nursing degree
- 4.00 extra for an associate nursing degree
- 5.00 extra for a specialized nursing degree
 EXAMPLE: respiratory therapist
- 6.00 extra for a registered nursing degree

Up to six (6) years experience may be paid to staff positions requiring special medical skills.

In the event that it becomes impossible to hire a qualified Health Care Aide at the above rates, the Board reserves the right, after notifying the Association to contract with individuals or service companies at rates to be determined by them.

SCHEDULE A-6 COMPENSATION NOTES - SECRETARIES

Secretaries with twelve (12) or more years of seniority shall be paid an additional \$.25 per hour, effective 7/1/00.

Student Software System Coordinator

Special wage adjustment of \$1.00/hr for 4 hours per day and Secretary wages for the other 4 hours. The net effect is that a part-time position has been converted to a full-time position with benefits.

APPENDIX A - MAPLE VALLEY EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, MEA/NEA

GRIEVENCE #

DISTRIBUTION OF FORMS:

- 1. Superintendent
- 2. Supervisor
- 3. Union
- 4. Employee

_____/_____/_____/_____
Building Assignment Name of Grievant Date Filed

A. Date of alleged violation grieved: _____

B. Section, subsection, or policy violated: _____

C. Specific facts leading to and reasons supporting grievance: _____

D. Relief requested: _____

_____/_____
Signature of Grievant Date

LEVEL 1

- A. Date Discussed with Supervisor: _____
- B. Disposition by Supervisor: _____

Signature of Supervisor / _____
Date

LEVEL 2

- A. Date Received by Superintendent or Designee: _____
- B. Disposition of Superintendent or Designee: _____

Signature of Superintendent / _____
Date

- C. Position of Grievant and/or Union: _____

Signature of Union / _____
Date

APPENDIX B - TERMINAL LEAVE

An employee shall receive terminal leave payment, any accrued unused sick leave per the requirements listed in Article 14 (Paid Leaves), and section A- 4.

APPENDIX C - INSURANCE

- A. All full time, forty (40) hours a week, fifty-two (52) week employees shall receive Plan A.
- B. Two (2) Office Clerical employees working thirty-five (35) hours or more per week, for the length of the school calendar or more per school year shall receive Plan A. Selection shall be based on Office Clerical seniority.
- C. Employees regularly scheduled to work at least twenty-five (25) hours per week; at least nine (9) months per year who are not eligible to receive medical health insurance from any other source are eligible for Plan A. The "other source" is defined as a paid for health insurance program paid for by another entity. The number of employees receiving Plan A subsidy paid by the Board under this provision is not to exceed seven (7). If more than seven (7) employees are eligible, Plan A paid 80% by the Board will be available to those seven (7) employees with the highest seniority with the District. Others will be eligible for a Board subsidy equal to the Plan B cost.

Employees believing themselves eligible for this benefit must annually complete a form provided by the Employer. The Employer and the Union shall annually (the last Friday in August) review the application forms and, utilizing the criteria found in this section, determine who is to receive the benefits so provided.

1. Effective September 1, 2011 the Board shall provide payment of premium for Plan A insurance benefits for a full twelve-month (12) period for the employee's entire family. When appropriate Medicare premiums will be paid on behalf of eligible employees, spouses, or dependents.

A. Plan A as follows:

- a. Blue Cross Blue Shield of Michigan (BCBSM) Simply Blue PPO HRA Plan \$4,000/\$8,000, 20%, Blue Preferred Rx Prescription Drug Coverage with \$5 generic/ \$25 Formulary Brand/ \$50 Nonformulary Brand Triple-Tier Copay, Open Formulary
 - i. District will fund the \$4,000/\$8,000 deductible, coinsurance, and office visit/emergency room copay

- b. Long Term Disability
 - i. 66 2.3% of maximum salary
 - ii. Maximum monthly benefit \$3,000
 - iii. 90 Calendar Days-Modified Fill Elimination Period
 - iv. Cola-No
 - v. Mental/Nervous-Same as any other illness
 - vi. Alcoholism/Drug Addition-Same as any other illness
 - vii. Minimum payment-\$100
 - viii. Social Security offset-Primary
 - ix. No Survivor Income
 - x. Freeze on Offsets
 - xi. No Educational supplement
 - xii. 2 years Own Occupation

- c. Dental Plan 80/80/80/80: \$800 (\$1,000)
 - i. Class I 80%, Class II 80%, Class III 80%, Class IV 80%
 - ii. Annual Max Class I, II, III: \$1,000, Lifetime Max Class IV: \$800
 - iii. Two Cleanings per year
 - iv. Sealants: No
 - v. No adult orthodontics

- d. Negotiated Life-\$15,000 with AD&D

- e. Vision Plan
 - i. Exam: \$64
 - ii. Regular Lenses: \$84
 - iii. Bifocal Lenses: \$96
 - iv. Trifocal: \$120
 - v. Progressive: \$144
 - vi. Frames \$65
 - vii. Contacts \$200
 - viii. Benefit available once per benefit year July 1st thru June 30th

- f. Employees will pay will pay twenty percent (20%) of the monthly premium up to:
 - i. Single subscriber: \$90.58 per month
 - ii. Two party: \$216.85 per month

iii. Family: \$271.39 per month

g. Cash in lieu of health insurance shall be \$400 per year

B. Employees not wishing Plan A shall be provided with Plan B as follows:

a. Dental Plan 80/80/80/80: \$800 (\$1,000)

i. Class I 80%, Class II 80%, Class III 80%, Class IV 80%

ii. Annual Max Class I, II, III: \$1,000, Lifetime Max Class IV: \$800

iii. X-Rays paid under Class II

iv. Adult Orthodontic: No

v. Sealants: No

vi. Cleanings: 2 per year

b. Vision Plan

i. Exam: \$64

ii. Regular Lenses: \$84

iii. Bifocal Lenses: \$96

iv. Trifocal: \$120

v. Progressive: \$144

vi. Frames \$65

vii. Contacts \$200

viii. Benefit available once per benefit year July 1st thru June 30th

c. Negotiate life-\$20,000 with AD&D

d. Long Term Disability: Same as Plan A

e. \$400 per month cash-in-lieu of health insurance through district's Flexible Benefit Plan or applied through an annuity to which employees may elect to deposit (with accepted vendors) this cash payment to.

f. An employee who does not wish to have dental or vision insurance may opt out pursuant to the rules of the carrier.

2. Effective January 1, 2012 the Board shall provide payment of premium for Plan A insurance benefits for a full twelve-month (12) period for the employee's entire family. When appropriate Medicare premiums will be paid on behalf of eligible employees, spouses, or dependents.

