

**MASTER AGREEMENT**

**BETWEEN THE**

**KALKASKA PUBLIC SCHOOLS**

**AND THE**

**KALKASKA ASSOCIATION OF SUPPORT  
EMPLOYEES  
MEA/NEA**

**August 28, 2012 to August 28, 2014**

# TABLE OF CONTENTS

<b>ARTICLE 1</b> .....	<b>1</b>
RECOGNITION .....	1
<b>ARTICLE 2:</b> .....	<b>1</b>
MANAGEMENT RIGHTS .....	1
<b>ARTICLE 3</b> .....	<b>2</b>
AGENCY SHOP AND MEMBERSHIP DUES .....	2
<b>ARTICLE 4</b> .....	<b>3</b>
JOINT ADMINISTRATION AND ASSOCIATION MEETINGS .....	3
<b>ARTICLE 5</b> .....	<b>3</b>
GRIEVANCE PROCEDURE .....	3
<b>ARTICLE 6</b> .....	<b>6</b>
DISCIPLINE, DISCHARGE AND SUSPENSION .....	6
<b>ARTICLE 7</b> .....	<b>7</b>
SENIORITY, LAYOFF AND RECALL .....	7
<b>ARTICLE 8</b> .....	<b>9</b>
VACANCIES, TRANSFERS, AND PROMOTIONS .....	9
<b>ARTICLE 9</b> .....	<b>10</b>
UNPAID LEAVES OF ABSENCE.....	10
<b>ARTICLE 10</b> .....	<b>12</b>
SAFETY .....	12
<b>ARTICLE 11</b> .....	<b>12</b>
WAGES FOR NEW JOBS.....	12
<b>ARTICLE 12</b> .....	<b>12</b>
EQUAL EMPLOYMENT OPPORTUNITY .....	12
<b>ARTICLE 13</b> .....	<b>13</b>
ASSOCIATION ACTIVITIES .....	13
<b>ARTICLE 14</b> .....	<b>13</b>
ASSOCIATION LEAVE.....	13
<b>ARTICLE 15</b> .....	<b>14</b>
PERSONNEL RECORDS .....	14
<b>ARTICLE 16</b> .....	<b>14</b>
GENERAL PROVISIONS .....	14
<b>ARTICLE 17</b> .....	<b>16</b>
HOURS OF WORK .....	16

<b>ARTICLE 18</b> .....	<b>17</b>
PAID LEAVES .....	17
<b>ARTICLE 19</b> .....	<b>19</b>
VACATIONS .....	19
<b>ARTICLE 20</b> .....	<b>20</b>
HOLIDAYS .....	20
<b>ARTICLE 21</b> .....	<b>21</b>
TRAINING AND EDUCATION .....	21
<b>ARTICLE 22</b> .....	<b>21</b>
JURY DUTY .....	21
<b>ARTICLE 23</b> .....	<b>22</b>
FRINGE BENEFITS .....	22
<b>ARTICLE 24</b> .....	<b>23</b>
WAGES AND PAYROLL DEDUCTIONS .....	23
<b>ARTICLE 25</b> .....	<b>24</b>
SPECIAL PROVISIONS/GROUNDS KEEPER .....	24
<b>ARTICLE 26</b> .....	<b>25</b>
SPECIAL PROVISIONS-PARAPROFESSIONALS, INCLUDING ESEA AIDES .....	25
<b>ARTICLE 27</b> .....	<b>26</b>
SPECIAL PROVISIONS - BUS DRIVERS .....	26
<b>ARTICLE 28</b> .....	<b>29</b>
SPECIAL PROVISIONS - FOOD SERVICE .....	29
<b>ARTICLE 29</b> .....	<b>29</b>
MEDICALLY FRAGILE STUDENTS .....	29
<b>ARTICLE 30</b> .....	<b>30</b>
SITE-BASED DECISION MAKING .....	30
<b>ARTICLE 31</b> .....	<b>30</b>
TERMS OF THE AGREEMENT .....	30
<b>ARTICLE 32</b> .....	<b><del>31</del>32</b>
SALARY SCHEDULES	
<b>JOB DESCRIPTIONS</b> .....	<b><del>33</del>34</b>

# **ARTICLE 1**

## ***RECOGNITION***

A. This agreement is entered into *August 28, 2012*, by and between the Board of Education of the Kalkaska Public Schools, hereinafter called the "Employer" and the Kalkaska Association of Support Employees, MEA/NEA, hereinafter called the "Association."

B. Pursuant to and in accordance with all applicable provisions of the Public Employment Relations Act 336 of the Public Acts of 1947, as amended, and Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment of all employees of the Employer included in the one bargaining unit composed of:

All Bus Drivers, Bus Aides, Courier, Paraprofessionals, Grounds Keeper Personnel, Food Service Personnel, and Probationary Employees, but excluding all Regular Substitutes, Maintenance Personnel, Bus Mechanics, Administrators, Supervisors, Directors, Secretaries, Central Office Staff, Certificated Teaching Personnel, Substitute Teachers, Nurses, Technology Coordinators, and Extra-Curricular Personnel.

C. The Employer agrees not to negotiate with or recognize any organization other than the Association for the duration of this agreement or negotiate terms and conditions of employment with any individual who is or would be represented by this bargaining unit.

## **ARTICLE 2:**

### ***MANAGEMENT RIGHTS***

A. The Employer, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it, or not specifically withheld from it, by laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting and generality 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.

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees.

3. To temporarily or seasonally move employees (keeping them in the same job classification or department) to accomplish needed work. Such temporary assignment shall not exceed one (1) month except in the summer when school is not in session.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith will be limited only by the specific and express terms of this Agreement and then 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.

C. The parties agree that this contract incorporates their full and complete understanding and any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understanding or practices will be recognized in the future unless committed to writing and signed by the parties as supplement to this Agreement.

### **ARTICLE 3**

#### ***AGENCY SHOP AND MEMBERSHIP DUES***

A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of completion of the ninety (90) day probationary period or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association as established by the Association.

B. The bargaining unit member may authorize payroll deduction for membership dues or the service fees. Dues and service fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the local Association. Each employee and the Association hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the local Association, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Association dues and/or service fees.

C. The Employer agrees to provide the service of payroll deduction of dues and/or fees without charge to the Association.

D. In the event that the bargaining unit member shall not join the Association or pay the service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association.

E. When an employee does not have sufficient money due him/her, after deductions have been made for Social Security, Insurance, Garnishments, or any required by law, Association dues or the service fee for that month will be collected by the Association directly from the employee.

F. If an employee who is absent on account of illness, leave of absence, or for any other reason has no earnings due him/her for that period, no deductions will be made. The Association will arrange collection of dues or service fee for that period directly with the employee.

G. All deductions of Association dues or service fees provided for in this article will automatically be terminated in the event of loss of exclusive recognition by the Association.

H. Payroll deductions made pursuant to this article shall be made in equal amounts, as nearly as may be, from each of the paychecks of the bargaining unit member.

I. When a deduction is made that duplicates a payment that an employee has already made to the Association, or in any other situation where a refund is demanded, said refund shall not be the responsibility of the Employer. Names of non-probationary employees in the bargaining unit will be forwarded to the Association along with the amount of dues/fees deducted.

J. The Association agrees to indemnify and save the Board of Education, including each individual school board member and all authorized agents of the Board, harmless against any and all claims, demands, costs, suits, or any other form of liability (including back pay and all court or administrative agency costs) that may arise out of or by reason of, action taken or not taken by the Board for the purpose of complying with this Article. If this save harmless provision is invalidated, the Employer will immediately be relieved of responsibility for future enforcement of the agency shop provisions.