A. Plan A as follows:

- a. Blue Cross Blue Shield of Michigan (BCBSM) Simply Blue PPO HSA Plan \$1250/\$2,500, 0%, Blue Preferred Rx Prescription Drug Coverage with \$5 generic/ \$25 Formulary Brand/ \$50 Nonformulary Brand Triple-Tier Copay, Open Formulary
 - i. District will fund the HSA (Health Savings Account) with a deposit of \$1,250 for one person contracts and \$2,500 for two person and family contracts on January 1, 2012
 - ii. Mid-year new hires will be enrolled in the BCBSM Simply Blue HRA program with the district funding the deductible until the following January 1st at which time the employee will be enrolled in the BCBSM HSA plan
- b. Long Term Disability
 - i. 66 2.3% of maximum salary
 - ii. Maximum monthly benefit \$3,000
 - iii. 90 Calendar Days-Modified Fill Elimination Period
 - iv. Cola-No
 - v. Mental/Nervous-Same as any other illness
 - vi. Alcoholism/Drug Addition-Same as any other illness
 - vii. Minimum payment-\$100
 - viii. Social Security offset-Primary
 - ix. No Survivor Income
 - x. Freeze on Offsets
 - xi. No Educational supplement
 - xii. 2 years Own Occupation
- c. Dental Plan 80/80/80/80: \$800 (\$1,000)
 - i. Class I 80%, Class II 80%, Class III 80%, Class IV 80%
 - ii. Annual Max Class I, II, III: \$1,000, Lifetime Max Class IV: \$800
 - iii. Two Cleanings per year
 - iv. Sealants: No
 - v. No adult orthodontics

d. Negotiated Life-\$15,000 with AD&D

e. Vision Plan

- i. Exam: \$64
- ii. Regular Lenses: \$84
- iii. Bifocal Lenses: \$96
- iv. Trifocal: \$120
- v. Progressive: \$144
- vi. Frames \$65
- vii. Contacts \$200
- viii. Benefit available once per benefit year July 1st thru June 30th

f. Employees will pay will pay twenty percent (20%) of the monthly premium up to:

- i. Single subscriber: \$90.58 per month
- ii. Two party: \$216.85 per month
- iii. Family: \$271.39 per month

g. Cash in lieu of health insurance shall be \$400 per year

B. Employees not wishing Plan A shall be provided with Plan B as follows:

a. Dental Plan 80/80/80/80: \$800 (\$1,000)

- i. Class I 80%, Class II 80%, Class III 80%, Class IV 80%
- ii. Annual Max Class I, II, III: \$1,000, Lifetime Max Class IV: \$800
- iii. X-Rays paid under Class II
- iv. Adult Orthodontic: No
- v. Sealants: No
- vi. Cleanings: 2 per year

b. Vision Plan

- i. Exam: \$64
- ii. Regular Lenses: \$84
- iii. Bifocal Lenses: \$96
- iv. Trifocal: \$120
- v. Progressive: \$144
- vi. Frames \$65
- vii. Contacts \$200
- viii. Benefit available once per benefit year July 1st thru June 30th

- c. Negotiate life-\$20,000 with AD&D
- d. Long Term Disability: Same as Plan A
- e. \$400 per month cash-in-lieu of health insurance through district's Flexible Benefit Plan or applied through an annuity to which employees may elect to deposit (with accepted vendors) this cash payment to.
- f. An employee who does not wish to have dental or vision insurance may opt out pursuant to the rules of the carrier.

D. Employees not eligible for or not electing health insurance but who are regularly scheduled to work at least twenty-five (25) hours per week are eligible to receive dental, vision, long term disability and life insurance instead. Employees eligible for but not electing health insurance may take a \$400.00 cash-in-lieu per month stipend. These employees are eligible to receive Plan B except for the \$15.00 per month already included in Plan B.

Pro-rata portion of the monthly two party rate for Plan B paid as cash through the District's Section 125 Plan.

The pro-ration is directly proportional to the hours worked compared to 25 hours a week. For example: an employee regularly scheduled to work 15 hours a week:

$$15 \text{ hrs.} / 25 \text{ hrs.} = .60 \text{ or } 60\%$$

$$60\% \text{ of } \$70.00 = \$42.00 \text{ per month}$$

E. Bargaining unit members electing to receive health, dental, vision and or long term disability insurance shall have shared premium amounts deducted through the District's Flexible Benefits Plan including Flexible Spending Accounts for members.

F. Payroll deduction shall be available for all insurance programs.

APPENDIX D - PROCEDURE FOR DONATED SICK LEAVE FOR EXTRAORDINARY NEEDS

The Maple Valley Schools (MVS), the Maple Valley Education Association (MVEA) and the Maple Valley Educational Personnel Association (MVESPA) mutually agree to the following:

1. Members facing the need for sick leave for personal or family medical crisis that are on the verge (pay period prior to) of exhausting their sick leave balance can request through the MVS to have sick leave donated by members of the MVEA

or MVESPA or MVS to negate the disruption of their pay during the extraordinary need period.

2. Members of either, MVEA or MVESPA or MVS with a positive personal sick leave balance may voluntarily contribute one or more sick leave hour(s) to a member of MVEA or MVESPA or MVS, who is in need of sick leave for extraordinary needs.
3. The Joint Donated Sick Leave Form (attached) identifies the recipient and the donors and the number of sick leave days that they are donating and their authorizing signature. The days donated will be used on an alphabetical rotation basis and deducted from the donors' accumulated sick leave balance as used. Sick Leave Hours being donated can only be donated within a bargaining unit.
4. Sick Leave Hours being donated will be counted as a full day even if the donors' day is less than a full day. A sick leave day is a sick leave day.
5. No member facing an extraordinary personal medical crisis who is facing exhaustion of his/her sick leave balance may receive contributions of more than ninety (90) sick leave days to implement Long Term Disability Income protection.
6. A member who receives donated sick leave is under no obligation to repay the days that may be credited to his/her personal balance.
7. The parties agree that a member's request will be reviewed by a Joint MVS/MVEA/MVESPA Committee (two (2) members each), who will approve or disapprove the request with ties being decided by the Superintendent. The Joint Committee will provide administrative guidance on handling donated sick leave for extraordinary needs.

**Joint Donated Sick Leave
for Extraordinary Needs Form**

We authorize the Maple Valley Schools (MVS) to deduct the identified number of sick leave days from my accumulated sick leave balance to be assigned to _____ as outlined in Appendix D-Procedure for Joint Donated Sick Leave for Extraordinary Needs in the Collective Bargaining Agreement.

Name	Signature	Number of Days
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

APPENDIX E - EMPLOYEE'S WARNING RECORD

MAPLE VALLEY SCHOOLS EMPLOYEE'S WARNING RECORD

EMPLOYEE'S NAME: _____ DATE: _____

DEPARTMENT: _____

SUPERVISOR'S NAME: _____

DATE OF VIOLATION: _____ TIME OF VIOLATION: _____

NATURE OF VIOLATION: _____

STEP OF DISCIPLINARY ACTION:

_____ COUNSELED

_____ VERBAL WARNING

_____ WRITTEN WARNING

_____ SUSPENSION (without pay)

_____ TERMINATION

DATE OF PREVIOUS WARNING: _____ WHAT STEP: _____

EMPLOYER REMARKS: _____

EMPLOYEE'S REMARKS: _____

My signature below is verification that I have received documentation of this written warning. It does not necessarily indicate agreement. I understand that I have 10 days to submit a rebuttal for attachment to this document.

EMPLOYEE'S SIGNATURE: _____ DATE: _____

SUPERVISOR'S SIGNATURE: _____ DATE: _____

CONFIDENTIAL:

CC: PERSONNEL FILES

JOB DESCRIPTIONS

FACILITIES/CUSTODIANS

Qualifications:

1. Pass a basic skills test.
2. High school diploma or equivalent.
3. Knowledge in the general operation of internal building cleaning.
4. Demonstrated ability to operate and maintain various types of cleaning equipment.
5. Demonstrated aptitude for successful fulfillment of assigned performance responsibilities.
6. Demonstrate the ability to keep confidentiality in regards to the Family Privacy Act

Job Summary:

The custodian is responsible to maintain the physical school plant and grounds in a condition of operation excellence so as to provide students with an attractive, clean, and safe environment in which to learn.

Performance Responsibilities:

1. Preserve the physical property and equipment of the Maple Valley Schools.
2. Maintain the buildings and equipment with emphasis given to safety for those who use the school plant.
3. Employee must have knowledge for the proper cleaning of all areas of a school building and grounds (for example - classrooms, restrooms, shops, kitchens, grounds, etc.) As well as the knowledge to operate various types of equipment. This would include the following: vacuum cleaners, wet vacs, carpet extractors, scrubbers, burnishers, trimmers, mowers, etc.
4. Employee must be thorough in work and practice safety procedures.
5. Generally, custodians will not perform maintenance duties except to take immediate action in emergency situations and when assisting maintenance in a helper capacity, which shall be kept to a minimum.
6. Employee must be responsible for grounds care.
7. Employee must be able to operate and maintain lawn care and sidewalk snow removal equipment including routine pre- and post-operation maintenance (check oil, gas, blades, etc.).

DELIVERY DRIVER

Qualifications:

1. Must be at least 18 years of age.
2. Training and skills necessary to successfully carry out the requirements of the job.
3. Possess a valid chauffeur's license.
4. Must be able to lift heavy objects to a maximum of 60 lbs.
5. Must pass a physical examination and any other reasonable physical requirements set by the Board of Education and State.
6. Must be capable of working with student and staff members.
7. Must have an excellent driving record.
8. Demonstrate the ability to keep confidentiality in regards to the Family Privacy Act.

Duties and Responsibilities:

1. Follow traffic laws as established by the State of Michigan.
2. Consider safety as your major responsibility.
3. Report any needed repair work immediately to the mechanic. It is the driver's responsibility to notify the mechanic when it is time for an oil change.
4. Keep vehicle clean at all times.
5. Report any accidents immediately to the supervisor as well as the Superintendent of Schools; complete the district accident report. Police should be contacted in the event of any accident.
6. Driver is responsible for the proper delivery of the district mail to all buildings.
7. Driver is responsible for picking up and delivering mail to the Nashville and Vermontville post offices.
8. Driver is responsible for picking up bank deposit bags at the assigned banks.
9. Driver is responsible for delivering and picking up food carts at the designated buildings.
10. Driver is responsible for delivering any other supplies to the buildings when requested by the supervisor.
11. Other duties as assigned by the supervisor.

Other responsibilities:

1. Notify the supervisor if unable to drive the delivery truck because of illness or other leave. This should be done at least four (4) hours in advance of beginning the route.
2. Do not allow any riders unless authority by the supervisor.
3. Driver is not allowed to smoke in any school owned vehicles.

GENERAL DUTIES - C/M & C

1. Be thorough in work.
2. Report misconduct or damage to the building on the part of students to the building principal as soon as possible. In cases of misbehavior on the part of the student, the situation should immediately be brought to the attention of the teacher or adult in charge of the activity,
3. Keep the buildings, grounds, and equipment orderly, clean and neat.
4. In case of problems in maintenance, etc. report these to the immediate supervisor immediately.
5. Call Consumers Energy immediately upon any indication of gas leakage or odor in any building.
6. Dust furniture in classrooms (or assist teacher), hall storage cabinets and/or display cases.
7. Sweep regular classrooms daily along with emptying wastebaskets, locking windows, and adjusting shades or drapes.
8. Shop areas are to be cleaned daily or on schedule approved by the immediate supervisor.
9. Sweep halls and corridors daily (twice daily where necessary).
10. Sweep gymnasium or multipurpose areas daily.
11. Wash glass in classroom doors and glass at classroom entrances at least once weekly
12. Mop toilet areas, locker rooms and kitchen areas daily.
13. Clean toilet bowls, seats and fittings daily.
14. Clean mirrors daily.
15. Clean fluorescent tubes and fixtures at least once a year.
16. Clean and wash windowpanes, and entranceways as needed.
17. Clean white boards as needed.
18. Clean and care for tools and supplies as necessary.
19. Put out and take in the flag daily or make certain that this is being done daily. Make these arrangements with the immediate supervisor.
20. Dispose of all rubbish or paper.
21. Assist Food Service Personnel when it is necessary to move heavy commodities.
22. Check playground equipment weekly for safety.
23. Clean screens and vents above the stoves and kitchens as needed.
24. Clean and wash furniture annually and whenever necessary.
25. Assist teachers and students in preparation for special activities whenever possible.
26. Building checks will be performed as requested by administration and routinely scheduled between December 1 and March 15.
27. Perform all other appropriate duties as may be assigned by the administration.

Updated 9-1-04

FACILITIES/CUSTODIAL MAINTENANCE (C/M)

Qualifications:

1. Pass a basic skills test.
2. High School diploma or equivalent.
3. Demonstrated experience in carpentry, electrical, and plumbing.
4. Knowledge in the general operation of internal building maintenance.
5. Demonstrated ability to operated, maintain, and make adjustments to various types of fixtures and equipment.
6. Demonstrated aptitude for successful fulfillment of assigned performance responsibilities.
7. Demonstrate the ability to keep confidentiality in regards to the Family Privacy Act.

Job Summary:

The C/M is responsible to maintain the physical school plant and grounds in a condition of operating excellence so as to provide students with an attractive, clean, and safe environment in which to learn.