## **ARTICLE 4**

### ***JOINT ADMINISTRATION AND ASSOCIATION MEETINGS***

A. Special Conferences for important matters will be arranged between the Association President and the Employer or its designated representative upon the request of either party. Such meetings will be between at least two (2) representatives of the Association and two (2) representatives of management. Arrangements for such special conferences will be made in advance and an agenda of the matters to be taken up at the meeting will be presented at the time the conference is requested.

B. There will be no loss of wages for personnel attending such meetings; however, attempts will be made to schedule meetings when employees do not have job responsibilities.

C. Nothing in this Article will be construed to prevent any employee from discussing any problem with his or her immediate Supervisor or Association representative.

## **ARTICLE 5**

### ***GRIEVANCE PROCEDURE***

A. Definition:

1. A grievance shall mean a complaint by an employee or group of employees in the bargaining Unit that there has been as to him/her/them a violation, misinterpretation or inequitable application of a specific provision of this Agreement. The Employer will have the right to discharge and discipline probationary employees, and the action is not subject to appeal or grievance, unless the discharge or discipline is for Association activities.

2. Grievances of the employees of the Kalkaska Public Schools shall be presented and adjusted in accordance with the procedures covered in the Agreement.

B. The following steps will not prevent any individual employee from presenting a grievance to the Employer and having the grievance adjusted, without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of the collective bargaining contract or agreement then in effect, provided that the bargaining representative has been given opportunity to be present at such adjustment.

C. Failure to institute a grievance or appeal a decision within the specified time limit shall be deemed an acceptance of the decision. In exceptional circumstances extensions in time may be granted when so requested in writing and by mutual agreement. Should an employee accept the decision at any level or withdraw his/her/their grievance, all further processing of that grievance shall be barred and the last decision thereon shall be accepted.

D. The term "days" when used in this Article, shall, except when otherwise indicated, mean "work days."

E. Procedure:

1. It is important that grievances be handled as rapidly as possible. The number of days indicated at each level shall be considered as maximum and every effort shall be made to expedite the process. However, when mutually agreed upon in writing, the time limits given below may be extended.

2. It shall be the general practice of all parties of interest to process grievances during times when they do not interfere with assigned duties.

3. Written grievances as required herein shall contain the following:

- a. It shall be signed by the grievant or Association Representative.
- b. It shall contain a synopsis of the facts giving rise to the alleged violation.
- c. It shall cite the section or subsections of this contract alleged to have been violated.
- d. It shall contain the date of the alleged violation.
- e. It shall specify the relief sought.

4. Any written grievance not in accordance with the requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

F. **Step One:** The employee(s) with a grievance shall discuss the grievance informally with the Immediate Supervisor within fifteen (15) days of the alleged violation or day the employee should have had knowledge. If the matter is not resolved within five (5) days after the discussion, the following step may be taken by the employee(s).

G. **Step Two:** In the event that the matter is not resolved informally, the employee shall present the grievance in writing, with the assistance of a local Association Representative, at the employee's option, to his/her/their Immediate Supervisor. Such written grievance must be filed within fifteen (15) days of the response from Step One. The Immediate Supervisor shall file a written decision

with the Association Grievance Committee Chair within five (5) days after he/she receives the written grievance as herein before specified. If the Immediate Supervisor fails to respond in a timely manner then the grievance shall be granted. The Association reserves the right to amend the grievance up to and prior to submitting it to the Superintendent at Step 3.

#### H. **Step Three:**

1. In the event that an employee is not satisfied with the disposition of the grievance at Step Two, she/he may, within fifteen (15) days after receipt of the Step Two answer, appeal to the Superintendent.

2. Any grievance appealed to the Superintendent shall be appealed within fifteen (15) days. It shall be in writing, and shall specify the facts giving rise to the grievance, the Article and/or Section of the Agreement allegedly violated, and the relief requested. A copy of the Immediate Supervisor's decision at Step Two shall also be included.

3. Within five (5) days after receipt of the appeal, the Superintendent and/or his/her representative, shall investigate the grievance, including giving the aggrieved employee and/or an Association Representative, a reasonable opportunity to be heard, and render her/his decision in writing. Within five (5) days following the meeting with the representative, a copy of her/his decision shall be delivered to the employee(s) involved, the Association President and the Immediate Supervisor. If the Superintendent fails to respond in a timely manner then the grievance shall be granted.

#### I. **Step Four:**

1. If a satisfactory disposition of the grievance is not made as a result of the answer in Step Three, or, if no disposition has been made within the period provided in Step Three, the grievance may be, within thirty (30) days, submitted to arbitration by the Association and written notification given to the School Board and the Superintendent. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding.

2. Upon selection of the arbitrator, the arbitrator shall be empowered to conduct informal, private hearings and take testimony regarding the grievance. The Employer and the Association shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.

3. The arbitrator shall conduct said hearings and disposition of a grievance within the time period specified by the American Arbitration Association rules. The disposition shall be in writing and shall be final and binding on the parties hereto.

4. In the event no disposition of said grievance is made within the time prescribed, the aggrieved party may process the grievance to any court of competent jurisdiction.

5. An award in one case will not require retroactive adjustment in any other instances not in dispute in the case at hand.

J. The Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and the arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority, nor shall he/she consider his/her function to include, the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not give any decision which is not practical or the actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement.

K. Unless expressly agreed to by the parties, in writing, the arbitrator will be limited to hearing one issue or grievance upon its merits at any one hearing. Separate arbitrators shall be selected for each grievance appealed to binding arbitration.

L. The fees and expenses of the arbitrator shall be shared equally by the parties.

M. Miscellaneous.

1. Notwithstanding the expiration of this Agreement, any claim or grievance arising prior to the expiration which is filed within the time limits of this Agreement shall be processed through the grievance procedure until resolution.

2. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship of any party, the Employer and the Association shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

## **ARTICLE 6**

### ***DISCIPLINE, DISCHARGE AND SUSPENSION***

A. No non-probationary employee will be disciplined or discharged without just cause. A system of progressive and corrective discipline shall be applied to all employees in the district unless circumstances occur which require immediate action. The Board may initiate discipline at the appropriate level up to and including discharge. A copy of the disciplinary action will be given to the employee.

1. Written verbal warning.
2. Written warning.
3. Written reprimand.
4. Suspension with pay.
5. Suspension without pay.
6. Discharge.

B. Any complaint against an employee that is to be used in evaluation, reprimands, discipline, discharge or other such action, shall be promptly brought to the Employee's attention.

C. Any reprimand, either oral or written, of an employee by a supervisor shall be conducted in private. The employee shall be notified in advance when any meeting may result in discipline. The employee shall have the right to have a Union Representative present in all such instances. The Union Representative must be available to meet within a twenty-four (24)-hour period following notification by the administrator to said employee.

D. **Notice of Discharge or Suspension:** The District agrees promptly, upon the discharge or suspension of an employee, to notify, in writing, the employee and his/her Union Representative of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

E. The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her Union Representative and the District will make available a meeting room where he/she may do so before he/she is required to leave District property (this provision may be waived if the Employer determines that there may be a health or safety issue). Upon request, the supervisor and/or his/her designated representative shall discuss the discharge or suspension with the employee and the Union Representative.

F. **Use of Past Record:** In imposing any discipline or discharge on a current charge, the District shall not take into account any minor prior infractions which occurred more than three (3) years previously.

G. Nothing in this Article will prevent the Employer from maintaining a permanent discipline record in an employee's personnel file.