Performance Responsibilities:

1. Preserve the physical property and equipment of the Maple Valley Schools.
2. Maintain the buildings and equipment with emphasis given to safety for those who use the school plant.
3. Responsible for the proper heating, ventilating and lighting of the building.
4. Responsible for the general cleaning according to the cleaning standards of the District.
5. Responsible for the proper care of lawn, shrubs, trees, athletic fields, etc., on all school property as well as cleaning sidewalks and paved areas.
6. Is expected in so far as possible to assume the responsibility for the general repair, maintenance of instructional equipment, heating-ventilating units, lighting, plumbing and other school equipment.
7. Is responsible for other related duties necessary for the efficient operation of the school plant as may be assigned by his / her immediate supervisor/ administrator. The C/M will work with the school administration in such matters.
8. Responsible for the proper receiving, storing and use of custodial supplies.
9. The C/M in each building is to coordinate with the immediate supervisor building needs, repairs and equipment.
10. Perform all other appropriate duties as may be assigned by the administration.

Updated 9-1-04

FACILITIES/MAINTENANCE

Qualifications:

1. Pass a basic skills test.
2. High school diploma or equivalent.
3. Experience necessary in carpentry, electrical, and plumbing.
4. Knowledge in the general operation of internal building maintenance (including heating and cooling systems, custodial operations, lighting, and ventilations systems).
5. Knowledge of maintenance and repair products.
6. Demonstrate the ability to keep confidentiality in regards to the Family Privacy Act.

Job Summary:

The maintenance worker is responsible to maintain the physical school plant and grounds in a condition of operating excellence so as to provide students with an attractive and safe environment in which to learn.

Performance Responsibilities:

1. Preserve the physical property and equipment of the Maple Valley Schools.
2. Maintain and care for school grounds including mowing and snow removal.
3. Maintain equipment in good working condition with immediate attention given to repairs and replacements as needed.
4. Maintain the buildings and equipment with emphasis given to safety for those who use the school plant.
5. Preserve the health of all who use the buildings and grounds through cleanliness, sanitation, proper heat, ventilation, lighting, grounds upkeep (including snow removal and other controls designed to maintain a healthful environment).
6. Create goodwill through excellent service, courteous regard for who use building and desirable personal attitudes, cleanliness, appearance, and performance.
7. Maintain an adequate flow of oral and written information keep the administration abreast of current activities and problems.
8. Examine district owned facilities on a regular basis for purposes of maintenance.
9. Perform all other appropriate duties as may be assigned by the administration.

Updated 7-7-04

ASSISTANT COOK

Qualifications:

1. High school diploma or equivalent.
2. Experience in food services preferred.
3. Knowledge in the general operation of a lunch program.
4. Course in safety and sanitation.
5. Experience working with young children.
6. Demonstrated ability to work with others in a positive, productive way.
7. Demonstrated ability to communicate effectively with students, staff, parents, and the community while projecting a positive image that enhances the school.

Job Summary:

The assistant cook is responsible to prepare and serve the students attractive and nutritious meals for breakfast and lunch in an atmosphere of efficiency, cleanliness, and friendliness.

Performance Responsibilities:

1. Prepare food, the cafeteria counter, and serve the food for breakfast and lunch.
2. Clean up used dishes and the kitchen after each meal served.
3. Help prepare an inventory of food and supplies.
4. Maintain records as required by the head cook.
5. Perform all other appropriate duties as may be assigned by the administration.

HEAD COOK

Qualifications:

1. High school diploma or equivalent.
2. Experience necessary in food services.
3. State certification required.
4. Knowledge in the general operation of a lunch program.
5. Training in safety and sanitation.
6. Experience working with young children.
7. Demonstrated ability to work with others in a positive, productive way.
8. Demonstrated ability to communicate effectively with students, staff, parents, and the community while projecting a positive image that enhances the school.
9. Demonstrate the ability to keep confidentiality in regards to the Family Privacy Act.

Job Summary:

The head cook is responsible to prepare and serve the students attractive and nutritious meals for breakfast, lunch and lunch ala carte in an atmosphere of efficiency, cleanliness, and friendliness.

Performance Responsibilities:

1. Meet with food service supervisor to discuss menus, program changes, and problems.
2. Order food and supplies as needed.
3. Direct the preparation of food, prepare the cafeteria counter, and may serve the food for breakfast, lunch and ala carte.
4. Direct the clean up of used dishes and the kitchen after each meal served.
5. Maintain records as required by the food service supervisor.
6. Coordinate the use of the kitchen facilities and/or equipment.
7. Perform all other appropriate duties as may be assigned by the administration.

ELEMENTARY SCHOOL SECRETARY

Qualifications:

1. Pass a basic skills test.*
2. A secretarial associate degree or equivalent training preferred.
3. A minimum of three years secretarial experience preferred.
4. Spelling, grammar, and letter writing skills.
5. Self-initiative and public relations skills.
6. Basic accounting skills.
7. Good organizational skills.
8. Computer experience required, school software experience preferred.
9. Demonstrated ability to work with others in a positive, productive way.
10. Demonstrated ability to communicate effectively with students, staff, parents, and the community while projecting a positive image that enhances the school.
11. Demonstrate the ability to keep confidentiality in regards to the Family Privacy Act .

Job Summary:

The elementary school secretary shall perform secretarial duties and assist the principal in the general operations of the elementary school program.

Performance Responsibilities:

General: Become familiar with the general operations of the elementary schools and the role and function of the elementary school principal.

Clerical:

1. Sort and distribute incoming mail for the principal and elementary school staff.
2. Answer incoming telephone calls and serve as a receptionist for the elementary school office.
3. Typing assignments for the administrator and/or office:
 - a. General correspondence.
 - b. Memorandums to the Board, staff, and others.
 - c. Preparation, production, and distribution of copies.
 - d. Preparation of purchase orders.
 - e. Preparation of various record keeping forms.

- f. Prepare and distribute the staff handbook, student handbook, curriculum handbook, etc.
- g. Type and reproduce the parent newsletter.
- h. Prepare other materials as directed by an administrator.
4. May prepare forms and materials for the kindergarten screening and registration.
5. Produce class lists and address lists for teachers, the bus supervisor, PTO, support services, etc.
6. Verify and report records of substitute teachers.
7. Collect all absent report forms for the principal's signature.
8. May occasionally secure substitutes.
9. Collect all non-certified personnel time cards.
10. Assist with the maintenance of personnel files and student files located in the elementary school office.
11. May assist with the building weekly and monthly calendar of events.

Office and Teaching Supplies:

1. Maintain records of office and teaching supplies.
2. Maintain adequate inventory levels of teaching and office supplies (keep storage in orderly fashion).
3. Prepare necessary information to assist in the ordering of supplies for the elementary school and office.
4. Prepare the coop order for the elementary school/s.
5. Distribute teacher and classroom supplies as needed.

Student Services:

1. Prepare all registration information for students when entering or enrolling in the elementary school.
2. Maintain accurate student immunization records.
3. Follow-up on all incomplete immunization records.
4. Maintain student records, files, and student service data.
5. Receive and deliver messages for staff and students.
6. May request and collect student assignments when absent.
7. May assist students with first aid when necessary and with the distribution of medication.
8. Compile membership information for the student count reports.
9. May contact a parent when a student is sick or injured. May care for a sick or injured student until the parent arrives.
10. May schedule IEPC's for elementary students.