## **ARTICLE 7**

### ***SENIORITY, LAYOFF AND RECALL***

A. Seniority shall be defined as the length of continuous service within the District as of the employee's first working day as a regularly scheduled employee in the bargaining unit. In circumstances where one or more employees began working on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list. An employee on paid leave will continue to accrue seniority for the first sixty (60) days of the leave. The employee's seniority will be frozen until the employee returns to work.

B. Employees shall hold seniority in one of the following classifications:

1. Paraprofessionals (Aides) (including ESEA Instructional Aides).
2. Grounds Keeper Employees,
3. Bus Drivers.
4. Food Service Personnel.
5. Courier.

C. **Termination:** An employee shall lose his/her seniority if terminated for any of the following reasons:

1. He/she quits.
2. He/she is discharged and the discharge is not reversed through appeal.
3. He/she fails to return to work within ten (10) working days after the issuance by the Employer of notice of recall by registered or certified mail to the last known address of such employee as shown on the Employer's records.
4. He/she is absent from work for three (3) consecutive days without having been granted a leave or without having advised the supervisor, unless such failure is explained with a satisfactory reason.
5. He/she overstays a granted leave of absence or vacation, unless there are extenuating circumstances and the supervisor is so notified.
6. He/she retires.
7. The employee is laid off for a continuous period of two (2) years.

D. New employees hired in the unit, except as provided in (C), above, shall be considered as probationary employees for the first ninety (90) working days of their employment. When an employee finishes the probationary period, he/she will be entered on the seniority list of the appropriate unit and will rank for seniority from the day ninety (90) days prior to the days he/she completed the probationary period. There shall be no seniority among probationary employees.

E. The Employer will have the right to discharge and discipline probationary employees, and the action is not subject to appeal or grievance, unless the discharge or discipline is for Association activities.

F. The word layoff shall mean the reduction in the number of bargaining unit employees with recall rights.

G. Should the Employer determine the need for any layoff or the reduction in the number of hours of a bargaining unit member, the following procedure will be used:

1. The Employer will identify the position being eliminated or the hours of the position to be reduced.
2. The Association will be notified as early as practical
3. The employee currently in the position defined in section "A" above shall be entitled to bump any employee with less seniority and equal or fewer hours within their classification. Any employee who has been bumped has the same right to bump other employees with the same limitations described in this section.

4. An employee who is on layoff shall have the right to apply for any vacancies outside the bargaining unit member's classification.

H. Employees who transfer to another job classification will retain their initial seniority in their initial classification and will begin accruing seniority in the new classification from the date of transfer. In the event of lay-off any employee so transferred who may be subject to layoff may transfer back to his/her official job classification provided a position is open or shall be recalled to the next open position in either classification for which s/he has gained seniority. In the event of position openings exceeding layoffs, assignment other than by seniority will be posted.

I. Should vacancies occur in any job classification, employees who were laid off from positions in the bargaining unit will be recalled in order of seniority, most to least, in that classification. If additional positions are available for recall, employees who were laid off from non-association positions, but who hold frozen seniority in a bargaining unit classification, shall be recalled.

J. Notice of recall shall be sent by certified mail to the individual's last known address. If the individual does not report to work within ten (10) workdays of receipt of this notice, he/she will be considered to be a voluntary resignation.

K. The Employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the District within thirty (30) workdays after the effective date of this Agreement with revisions and updates prepared and posted semi-annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association.

## **ARTICLE 8**

### ***VACANCIES, TRANSFERS, AND PROMOTIONS***

A. A vacancy will be defined, for the purpose of this Agreement, as a position previously held by a bargaining unit member which the district decides to refill, or a newly created position within the bargaining unit. No vacancy will be filled until it has been posted for at least five (5) working days.

B. Notice of such vacancies shall be posted on all bulletin boards used by the Association and shall state a specific posting period. Written requests for transfer or promotion must be received prior to the expiration date of the stated posting period.

C. Position postings shall contain minimum position qualifications for each position. All employees regularly employed on or before August 1, 1984, shall be exempt from the high school diploma or equivalent requirement.

D. Promotions (employees desiring higher rated classification) shall be governed by seniority, unless in the opinion of the Employer there is an employee bidding or applying for the job who has substantially greater ability and capacity.

E. Employees may transfer laterally to different positions within the same classification, when there is a vacancy in that classification, by seniority, as long as they meet Minimum Position Qualifications and as long as the transfer would not substantially affect the efficient operation of the School District. Such transfers will be subject to a thirty (30) day trial period. If during said trial period employee's performance is unsatisfactory and/or at the request of employee, she/he will be reinstated to his/her position.

F. Should an employee request transfer from one seniority classification to another, consideration shall be given only to the seniority earned in that classification to which he/she is requesting transfer.

G. When promoted to higher rated classifications, employees will retain their existing wage rate for a working trial period of not more than thirty (30) days, at the completion of which they will receive the appropriate rate for the higher classification, retroactive to the time of such promotion

H. If during the trial period, the employee's work is unsatisfactory, or at the request of the employee, he/she will be reinstated to his/her previous position, and will not receive the additional pay for the advanced position. Seniority will not be affected. In such cases, vacancies created by the promotion shall be filled with substitute personnel during the 30-day trial period.

I. Realizing that the needs and priorities of the Employer change with time and except as provided in Article 27, nothing in this article shall be construed as to limit the Employer's rights to reassign personnel to different responsibilities within a job classification, so long as such reassignment does not result in a reduction of work hours. The Employer may temporarily or seasonally move employees (keeping them in the same job classification or department) to accomplish needed work.

J. When an employee is going to be absent from work for a period of more than twenty (20) consecutive work days up to and including one-hundred-eighty (180) consecutive work days (for reasons other than illness or FMLA), his/her designated position may be filled by any permanent employee in that classification by seniority. This position will require posting only if a permanent employee in that classification does not show interest in the position within five (5) days from the time notification is made to them that the position is available. When/if the absent employee returns to work, she/he will be placed in an equivalent position.

## **ARTICLE 9**

### ***UNPAID LEAVES OF ABSENCE***

A. Unpaid leaves of absence for periods of more than ten (10) days in a given work year but not to exceed one (1) work year may be granted, in writing without loss of previously earned seniority.

1. Except in emergency situations, requests for said leaves shall be submitted in writing to the Superintendent of Schools not less than two (2) calendar weeks prior to the start of the leave period.

2. In order to help preserve the continuity of school operations throughout the school year, unpaid leave requests which incorporate the entire school year will receive special consideration.

3. It is expressly understood by both parties that unpaid leaves of absence shall not be granted for the purpose of accepting other employment or for extending vacation periods by more than five (5) days.

4. In cases of requests for unpaid leaves for personal or immediate family illness (as defined in Article 18, A), a doctor's verification may be requested.

B. Such unpaid leaves may be extended upon written application not less than two (2) days prior to the termination of the initial leave period.

C. Employees shall accrue seniority while on leave of absence for the first ten (10) workdays, but seniority is not earned for day eleven (11) and beyond. In such cases, the seniority dates of the employees shall be adjusted to reflect the length of the leaves. Persons returning from an unpaid leave of absence shall be placed in positions they held at the time the leaves of absence were granted or to which their seniority entitles them.

D. The reinstatement rights of any employee who entered the military service will be determined in accordance with the provisions of the Federal law granting such rights.

E. A copy of the written approval of unpaid leave (as in Section A) stating the duration and considerations of said leave shall be submitted to the President of the local Association.

F. Extended Employee Unpaid Leaves

1. Upon request, the Employer shall grant unpaid leaves of up to one (1) year for the following reasons:

- a. The serious health condition of the employee; or
- b. The serious health condition of the employee's spouse, parent, parent-in-law, grandparent, or child, or
- c. The birth of a child; or
- d. The placement of a child for adoption or foster care. Child includes any individual under 18 for whom the employee serves in loco parentis; a child over 18 who is incapable of self care because of a physical or mental disability; or a biological, adopted, or foster child.

2. Upon return from the leave, the employee shall be returned to the position immediately held before the leave began. If the position no longer exists, the employee shall be returned to a position equivalent in pay, benefits, hours, and other terms and conditions of employment.

3. The employee shall have the option of first using accrued paid sick leave, vacation, and/or personal leave during the leave. The remainder of any leave time will be unpaid.

4. Health benefits will be continued for up to twelve weeks when the employee requests, is qualified for and is granted leave under the provisions and in accordance with guidelines and rules of the Family and Medical Leave Act of 1993, as amended, during the leave under the same conditions and at the same level as if the employee were still at work.

5. Seniority shall continue to accrue during the leave.

6. An eligible employee shall have the right to take a leave under the provisions and in accordance with guidelines and rules of the Family and Medical Leave Act of 1993, as amended, on a reduced or intermittent schedule. Whenever possible the employee will provide the Employer at least thirty (30) calendar days written notice of the request for the leave. It will include the reason for the request, the expected beginning date, the expected ending date, and whether or not the employee intends to use paid leave for any part of the leave.

## **ARTICLE 10**

### ***SAFETY***

A. The Employer will take measures to provide safe working conditions in order to prevent or eliminate any hazards which the employees may encounter in their places of work, in accordance with the provisions of state and local regulations (e.g., OSHA, MIOSHA, etc.).

B. The employee will be expected to immediately inform the Employer of any such job hazard as soon as the employee first becomes aware of such unsafe behavior, conditions, or equipment. The Employer upon notification of an alleged unsafe condition, will investigate such condition, and will be expected to make adjustments in such condition, if, in the Employer's investigation, the alleged unsafe condition is found to be a hazard to employees, students or bus passengers.

## **ARTICLE 11**

### ***WAGES FOR NEW JOBS***

When the Employer creates a new job that does not appropriately fit into an existing classification, the Employer will notify the Association immediately. The Employer and Association will meet within fifteen (15) days of such notification to begin negotiating the classification, and rate structure. If an agreement cannot be made as to the classification then the determination will be made by MERC.

## **ARTICLE 12**

### ***EQUAL EMPLOYMENT OPPORTUNITY***

No person or persons will be discriminated against so as to limit, segregate, or classify employees in any way that tends to deprive any individual of employment opportunities or adversely affect their employment status (firing, compensation, terms, conditions) because of their race, color, religion,

sex, national origin, marital status, or membership in, or association with the activities of the Association.

## **ARTICLE 13**

### ***ASSOCIATION ACTIVITIES***

A. The Employer agrees to provide, upon request, access to all public information retained by the Administration in compliance with the provisions of the Michigan Freedom of Information Act of 1976.

B. The Association will have the right to use school buildings in compliance with the established Board of Education policy regarding public use of such facilities.

C. State or Regional Association representatives will be allowed to visit schools during working hours provided they have notified the Administration of their presence. Such visits shall not interfere with the normal performance of duties by the employees or the normal function of the school.

D. Bulletin boards will be made available to the Association.

E. Association bargaining unit members will be permitted to use typewriters, copying equipment, computers, etc., when school facilities housing such equipment are open, as long as such use by Association bargaining unit members does not interfere with employee work time, does not interfere with the education of students, the equipment is not needed at that time for Employer work, and as long as the equipment is not removed from the Employer's facilities. The Association will pay the cost of all materials and supplies incidental to such use. The Association will be responsible for any costs of repairs for direct damage to equipment during its use when caused by the Association members.

F. The employees in the bargaining unit covered by this Agreement will be represented by Association representatives. The Association will have the exclusive right to assign said representatives. The Employer will be notified of the names of the representatives.

## **ARTICLE 14**

### ***ASSOCIATION LEAVE***

Employees who are officers, delegates, or representatives of the K.A.S.E shall, upon application, be granted collectively a maximum of ten (10) days during the school year for K.A.S.E. business. Such leave is with pay and benefits. The Association, upon the Employer's request, agrees to reimburse the school at the appropriate substitute rate for each Association day used. Permission will be granted providing 10 days notice is given to the Employer and there is no serious disruption to the Employer's operations. No more than four (4) employees (no more than two (2) in one classification) shall be released at one time.

## **ARTICLE 15**

### ***PERSONNEL RECORDS***

A. A bargaining unit employee has the right to review the contents of the personnel file maintained by the District in his/her name, and to review all records pertaining to said employee originating after his/her initial employment (unless excluded by law), and to have a representative of the Association accompany him/her in such review. Such review is to be scheduled through the Employer and, except in very unusual circumstances, shall not occur more than twice annually. The review shall be made in the presence of the Administrator (or designee) responsible for the safekeeping of these files.

B. When material is to be placed in a bargaining unit member's file, the affected bargaining unit member shall review and sign said material. Such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

C. Complaints against the bargaining unit member shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated (unless excluded by law). The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question.

D. An arbitrator shall have the authority to make decisions regarding contents of personnel files only if that personnel file information is relevant to a discharge.

## **ARTICLE 16**

### ***GENERAL PROVISIONS***

A. The Association and the Employer recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Association and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employees take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system during the term of this Agreement. The Employer agrees that it shall not lock out employees during the term of this Agreement.

B. If any provision of this Agreement or any application of this Agreement, to any bargaining unit member or employee or group of bargaining unit members or employees is held to be 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.

C. It is further agreed that within ten (10) days of notification of a final and binding determination of such illegality, the Employer and Association will commence negotiations to reach a new agreement concerning the subject matter of the provisions determined to be illegal, and the

parties will work together in negotiations in an effort to resolve outstanding issues as soon as reasonably possible.

D. Employees shall receive TB tests, x-rays, and Hepatitis B, and flu vaccines without cost.

E. The Employer shall provide parking facilities for bargaining unit members.

F. Any case of assault on an employee shall be promptly reported to the Administration, which will make arrangements for notification to local police authorities or other appropriate arrangements.

G. The Employer shall reimburse the employee for the loss or destruction of personal property on the school premises when damage or destruction is not the result of the employee's negligence.

H. The Employer is responsible for damages only when the employee is actively on the job. The Employer is only responsible for the portion not covered by the employee's personal insurance.

I. The Employer agrees to provide each employee with a copy of this Agreement, including any newly hired employees.

J. No regular Association work shall be performed by non-bargaining unit members except in emergencies, or as is done from time to time by supervisory personnel or as is done routinely by outside vendors.

K. The Employer may require any employee to submit to a physical examination. Provided a "participating" physician is used, the Employer will pay the associated cost above and beyond any applicable health insurance coverage. If a "participating" physician is not used, the Employer will pay a maximum of twenty-five dollars (\$25.00). (This provision does not apply to regular bus driver physicals.)

#### L Supervision

1. Bargaining Unit Members shall be assigned only one immediate supervisor. Said supervisor shall be someone other than a Bargaining Unit Member.

2. The immediate supervisor shall have the responsibility for all Bargaining Unit Member evaluations, as well as any disciplinary action.

3. Building principals may have input to both the evaluation procedure and any written data only through the Bargaining Unit Member's immediate supervisor.

4. Any potential disciplinary action toward a Bargaining Unit Member must be investigated by the immediate supervisor before a decision is made to reduce it to writing.

5. Any written disciplinary action toward a Bargaining Unit Member must be signed by the immediate supervisor before it is placed in the Bargaining Unit Member's personnel file, and a meeting held as specified in Article 6, Section C.