Data Processing:

1. Maintain student record data base.
2. Enter all records and reports on the computer.
3. Record daily attendance of all students on the computer.
4. Assist with registration packets.

Miscellaneous:

1. Perform all other appropriate duties as may be assigned by the administration.

*Employee hired prior to February 2004 who has an associate degree or 60 hours credit or has an existing satisfactory evaluation is "grand parented" into their current secretarial position without a basic skills test.

Updated 9-1-04

HIGH SCHOOL SECRETARY

Qualifications:

1. Pass a basic skills test. *
2. A secretarial associate degree or equivalent training preferred.
3. A minimum of three years secretarial experience preferred.
4. Spelling, grammar, and letter writing skills.
5. Self-initiative and public relations skills.
6. Basic accounting skills.
7. Good organizational skills.
8. Computer experience required, school software experience preferred.
9. Demonstrated ability to work with others in a positive, productive way.
10. Demonstrated ability to communicate effectively with students, staff, parents, and the community while projecting a positive image that enhances the school.
11. Demonstrate the ability to keep confidentiality in regards to the Family Privacy Act.

Job Summary:

The high school secretary shall perform secretarial duties and assist high school administration in the general operations of the District.

Performance Responsibilities:

General:

Become familiar with the general operations of the high school and the role and function of the administration.

Clerical

1. Sort and distribute incoming mail for the administration and high school staff.
2. Answer incoming telephone calls and serve as a receptionist for the high school office.

3. Typing assignments for the administration and/or office -
 - a. General correspondence.
 - b. Memorandums to the Board, staff, and others.
 - c. Preparation, production, and distribution of copies.
 - d. Preparation of purchase orders.
 - e. Preparation of various record keeping forms.
 - f. Prepare and distribute the staff handbook, student handbook, curriculum handbook, etc.
 - g. Prepare other materials as directed by an administrator.
4. Maintain accounting records for the high school activity funds.
 - a. Count and deposit monies for all student activity funds.
 - b. Write expenditure checks for all student activity accounts.
 - c. Balance all student activity accounts each month.
5. Maintain records of substitute teachers and prepare all necessary payment vouchers.
6. Collect all absent report forms for the administrator's signature.
7. May secure substitutes for teachers and /or aides planning to be absence or attending a workshop.
8. Maintain student records, files, and student service data. Maintain the personnel files and student files located in the high school office.
9. Produce the building weekly calendar of events.

Office and teaching supplies

1. Maintain records of office and teaching supplies.
2. Maintain adequate inventory levels of teaching and office supplies (keep storage in orderly fashion).
3. Prepare necessary information to assist in the ordering of supplies for the high school and office.
4. Prepare the school supply orders for the jr.-sr. high school/s.
5. Distribute teacher and classroom supplies as needed.

Student services

1. Prepare all registration information for students when entering or enrolling in the high school.
2. Maintain accurate student immunization records.
3. Maintain student records, files, and student service data.
4. Receive and deliver messages for staff and students.
5. Supervise students while in the office.
6. Assist students with first aid when necessary and with the distribution of medication.
7. Compile membership information for the student count reports.

Data Processing:

1. Maintain student record database.
2. Enter all records and reports on the computer.
3. Record daily attendance of all students on the computer.
4. Assist with registration packets.

Special Education:

1. Maintain the district special education file for the supervisor.
2. Order and disburse special education forms for the district.
3. Provide communications between the EISD and the district special education personnel.
4. Schedule IEPC's for elementary students.
5. Assist the EISD in special education monitoring and evaluation.
6. Key records information for the district special education students to the computer terminal.
7. Distribute all materials to the district special education staff.

Miscellaneous:

1. Perform all other appropriate duties as may be assigned by the administration.

*Employee hired prior to February 2004 who has an associate degree or 60 hours credit or has an existing satisfactory evaluation is "grand parented" into their current secretarial position without a basic skills test.

Updated 9-1-04

STUDENT SOFTWARE SYSTEM COORDINATOR

Qualifications:

1. Pass Basic Skills Test
2. Knowledge of student software, including processing downloads, installing new software, hardware, etc.
3. Knowledge and experience in the installation of software
4. Ability to coordinate, manage, and work with groups and individuals
5. Must be service and task completion oriented
6. Experience and skill in software troubleshooting and maintenance
7. Demonstrated ability to create and maintain accurate record keeping procedures
8. Ability to communicate confidentially with employees and other business contacts in a courteous and professional manner
9. Demonstrate the ability to keep confidentiality in regards to the Family Privacy Act.

Job Summary:

The Coordinator is responsible for maintaining the student software system, including acting as a liaison between all system users and software provider.

Performance Responsibilities:

1. District resource and support for all district student software users and related issues
2. Establish data and information format to be maintained in student software
3. Input test results and prepare output files for (MEAP, ACT, SAT, etc.) in student software
4. Assist district with HS student scheduling and set up of master schedule in student software
5. Work with Central Office Personnel:
 - a. For management of information for district buildings
 - b. To set up training sessions
 - c. Coordinate software management
 - d. Serves as a liaison to building secretaries
 - e. Establish district procedures for maintaining student record information
6. Responsible for set up and maintaining district's student software users security, district codes, graduation requirements, secondary grading module
7. Coordinate/Execute End of Year processing and New Year Start-up for the student software
8. Perform all other appropriate duties as maybe assigned by the administration.
9. Maintain confidentiality of district and student information.

GENERAL PARAPROFESSIONAL

Qualifications:

1. High school diploma or equivalent.
2. Experience working with young children.
3. Demonstrated ability to work with others in a positive, productive way.
4. Demonstrated ability to communicate effectively with students, staff, parents, and the community while projecting a positive image that enhances the school.
5. Demonstrate the ability to keep confidentiality in regards to the Family Privacy Act.

Job Summary:

The general paraprofessional is responsible for providing supervision and student control in lunchroom and playground.

Performance Responsibilities:

1. Supervise students at recess.
2. Supervise students while in the lunchroom. Circulate in order to be available to help children or resolve any minor problems.
3. Complete accident and/or incident reports as necessary.
4. Maintain open communications with the classroom teachers/principal on playground incidents.
5. Visually scan and report potential hazards on the playground.
6. Distribute announcements, mail, and other communiqués to the staff as directed.
7. May collect communications, mail and other materials for distribution to other buildings.

8. May assist students with first aid when necessary and with the distribution of medication.
9. May contact a parent when a student is sick or injured. May care for a sick or injured student until the parent arrives.
10. Attend training as requested by the administration.
11. Maintain confidentiality of District and student information.
12. Perform other appropriate responsibilities as assigned by the teacher or administration.

Updated 9-1-04

GENERAL PARAPROFESSIONAL DISTRICT TECHNOLOGY ASSISTANT

Qualifications:

- High School diploma or equivalent
- Must have good organization skills
- Must be flexible and self-directed in a variety of situations
- Must possess the following knowledge and skills:
 - Working knowledge of Windows 98 and XP
 - Working knowledge of Microsoft Office applications
 - Basic knowledge of Novell and Zenworks
 - Basic Knowledge of installing software using Zenworks
 - Basic knowledge of computer imaging
 - Ability to install various hardware and peripherals
 - Ability to install various internal components to a system
 - Ability to install various software
 - Basic understanding of the Maple Valley computer network system
 - Ability to reformat and reinstall system software
 - Experience using both Macintosh and PC Platforms
- Must be able to communicate effectively with staff members
- Must be willing to work after school hours
- Must have reliable transportation
- Must be willing to continue learning and keep up with current technology
- Prior experience preferred

HEALTH CARE PARAPROFESSIONALS

Qualifications:

1. Pass a skills test approved by the Michigan Department of Education.*
2. Associates degree or 60 hours credit that transfers to a four-year university preferred.
3. Preferred trained health care aide.
4. High school diploma or equivalent.
5. Experience working with young children.
6. Basic computer literacy is required.
7. Organization skills.
8. Demonstrated ability to work with others in a positive, productive way.
9. Demonstrated ability to communicate effectively with students, staff, parents, and the community while projecting a positive image that enhances the school.
10. Demonstrate the ability to keep confidentiality in regards to the Family Privacy Act.

Job Summary:

The health care paraprofessional is responsible for providing health care assistance to special needs students, including instructional, tutoring, and small group work with students.

Performance Responsibilities:

1. Health Care paraprofessionals shall work with specific students as designated in an IEP or as deemed necessary by administration and assist in general classroom duties as assigned.
2. Duties for each assigned child may include:
 - Feed / supervising eating
 - Toileting
 - Diapering
 - Catheterizing
 - Suctioning
 - Lifting
 - Accompanying to and from locations related to school functions, i.e., field trips.
 - Supervision and assistance at recess / during classroom instruction
 - Other required medical procedures
 - Riding to and from school with student(s) may be required
 - Perform other appropriate responsibilities as assigned by the teacher or administration.
 - Duties listed in Article 12, page 23.

* Employee hired prior to February 2004 who has an associate degree or 60 hours credit and has an existing satisfactory evaluation is "grand parented" into their current paraprofessional position without a basic skills test. An employee may also be "grand parented" into their current paraprofessional position with a successful portfolio review on file by January 8, 2006.

Updated 9-1-04

INSTRUCTIONAL PARAPROFESSIONAL

Qualifications:

1. Pass a skills test approved by the Michigan Department of Education.*
2. Associates degree or 60 hours credit that transfers to a four-year university preferred.
3. High school diploma or equivalent.
4. Experience working with young children.
5. Basic computer literacy is required.
6. Organization skills.
7. Demonstrated ability to work with others in a positive, productive way.
8. Demonstrated ability to communicate effectively with students, staff, parents, and the community while projecting a positive image that enhances the school.
9. Demonstrate the ability to keep confidentiality in regards to the Family Privacy Act.

Job Summary:

The instructional paraprofessional is responsible for providing instructional assistance, tutoring, and small group work with students, and may include student support center, or Fuller Focus Room.

Performance Responsibilities:

Students

1. Assist students in meeting educational goals, the state performance standards and benchmarks.
2. Supervise students as directed by teacher and/or principal.
3. May assist students with first aid when necessary and with the distribution of medication.
4. May contact a parent when a student is sick or injured. May care for a sick or injured student until the parent arrives.

Teachers

1. Work under the direct supervision of the classroom teacher who has primary responsibility for instructional services.
2. Supplement the instructional program by working with the individual students or small groups under the direction of the teacher.
3. Assist the classroom teacher in implementing instructional activities.
4. Assist in the supervision, maintenance, and direction of students in all school-related settings.
5. Assist in the clerical and record-keeping activities as determined by the program.
6. Alert the teacher to any problem or special information about an individual student.
7. Serve as a source of information and help to any substitute teacher assigned in the absence of the regular teacher.
8. Attend training as requested by the administration.
9. Become familiar with the learning materials.

Parents

1. Communicate confidentially with parents regarding their child's educational program.
2. May be asked to participate in parent-teacher conferences.

Miscellaneous

1. Perform other appropriate responsibilities as assigned by the teacher or administration.

*Employee hired prior to February 2004 who has an associate degree or 60 hours credit and has an existing satisfactory evaluation is "grand parented" into their current paraprofessional position without a basic skills test. An employee may also be "grand parented" into their current paraprofessional position with a successful portfolio review on file by January 8, 2006.

Updated 9-1-04

INSTRUCTIONAL PARAPROFESSIONAL LIBRARY

Qualifications:

1. Pass a skills test approved by the Michigan Department of Education.*
2. Associates degree or 60 hours credit that transfers to a four-year university preferred.
3. High school diploma or equivalent.
4. Experience working with young children.
5. Basic computer literacy is required.
6. Organization skills.
7. Demonstrated ability to work with others in a positive, productive way.
8. Demonstrated ability to communicate effectively with students, staff, parents, and the community while projecting a positive image that enhances the school.
9. Demonstrate the ability to keep confidentiality in regards to the Family Privacy Act.

Job Summary:

The elementary library paraprofessional is responsible for the daily operations of the Library, check out/in materials, and may include some clerical and filing duties. Additionally, the high school library paraprofessional is responsible to assist the technology/media specialist.

Performance Responsibilities:

1. Maintain circulation, and catalog
2. Shelve and organize library materials accurately
3. Accurately handle library/media communications
4. Assist students in using library resources and provide computer assistance when needed
5. Correctly use various pieces of media equipment as needed
6. Supervise students in a user-friendly environment

7. Supervise and guide student aides
8. Keep library neat, organized, and student-centered
9. Assist teachers in the use of library equipment and facilities
10. Maintain collected works in the library
11. Perform other appropriate responsibilities as assigned by administration or technology/media specialist.

*Employee hired prior to February 2004 who has an associate degree or 60 hours credit and has an existing satisfactory evaluation is "grand parented" into their current paraprofessional position without a basic skills test. An employee may also be "grand parented" into their current paraprofessional position with a successful portfolio review on file by January 8, 2006.

Updated 9-1-04

COMPUTER LAB AIDE

Title I is a student entitlement program, not a teacher entitlement program.

The Title I Computer Lab aide assists students in the lab who are experiencing difficulty and/or students who are using assistive technology or taking computer assisted tests. He/she may also work with students using computer programs to improve their skills in the core content areas.