M. Job Descriptions: Job descriptions (attached as Appendix A) shall be reviewed jointly by the Employer and the Association. Job descriptions shall be distributed to all current bargaining unit members when placed in a new position, or when the job description is changed, and to all new bargaining unit members when hired by the Employer. The descriptions will include as a minimum:

1. Job Title and Description
2. Minimum requirements
3. A specific statement of required tasks and responsibilities

N. Any evaluation of bargaining unit members' work performance shall be based solely upon said job descriptions. These shall be done at the thirty (30), sixty (60), and seventy-five (75) day intervals in the first year. Evaluations shall be done every other year after the first year. If the evaluation of a non-probationary employee is not done as noted above, it shall be taken as evidence that the employee's work is satisfactory for that evaluation period. Nothing shall prevent the Administration from carrying out additional evaluations if problems arise or are not corrected through the normal evaluation sequence. Should additional evaluations become necessary, the Association shall be notified of the situation before any additional evaluations take place.

O. The listing of job descriptions (attached as Appendix A) shall not require the Employer to fill all positions listed. The Employer, at its sole discretion, shall determine the number of positions, if any, it will fill for each job description listed.

## **ARTICLE 17**

### ***HOURS OF WORK***

A. The Employer reserves the right to set the hours of work for all employees covered by this Agreement. A permanent change in the starting time shall not be made without prior discussion with the Association.

B. The Employer agrees to pay overtime under the following conditions:

1. Time and one-half (1 1/2) shall be paid for any hours worked in excess of forty (40) hours in a calendar week. The Employer will not adjust the weekly work schedule of a custodial Employee for the sole purpose of avoiding the payment of overtime (example: telling a custodial employee not to report on Friday so the Employee can work on Saturday without being eligible for overtime pay). Time and one-half shall be paid cooks who work more than ten (10) hours in one day for additional food preparation outside of their normal schedule.

2. Double time shall be paid for any hours an employee is required to work on Sundays and/or Holidays which are not part of a regularly scheduled shift.

C. Advance notice of overtime shall be given to the affected employee(s) as soon as practical.

D. Assignment of additional hours of work not adjacent to the regular workday shall be made according to seniority by job classification and rotated. In the event that no employee is willing to work the additional hours, the Administration may require the least senior employee to perform the

required tasks if they are unable, after reasonable attempt, to secure a substitute (unless, at its discretion, the Administration determines a substitute is not needed).

E. An employee required to perform overtime work or to work on a scheduled day off shall not be required to take time off during the work week for the purpose of off-setting overtime.

F. Employees required to attend meetings called by the Administration shall be paid regular hourly pay or time and one-half as outlined in Article 17, paragraph B.1., first sentence (above).

G. Employees shall be required to notify their immediate supervisor or central office when they are going to be absent. The supervisor or central office must be notified the night before or, in case of emergency, at least one (1) hour before their regular starting time. Except in very unusual circumstances, an expected absence must be called in before 12:00 noon for the evening shift. The Employer will provide a phone with an answering machine for this call in (when the Supervisor is not available), or will provide an alternate phone number where an individual or a machine will take the call.

H. Nothing in this Agreement shall require the Employer to keep offices or buildings open in the event of inclement weather, or when otherwise prevented by an act of God, or any event that causes the closing of schools. When the schools are closed to students, due to the above conditions, fifty-two (52) week bargaining unit members shall be required to report to their job assignments unless notified by their immediate supervisor except in the following circumstance:

If the authorities, such as the State Police or County Road Commission, have ordered the roads closed due to inclement weather or other emergency situations, the employee will not be required to report, but must call central office for further instructions.

I. If a driver is required to prepare a map of his/her regular run, the driver will receive one (1) hour's pay per map prepared.

J. When the paraprofessionals are given the yearly schedule, it will include the half-day work requirements.

## **ARTICLE 18**

### ***PAID LEAVES***

A. Employees covered by this Agreement, and who were hired before July 1, 2001, shall be credited sick days on July 1st.

1. Nine-month employees shall be credited ten (10) days annually, with one hundred (100) days maximum accumulation. Nine-month employees who are assigned during the summer months will be credited two (2) additional days annually.

2. Twelve-month employees will be credited with eleven (11) days annually, with one hundred (100) days maximum accumulation.

3. Twelve-month bus driver(s) and twelve-month bus aides will be credited with twelve (12) days annually with one-hundred (100) days maximum accumulation.

4. Less than full time food service personnel (.1 to 5.9 hrs) will receive five (5) days per year with thirty (30) days maximum accumulation.

B. Employees covered by this Agreement, and who were hired after July 1, 2001, shall be credited sick days at the rate of two (2) per month until the maximum days allotted for the school year in each classification have been awarded or the maximum number of days accumulated for their first five (5) years of employment. Thereafter, they will be covered under 18.A.

1. Nine-month employees (except those listed in A. 4 (above), shall be credited seven (7) days annually at the rate of two (2) per month during August through October (and one (1) in November), with one hundred (100) days maximum accumulation.

2. Twelve-month employees will be credited with seven (7) days annually at the rate of two (2) per month during July through September, and one in October, with one hundred (100) days maximum accumulation.

3. Less than full time food service personnel (.1 to 5.9 hrs) will receive three (3) days credited annually at the rate of two (2) per month during August (and one in September), with thirty (30) days maximum accumulation.

C. All Employees covered by this contract will be paid at their prevailing rate (not to exceed eight (8) hours) per leave day at the time sick leave is used. An employee, while on paid sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.

D. Each employee shall receive three (3) days annually to be deducted from sick leave for illness in immediate family.

E. Definition of immediate family in this section for the sole purpose of using sick days shall be defined as a spouse, father, mother, or children, and persons living in the immediate household. Step relations will be considered the same as the above.

F. Sick leave shall be charged at one-half (1/2) day for absence up to 50% of that regularly scheduled workday and one (1) full day for absence over 50% of that regularly scheduled workday.

G. Upon prior written application, both nine-month and twelve month-employees who were hired before July 1, 2001, shall be granted two (2) personal leave days with pay.

H. Upon prior written application, both nine-month and twelve-month employees who were hired on or after July 1, 2001, may be granted one (1) personal leave day with pay at the Superintendent's discretion, providing reason for such leave is included on written application for their first five (5) years of employment. Thereafter, they will be covered under "G" (above).

I. Upon prior written application an employee may be granted personal leave of absence beyond his/her leave days, either with or without pay at the superintendent's discretion.

J. Any unused personal leave day in one school year shall become a sick day in the following school year.

K. Bereavement Leave

1. Each employee shall be granted three (3) days leave in the case of death in the immediate family. Definition of immediate family in this section shall be defined as spouse, father, mother, brother, sister, children, grandchildren, father and mothers-in-law, aunt and uncle, niece and nephew, brother and sisters-in-law, son and daughters-in-law, grandparents of member or spouse, and persons regularly living in the household.

2. Three (3) additional funeral-related days may be granted and would be deducted from sick leave or personal leave. The employee will choose where the deduction will be made.

3. Funeral leave shall be granted without loss of pay or sick days.

L All nine-month employees and custodial employees who at the end of their work year have reached the maximum accumulation (one hundred (100) of allowable sick leave days), shall be paid one-third (1/3) of their regular daily rate of each day over the one-hundred (100) days. Part-time Food Service Personnel who at the end of their work year have reached the maximum accumulation (thirty (30) of allowable sick leave days), shall be paid one third (1/3) of their regular daily rate of each day over the thirty (30) days.

M. Time lost as the result of an assault on school premises during working hours while performing regularly assigned duties shall not be charged against the employee's sick leave allowance subject to the Worker's Compensation provisions. Employees shall lose no more than two paid days.