The purpose of the program is to supplement, not supplant, instruction students receive in their assigned classroom. The Computer Lab aide will:

- Support the computer lab teacher with meeting the need of students experiencing difficulty using the technology in the lab
- Consult with the classroom teacher to determine what kind of instruction or assistance each student needs
- Provide a warm, trusting environment where students will be willing to try
- Give students a chance to experience success in a comfortable setting
- Promote a love of technology and an appreciation for the impact of technology on their lives and society
- Share observations with teachers
- Help students use what they know
- Work with the computer lab teacher to learn strategies to use with students
- Give students strategies to use while working with computer programs or working on projects using the computer

- Use strategies that are best practice and research based
- Assist the student with any standardized testing according to testing rules (set by the state, testing entity, or student IEP)
- Facilitate curriculum based reading and math software program, including Accelerated Reader
- Run records for the above programs
- Data entry
- Assist students in open lab settings
- Assist students with class projects assigned by the classroom teacher

During the time the Computer Lab Aide is working in that capacity, he/she may not. . .

- Correct papers or tests or record grades for teachers
- Administer the MLPP, as that requires special training and is to be administered by a teacher
- Work on bulletin board projects
- File papers, etc.
- Run copies
- Do playground duty
- Do lunchroom duty
- Run errands

SCIENCE LAB ASSISTANT

Title I is a student entitlement program, not a teacher entitlement program.

The science lab aide's main job is to assist students. He/she will work with the science lab teacher in meeting with each class from each grade, 4-6, one time per week for 45 minutes. This is a Title I position. The science lab teacher will help develop and deliver the lessons. This includes support with: preparing the experiments, setting up the lab, and cleaning up the experiments when completed. The aide will help implement the lessons and give extra attention and assistance to those students who are experiencing difficulty. The aide's responsibility is to help all students be successful in Science.

The science lab aide will:

- Cover all standards and benchmarks for science for each grade
- Work with physical, earth, and life sciences
- Collaborate with teachers and consult their textbooks to target areas of need as they surface

- Give the students hands-on experiences that are not conducive to implementing outside a lab setting
- Help build team skills for students and work in groups
- Focus on essential vocabulary – reinforce and repeat key terms
- Supplement, reinforce, and support the science concepts that the classroom or lab teacher is teaching
- Help incorporate higher level thinking skills: application, analysis, synthesis, evaluation.
- Help instruct within the framework of the scientific method: question, research/activate prior knowledge, hypothesize, plan, experiment, collect and record data, analyze, conclude, report
- Help give pre- and post assessments with the idea of using assessment as a tool to determine instruction as well as to determine the impact of the science lab on student performance

During the time the Title I Science Lab Aide is working in that capacity, he/she may not.

- Correct papers or tests or record grades for teachers
- Work on bulletin board projects, except as needed for the science lab
- File papers, etc.
- Run copies, except as needed for the science lab lesson
- Do playground duty
- Do lunchroom duty
- Run errands

TITLE ONE READING/MATH AIDE

Title I is a student entitlement program, not a teacher entitlement program.

The Title I Reading aide will meet with identified (at risk) students in groups of three or four, four to five times a week for a period of approximately 30 minutes per session. Alternatively, the aide may supervise other children, working independently in the classroom, while the teacher in that classroom works with (at risk) students needing extra help.

Our rationale for small groups is that students receive more focused instruction and assistance, and struggling students need many repetitions to learn something new. The primary focus will be to help those students who are struggling in the core academic areas, with the main focus on English Language Arts, including reading, writing, speaking, listening.

The purpose of the program is to supplement, not supplant, instruction students receive in their assigned classroom. The Title I Reading aide will:

- Support the classroom teacher with literacy teaching for students needing extra help
- Consult with the classroom teacher to determine what kind of instruction each student needs
- Provide a warm, trusting small group environment where students will be willing to try
- Give students a chance to experience success in a comfortable setting
- Promote a love of books and the joy of reading
- Share observations with teachers
- Help students use what they know
- Work with teachers to learn strategies to use with their students
- Give students strategies to use while reading text
- Use strategies that are best practice and research based
- Help students with reading in other core content areas, as needed
- Assist the student with MEAP or any standardized testing according to testing rules (set by the state, testing entity, or student IEP)
- Assess identified students to determine needs and/or progress

During the time the Title I Aide is working in that capacity, he/she may not...

- Correct papers or tests or record grades for teachers
- Administer a Reading Record assessment
- Administer Saxon Math oral tests, as they are assigned to deal with reading
- Work on bulletin board projects
- File papers, etc.
- Run copies
- Do playground duty
- Do lunchroom duty
- Run errands
-

PERSONAL CARE PARAPROFESSIONAL

Qualifications:

1. Pass a skills test approved by the Michigan Department of Education.*

2. Associates degree or 60 hours credit that transfers to a four-year university preferred.
3. High school diploma or equivalent.
4. Experience working with young children.
5. Basic computer literacy is required.
6. Organization skills.
7. Demonstrated ability to work with others in a positive, productive way.
8. Demonstrated ability to communicate effectively with students, staff, parents, and the community while projecting a positive image that enhances the school.
9. Demonstrate the ability to keep confidentiality in regards to the Family Privacy Act.

Job Summary:

The personal care paraprofessional is responsible for providing personal care, instructional assistance, and tutoring, primarily to special needs students, but may include general education students.

Performance Responsibilities:

1. Assist the teacher in implementing the instructional activities.
2. Lift, transfer, toilet, feed and guide students
3. Supplement the instructional program by working with the individual students or small groups under the direction of the teacher.
4. Assist in the supervision, maintenance and discipline of students in all school-related settings.
5. Assist in traffic control in the halls, cafeteria and transportation loading and unloading zones.
6. Assist in the development and preparation of instructional materials and displays under the direction of the teacher.
7. Assist in clerical and record-keeping activities under the direction of the teacher.
8. Assist in the care, clean up and inventory of instructional and personal care equipment and supplies.
9. May assist students with first aid when necessary and with the distribution of medication
10. May contact a parent when a student is sick or injured. May care for a sick or injured student until the parent arrives.
11. Perform other appropriate responsibilities as assigned by the teacher and/or administration.

Personal care paraprofessionals shall not be required to exceed the following guidelines on lifting.

- One PC paraprofessional - 0 to 30 pounds
- Two PC paraprofessionals together - 31 to 60 pounds or one and a lift when possible and safe.
- A lift will be provided for lifting students weighing in excess of 60 pounds, if requested by a paraprofessional and is in the best interest of the student.

* Employee hired prior to February 2004 who has an associate degree or 60 hours credit and has an existing satisfactory evaluation is "grand parented" into their current paraprofessional position without a basic skills test. An employee may also be "grand parented" into their current paraprofessional position with a successful portfolio review on file by January 8, 2006.

Updated 9-1-04

BUS ATTENDANT

Qualifications:

1. Must have own means of transportation to the bus.
2. High school diploma or equivalent.
3. Previous experience with children and child care.
4. Must be able to lift and position children.
5. Must be willing to interact with children.
6. Must be a team player.
7. Ability to keep professional confidentiality.
8. Demonstrate good communication skills.
9. Show initiative and creativity when interacting with children.
10. Willingness to take direction and work cooperatively with others.
11. Demonstrate the ability to keep confidentiality in regards to the Family Privacy Act.