## **ARTICLE 19**

### **VACATIONS**

A. Year-around (12-month) employees shall be entitled to vacation credited annually on July 1st according to the following schedule:

1. Upon completion of one (1) year, nine (9) work days.

2. Upon completion of seven (7) years, fourteen (14) work days.

3. Upon completion of fifteen (15) years, nineteen (19) work days.

B. Vacation time shall be scheduled by March 1st. Vacation calendar will be available to twelve-month employees for scheduling purposes. Choice of vacation will be granted on the basis of seniority.

C. When a holiday is observed by the Employer during a scheduled vacation period, the vacation will be extended by one (1) day, continuous with the vacation.

D. An employee may choose to waive or carry over up to 5 (five) days of vacation time with administrator approval and shall receive equal compensation for any time waived.

1. The choice to waive vacation time must be done by June 1<sup>st</sup> of each year.
2. Compensation will be made by July 15<sup>th</sup> of the next fiscal year.

E. If any employee is hospitalized under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event that the incapacity continues through the year, the employee will be awarded payment in lieu of vacation.

F. Pay Advance

1. If a regular payday falls during an employee's vacation, he/she will receive that check in advance before going on vacation provided he/she makes a request in writing two weeks prior to his/her scheduled vacation.

2. If an employee is laid off or retired or severs his/her employment, he/she will receive any unused vacation credit including that accrued in the current calendar year.

3. A recall employee who received credit at the time of layoff in the current calendar year will have such credit deducted from his/her vacation period upon recall.

## **ARTICLE 20**

### ***HOLIDAYS***

A. Twelve-month employees shall have the following paid holidays:

1. July 4<sup>th</sup>
2. Labor Day
3. Thanksgiving Day
4. Friday after Thanksgiving
5. Christmas Eve Day
6. Christmas Day
7. New Year's Eve Day
8. New Year's Day
9. Memorial Day

B. Good Friday shall be a paid holiday if school is not in session.

C. If any of the paid holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. If the holiday should fall on Sunday, the following Monday shall be observed as the holiday provided that school is not in session.

D. Any employee required to work on a holiday shall receive double time plus regular pay (triple time).

E. Nine-month employees shall have the following paid holidays:

1. Thanksgiving Day
2. Day after Thanksgiving
3. Christmas Eve Day
4. Christmas Day
5. New Year's Day
6. Good Friday if students are not in session.
6. Memorial Day
7. Labor Day shall be included as a paid holiday during those years in which the traditional school year begins prior to Labor Day.

## **ARTICLE 21**

### ***TRAINING AND EDUCATION***

A. When an employee is sent by the Administration to job-related training programs or courses, the costs of tuition, books, and supplies related to such training will be paid by the District. Employees will receive regular hourly pay for all required travel time (unless held at one of the district's regular work sites) and time spent in training.

B. For those out-of-town programs, conferences, courses, or workshops which the employee must attend at the direction of the Administration, the employee's expenses pursuant to attendance will be paid by the Employer. Attendance during working hours at out-of-town conferences will not cause the employee to suffer loss of pay or benefits.

C. Payment of expenses incurred by the Employer pursuant to this Article will be subject to itemization (i.e., receipts) and subject to per diem reimbursement rates established by the Employer. Prior to the bargaining unit member incurring any cost, the total cost of the training shall be disclosed (to the best ability of the Employer), and the per diem rate established for each separate training. The bargaining unit member has the right to decline the training if all costs are not reimbursed, but may agree to attend if the bargaining unit member chooses.

## **ARTICLE 22**

### ***JURY DUTY***

A leave of absence will be granted to regular employees called for jury duty or witness duty by court subpoena or for court appearance on behalf of the Employer. Employees shall suffer no loss of pay or benefits provided that they endorse fee payment, excluding expense reimbursement, to the District.

## **ARTICLE 23**

### ***FRINGE BENEFITS***

A. For all full-time employees (full-time to mean working the regular number of hours assigned to that classification on a five-day-a-week schedule), The employer shall provide MESSA Choices II with a \$500/\$1,000 deductible, \$20 office visit, Saver RX drug card.

Employees working over 20 hours per week will be eligible for Pak A or Pak B coverage. KPS shall pay the Pak B coverage.

Fringe Benefit coverage for the employee and his/her family will also include:

Vision	VSP-2
Delta Dental	

D. Insurance

<b>Working Hours Per Day</b>	<b>Employer Will Pay %</b>	
	Less than 10 yrs. of service	More than 10 yrs. of service
Less than 4 hours daily	00%	00%
4 to 5.9 hours	50%	55%
6 to 7.9 hours	75%	80%
8 hours	100%	100%

B. Unless otherwise noted, fringe benefits as outlined in this article will be for a full twelve months annually for employees who work a full year as scheduled for their position and classification, as outlined in paragraphs “C” and “D” below. Any co-pays and deductibles will be the responsibility of the employee.

C. Health insurance coverage is continued (through the use of accumulated sick days) for a period of up to ninety (90) calendar days.

D. Insurance

E. Any new bargaining unit employee hired after November 23, 1994 will follow the percentages above (paragraph D) for the length of this agreement.

F. For all full-time employees (full-time to mean working the regular number of hours assigned to that classification on a five-day-a-week schedule) who are otherwise covered by health insurance and do not need health insurance, the Employer shall provide a fifty dollar (\$50.00)–monthly annuity.

G. Twelve-Month Employees/Longevity Schedule:

16	Years	One Week Pay
22	Years	Two Weeks Pay

\*H. The KASE and the Kalkaska Board of Education agree to create a committee which is to be utilized to explore and evaluate available Blue Cross/Blue Shield Insurance coverage options (inclusive of MESSA) for the purpose of identifying possible cost savings. The information and conclusions of the committee will be forwarded to the respective bargaining teams for consideration during future contract negotiations.

**ARTICLE 24**  
***WAGES AND PAYROLL DEDUCTIONS***

A. Regular payroll shall be issued on Wednesday of every other week. For employees, payroll shall reflect all wages earned and reported on time sheets/cards through the second Friday of the two weeks prior to the payday.

1. Administration shall provide each employee with an accounting of his/her accumulated sick leave, vacation time, personal leave, hourly pay, and hours worked for current pay period, on each pay stub.

B. The Employer will deduct from the pay of each employee from whom it received authorization to do so and make appropriate remittance for annuities, credit union, saving bonds, charitable donations, or any other plans or programs jointly approved by the Employer and the Association.

C. The payroll deduction authorization shall continue in effect from year to year unless changed by the employee during the months of August or September.

D. Any time an employee is required to perform the duties of a higher pay classification, he/she shall receive said pay rate.

E. In recognition of services to the School District, a terminal leave payment shall be made as follows:

1. To be eligible for terminal leave pay, an employee must have been employed by the Employer for a minimum of ten (10) years immediately prior to retirement, and must be qualified to receive retirement benefits under provisions of the Michigan Public School Employees Retirement Fund Board.

2. Terminal pay shall be granted to any employee who retires from employment with the Employer at the following percentage rates of the employee's final annual salary for each year employed by the Employer:

10 yrs. - 1/2%

15 yrs. - 3/4%

20 yrs. - 1%

3. Terminal leave pay shall be paid in full to an eligible employee upon retirement.

## **ARTICLE 25**

### ***SPECIAL PROVISIONS/GROUNDS KEEPER***

- A. Grounds Keeper employees working eight (8) hours shall be entitled to two (2) fifteen (15) minute coffee breaks as assigned by the immediate supervisor. Grounds Keeper working six and one-half (6.5) hours are only entitled to one (1) fifteen (15) minute coffee break as assigned by the immediate supervisor.
- B. All Grounds Keepers required to work a shift of six and one-half (6.5) consecutive hours or more shall be entitled to an unpaid, duty-free, uninterrupted lunch period of one-half (1/2) hour.
- C. Grounds Keeper employees desiring overtime shall signify the same by signing the overtime list at the beginning of each semester.
- D. Grounds Keeper overtime hours shall be divided as equally as possible among regularly scheduled employees in that classification. An up-to-date list showing overtime hours will be posted monthly in a prominent place in each building.
- E. Whenever overtime is required, the grounds keeper, who has signified his/her desire for overtime by signing the overtime list and who has the least number of overtime hours in that classification shall be called first and so on down the list in an attempt to equalize overtime hours. For the purpose of this clause, employees who do not work because they are unavailable or do not choose to work will be charged the average number of overtime hours of the employees working during the call-out period (two (2) hour minimums).
- F. Assignment of substitute work will be divided as equally as possible among regular substitute employees. It is understood that, in general, substitute coverage will not be provided to cover single absence situations, and at other times when, at it discretion, the Administration determines that a substitute is not necessary to cover an absence.
- G. The Employer shall provide each grounds keeper employee with five (5) shirts (three short-sleeved and two long-sleeved) with the KPS logo. Worn out shirts may be turned in to the Maintenance Supervisor for replacement. The allocation of clothing may be adjusted for the groundskeeper employee by mutual agreement between that employee and the Employer. If on July 1 of any year, an employee does not need five (5) shirts, he/she will be paid the cost of the shirts not needed. Each employee will be responsible for doing his/her own laundry. The Employer will have coveralls available for use if needed, and will provide a minimum of one pair of insulated coveralls per building.

H. Grounds Keeper personnel may choose to work four (4) consecutive ten (10) hour days during summer vacation. Employees will schedule the days with the supervisor's permission so that all days are covered by the work force. Seniority will be used to determine first choice of schedule.

## **ARTICLE 26**

### ***SPECIAL PROVISIONS-PARAPROFESSIONALS, INCLUDING ESEA AIDES***

A. Six (6) hour paraprofessional employees shall be entitled to two (2) fifteen (15) minute breaks and an unpaid thirty (30) minute duty-free lunch period as assigned by the immediate supervisor.

B. Paraprofessionals shall be scheduled at least six (6) hours per day when such scheduling meets the needs of the Employer. The Employer reserves the right to set the work hours for paraprofessionals that best meet the needs of the Employer. Paraprofessionals will be provided a work year calendar no later than the second week of each school year (if a calendar has been ratified by the district and the teacher bargaining unit by that date. If there is no ratified agreement before the second week of the school year, the calendar will be provided within two weeks of the ratification by both parties).

C. Parent-teacher conference days which are half-days for students shall be scheduled as half-day work days for paraprofessionals. The Employer may offer more than a half-day of work to a paraprofessional on such parent-teacher conference days, but the paraprofessional will not be required to accept the additional time.

#### **D. Health and Safety**

1. The Association recognized that the Employer may be required by law to provide certain "related services"; for example, changing diapers, cleaning intermittent catheterization (CIC), and tracheotomy cleaning to special education students.

2. When related services require expertise, the Employer will endeavor to provide the services via training personnel. In no case, however, will a bargaining unit member be required to provide related services requiring expertise unless the following conditions are met:

- a. The member has received prior training in the procedure. Such training shall be provided at the Employer's expense, with compensation to the bargaining unit member for any overtime required to receive training.
- b. The Employer has obtained written permission from the student's parents and/or guardian(s) authorizing the procedure to be performed by a lay person with the level of training received by the bargaining unit member.
- c. A witness must be made available during execution of the procedure.
- d. Paraprofessionals may request assistance from the Employer (or another paraprofessional) if the paraprofessional would otherwise be required to lift more than fifty (50) pounds alone.

3. The Employer shall indemnify and save harmless from any liability bargaining unit members who administer medication to pupils when directed to do so by school supervisory personnel.

4. In the event no school medical personnel are employed by the Employer, two (2) bargaining unit members in each building shall be designated who may be required to administer medication to pupils only as substitutes for the regularly assigned personnel (usually the administrator or the secretary) and when the following conditions are met:

- a. The parents or guardians have given prior written approval for the administration of the medication by non-medical personnel.
- b. The aforementioned permission is accompanied by written instruction from the attending physician.
- c. A witness is provided.
- d. Necessary equipment and supplies are provided.
- e. Prior training is provided with regard to medication protocol, equipment and procedures. Such training shall be provided at the Employer's expense, with compensation to the bargaining unit member for any overtime required to receive training.

5. A bargaining unit member who is assigned full time to assist a disabled student shall be trained to assist the student in all needs, and may be assigned, in addition to the two bargaining unit members noted in paragraph 4 (above), to attend to and administer medication to that student only.

## **ARTICLE 27**

### ***SPECIAL PROVISIONS - BUS DRIVERS***

A. Bus drivers will be notified of any student passenger who has an illness such as epilepsy, heart condition, diabetes, or who has a diagnosed impairment when the administration has knowledge of their condition. The administration will make the decision on whether or not to arrange for alternate transportation to the home of students who become ill during the school day.

B. Bus drivers are responsible for acquiring a Commercial Driver's License (CDL) prior to being eligible for employment. The Employer will pay the difference between the cost of a regular Driver's License and each required CDL renewal. The Employer will reimburse the difference between the cost of the first CDL and a regular driver's license after the new driver has completed ninety (90) days of employment.

C. Bus driver's warm-up, cleaning, safety check, and gas up are included as part of the daily route time (thirty-five (35) minutes). In order to protect personal clothing while washing buses, rain gear shall be available in the bus garage.

D. Any trip other than an employee's regular run(s) will be considered an Extra Trip. The following provisions will apply to all Extra Trips:

1. Extra trips will be paid from the time the employee starts the extra trip at the school or garage, until he/she arrives back at the school or garage.

2. Assignment of extra trips shall be made according to seniority and rotated. For implementation of this process, Regular Substitutes shall be placed by experience at the bottom of the seniority list and become part of the extra trip rotation. Probationary Substitutes shall not be assigned to extra trips unless there are no Regular Drivers or Regular Substitutes available.

3. In the event that an assigned trip is canceled, the driver assigned to that trip will be eligible for the next posted extra trip, except for trips already posted and assigned for the same date.

a. If an assigned driver shows up at the pick-up point without having been notified that the trip was canceled, that driver will be paid thirty dollars (\$30).

4. A driver who is assigned to an extra trip of four hundred (400) or more total miles will request in writing an expense check of approximate cost. Driver shall return receipts to central office.

a. Drivers on overnight trips shall have all reasonable itemized expenses paid by the Employer upon receipt.

b. Drivers on all extra trips that exceed five (5) hours away from the District between the following hours will receive the designated meal allowance paid in advance of said trip if requested:

1. 7:00 a.m. - 8:00 a.m. = \$ 6.00 meal allowance
2. 12:00 p.m. - 1:00 p.m. = \$ 7.50 meal allowance
3. 6:00 p.m. - 7:00 p.m. = \$11.00 meal allowance

E. Regular runs, morning, afternoon, and Friday Kindergarten runs will be posted along with the approximate hour value at the beginning of each year. Said runs shall be bid upon by seniority with the most senior person bidding first. Substantial alterations to established runs may necessitate a rebidding process.

F. Unless the Employer can show good and just cause for prohibiting it, drivers who desire to house their buses at their homes may do so, provided that:

1. The driver lives on his/her route or on the way to the route; at least two (2) miles from the bus garage, and

2. The practice will save miles, or at least not add miles to the daily run. Otherwise, all buses will be housed at the bus garage.