Job Summary:

The bus attendant is responsible to provide for the safety, comfort and assistance of handicapped and other students riding on the school bus.

Performance Responsibilities:

1. Be familiar with the route and the bus stops.
2. Learn the names of all students.
3. Keep attendance of the riders on a daily basis and inform the driver of students who are not riding the bus.
4. Have the student rider ready for their designated bus stop before the bus arrives at that stop.
5. Assist the student off the bus and escort him/her when crossing the road.
6. Help manage the students while on the bus in accordance with the Transportation Guidelines and Student Conduct on Bus.
7. Help train students in school bus safety and promote rules and regulations and advise the driver when discipline is needed.
8. Assist the bus driver with seating while students are loading the bus.
9. Assist the bus driver on emergency evacuations.
10. Be familiar with the bus, its safety equipment, emergency exits, and safety, welfare and orderly conduct of passengers while on the bus.
11. Demonstrate effective communication with school staff, students, bus drivers, parents, law enforcement officials and the motoring public.

12. Check that all students have disembarked from the bus at the end of the route.
13. Perform all other appropriate duties as may be assigned by the administration.

Updated 7-7-04

BUS DRIVER

Qualifications:

1. Minimum of a high school diploma or equivalent.
2. Attained the age of 21 years old.
3. Successfully complete the state approved bus driving training course.
4. Must maintain a commercial drivers license (CDL) and a chauffeur's license.
5. Posses a good driving record.
6. Meet the state physical examination requirements.
7. Demonstrated interest in and empathy for children.
8. Demonstrated ability to work with others in a positive, productive way.
9. Demonstrated ability to communicate effectively with students, staff, parents, and the community while projecting a positive image that enhances the school.
10. Demonstrate the ability to keep confidentiality in regards to the Family Privacy Act.

Job Summary:

The bus driver is responsible for operating a school bus and safely transporting students and authorized personnel to and from school and related school activities. The driver must know and observe all rules and regulations governing the performance of his/her duties. The Driver should appear for work with reasonable personal attire. Pride on the job can be shown not only by the proper dress but personal grooming as well.

Performance Responsibilities:

1. Follow transportation laws as established by the State Department of Education, State Police and policies of the Board of Education,
2. Consider safety as your major responsibility.
3. The Driver is in direct control of all conduct on the bus. This includes loading, unloading and while in motion. Discipline situations that you cannot handle alone should be reported immediately to the Transportation Supervisor.
4. Notify the Transportation Supervisor of his / her unavailability to drive the bus because of sickness or other leave. This should be done by 5 a.m. for the morning run or 1 p.m. for the afternoon run. If possible, the Driver should let the Transportation Supervisor know earlier.
5. Report any needed repair work immediately to the mechanic/ supervisor in writing. Also, notify him / her of time for oil changes.
6. Supervise students within the visible loading zone to avoid undue pushing and roughness.
7. Remain on the bus when students are loading and unloading. If it is necessary to leave the bus because of student conduct outside the bus, the driver is to stop the bus and remove the key before leaving the bus.

8. Do not allow students to ride on your bus who are not regular riders unless they have a note per school policy. Do not allow regular riders to get off at any other bus stop other than his / her regular stop unless a note is provided signed by the parent or guardian.
9. Teach that safety is the responsibility of the passengers also.
10. Do not put any student off except at designated stop or pickup.
11. Driver is responsible to keep the bus clean on the inside at all times.
12. Report any accident immediately to the Transportation Supervisor or designee. Police should be contacted in event of any accident. In the event of any accident; complete an accident report sheet and give it immediately to the Transportation Supervisor. List names of all children on the bus at the time of the accident and children who were injured. Provide first aid supervision.
13. Direct and supervise the seating of students. All students are to remain seated when the bus is in motion.
14. Attend bus driver school in compliance with State regulations. Drivers are encouraged to attend other training as pre-approved by their supervisor.
15. Follow discipline procedures in Driver's handbook.
16. Bus Drivers are responsible for fueling his/her assigned bus.
17. Perform all other appropriate duties as may be assigned by the administration.

Updated 9-1-04

MECHANICS

Qualifications:

1. Minimum of a high school diploma or equivalent.
2. State certification for heavy duty truck repair including diesel proficiency.
3. Must maintain a commercial drivers license (CDL), chauffeurs license, and must meet all school bus driving requirements.
4. Employee shall provide his/her own tools as may be required.
5. Demonstrated ability to work with others in a positive, productive way.
6. Demonstrated ability to communicate effectively with students, staff, parents, and the community while projecting a positive image that enhances the school.
7. Demonstrate the ability to keep confidentiality in regards to the Family Privacy Act.

Job Summary:

The mechanic is responsible to maintain the bus fleet according to defined state safety standards and to complete all required repairs and preventive maintenance in a timely manner.

Performance Responsibilities:

1. Preserve the physical property and equipment of the Maple Valley Schools.
2. Maintain the bus garage and equipment with emphasis given to safety for those who use the school plant.
3. Keep all busses in proper running conditions.

4. Keep accurate records for all bus repairs. A separate record must be kept for each bus.
5. Handle the washing of all busses, making certain that clean busses are available and fueled as needed for all trips outside the school district and keep all busses in good condition.
6. Recommend to the Transportation Director the busses that should be replaced plus the number of busses that are needed for a satisfactory program.
7. Assist the Transportation Director in setting up bus bid specifications.
8. Attend the school bus mechanics' workshops that are held at regional centers when such meetings would be beneficial to bus transportation and safety.
9. Keep grounds and school bus garage in a neat organized condition.
10. Said employee is responsible for general school bus garage custodial requirements.
11. Said employee is responsible for all minor bodywork including painting and bumping whenever necessary and advisable.
12. Said employee is responsible for the repair and maintenance of all other school-owned vehicles and equipment.
13. Promote a system of preventative maintenance.
14. Assist in a general check of road conditions during bad weather, and make a recommendation to the Transportation Director/Superintendent of Schools regarding operation of busses. If the Transportation Director were gone, this recommendation would be made to the designated school administrator. The general check of road conditions may be by driving or checking with drivers or other designated people throughout the school district. The busses shall operate when it is possible for a majority of the busses to make the runs. Possibly at time it would be necessary to change the routes and students will have to walk to meet the bus. Responsibility for checking roads is shared with the transportation supervisor.
15. Assist the Transportation Supervisor in general duties where assistance is advisable and necessary.
16. Coordinate the general mechanic work and assignments.
17. Handle the purchasing of repair parts and garage supplies. Obtain competitive prices on equipment and parts when advisable.
18. Perform all other appropriate duties as may be assigned by the administration.

Updated 9-1-04