G. All school trips during the summer shall be assigned according to seniority.

H. When drivers are required to attend in-service classes (training, safety, etc.), they shall be paid at the rate of ten dollars (\$10) per hour.

- I. Substitute assignments will be distributed as evenly as possible among all substitute drivers.
- J. Qualified personnel shall be available for communication until all afternoon runs are complete.
- K. Regular drivers who voluntarily elect to return/go to substitute status shall automatically lose all accumulated seniority.
- L. The parties recognize that certain transportation services and equipment are required to insure the safe maneuvering of special education and/or handicapped students in boarding and unboarding transportation vehicles, and to insure the safe transportation of the students while on board transportation vehicles. The Employer agrees to provide lifts on any vehicles transporting wheelchair students, and seat belts or other appropriate restraints for each student transported. Bus aides will be provided in the event the safety of the driver and/or passengers is compromised by the behavior and/or physical needs of the passengers.
- M. The Employer will provide bargaining unit members with all known information concerning their passengers' handicaps. In the event the employees, pursuant to a student's IEPC or at the direction of the Employer, utilize any specialized procedures relating to medical or behavioral management, the Employer will provide prior training as to such procedures. Such training will be at the Employer's expense with compensation to the bargaining unit member for any overtime occasioned by the training.
- N. The Employer agrees to indemnify and save bargaining unit members harmless from any liability incurred in the transportation of special education students to and from school and school related activities.
- O. Any information and guidelines contained in the Bus Drivers Handbook SOP (Standard Operating Procedures) shall have relevance only in those areas contained in the Master Agreement.
- P. A sub driver must request a leave of absence in writing to the superintendent when he/she will be unavailable for a period of more than two consecutive weeks. Failure to do so will result in loss of all seniority.
- Q. Extra trips will be paid at ten dollars (\$10) per hour. When a bus driver misses a regular route because of an extra trip, she/he will receive regular route pay plus ten dollars (\$10) per hour for every hour worked beyond the regular route time.
- R. Saturday extra trips will receive a forty dollar (\$40) bonus.
- S. Kindergarten extra trip thirty dollars (\$30) per day.

**ARTICLE 28**  
***SPECIAL PROVISIONS - FOOD SERVICE***

- A. Cooks, six (6) hour Assistant Cooks, and seven (7) hour workers shall receive a sixty-five dollar (\$65) per year clothing allowance, payable each September.
- B. Two fifteen (15) minute breaks will be scheduled by the Director of Food Service for Cooks. In addition to the breaks, employees in these positions will also receive a thirty (30) minute working lunch period. One fifteen (15) minute break will be scheduled by the Director of Food Service for Assistant Cooks and seven (7) hour workers. In addition, these employees will receive a thirty (30) minute working lunch period. Food Service employees working four (4) hours will receive a fifteen (15) minute break.
- C. Food service employees desiring overtime shall signify the same by signing the overtime list at the beginning of each school year.
- D. Overtime hours shall be divided as equally as possible among regularly scheduled employees in that classification. An up-to-date list showing overtime hours will be posted monthly in a prominent place in each building.
- E. Whenever overtime is required, the food service person who has signified a desire for overtime by signing the overtime list and who has the least number of overtime hours in that classification shall be called first; and so on down the list in an attempt to equalize overtime hours. For the purpose of this clause employees who do not work because they are unavailable or do not choose to work will be charged the average number of hours of the employees working during the call-out period (two (2) hour minimums).
- F. Assignment of substitute work will be divided as equally as possible among regular substitute employees.

**ARTICLE 29**  
***MEDICALLY FRAGILE STUDENTS***

Employees who are required to serve medically fragile students shall be provided training to deal with the special needs of the student they are assigned to. Such training shall be at the Employer's expense and at the employee's regular hourly rate. The parent or legal guardian of the child will sign a statement acknowledging that a lay person is performing such services and that this is with the consent of the parent or guardian. The Employer shall indemnify and save harmless from any liability employees who administer services to medically fragile students when directed to do so by school supervisory personnel.

**ARTICLE 30**  
***SITE-BASED DECISION MAKING***

Site-based decision making is a joint planning and problem-solving process that seeks to improve the quality of life in the school and the delivery of quality education. Those individuals responsible for the implementation of a decision at the building level are actively and legitimately involved in the decision.

The following provisions will govern K.A.S.E. participation in the site-based decision making process and school improvement planning in the Kalkaska Public School District:

- A. None of the SBDM/SIP committees shall engage in the collective bargaining of the K.A.S.E contract or have the authority to address K.A.S.E employment matters or modify the provisions of the Master Agreement.
- B. Any participation in the committee, whether full or in part, shall be voluntary. Participation or lack of participation will have no consideration in evaluation, assignment, promotion, discipline, or discharge of any bargaining unit member or any condition of employment.
- C. Employees participating in SBDM/SIP activities, including training and scheduled committee meetings, will be compensated in accordance with the Master Agreement. If meetings are scheduled during the regular workday, the employee shall be released from duties without loss of time or pay.

**ARTICLE 31**  
***TERMS OF THE AGREEMENT***

A. This agreement shall become effective on the date the Agreement has been ratified by both parties. The agreement shall continue in effect through August 28, 2014, at which time it will expire unless mutually extended, in writing, by both parties.

FOR THE BOARD OF EDUCATION:

FOR THE ASSOCIATION:

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
KASE Team Member

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
15-A UniServ Director

**Ratification Date** \_\_\_\_\_

**Ratification Date** \_\_\_\_\_

# ARTICLE 32-

## Salary Schedules

### Bus Drivers (Contracted for 180 days)

(Hourly Rate)

	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014
Annual Steps					
1-2	10.66	10.96	11.21	11.38	11.55
3-4	10.89	11.19	11.44	11.61	11.79
5-6	11.27	11.57	11.82	12.00	12.18
7-8	11.65	11.95	12.20	12.38	12.57
9-10	12.08	12.38	12.63	12.82	13.01

*The summer bus driver position is 6 (six) hours per day for approximately 50 (fifty) days.*

### Courier

(Hourly Rate)

	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014
	9.56	9.86	10.11	10.26	10.42

### Groundskeeper

(Hourly Rate)

	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014
Annual Steps					
1-2	11.16	11.46	11.71	11.89	12.06
3-4	11.49	11.79	12.04	12.22	12.40
5-6	11.81	12.11	12.36	12.55	12.73
7-8	12.14	12.44	12.69	12.88	13.07
9-10	12.46	12.76	13.01	13.21	13.40

### Paraprofessional/Bus Aides

(Hourly Rate)

	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014
Annual Steps					
1-2	8.46	8.76	9.01	9.15	9.28
3-4	8.70	9.00	9.25	9.39	9.53
5-6	8.93	9.23	9.48	9.62	9.77
7-8	9.18	9.48	9.73	9.88	10.02
9-10	9.42	9.72	9.97	10.12	10.27

### Food Service Personnel

(Hourly Rate)

	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014
Lead Cook	11.90	12.20	12.45	12.64	12.83
Head Cook	10.65	10.95	11.20	11.37	11.54
(0 days to 3 years)					
Head Cook	11.47	11.77	12.02	12.20	12.38
(After 3 years)					
Food Service Assistants (90 days)	9.18	9.48	9.73	9.88	10.02

Food service salaries are based on 170 days and holidays. If the days are increased, employees will be paid for extra days on a per-diem basis. Employees substituting in a higher-paid classification shall receive the pay for the higher classification.

**ESEA Instructional Aides**

(Hourly Rate)

	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014
Annual Steps					
1-2	8.51	8.81	9.06	9.20	9.33
3-4	8.75	9.05	9.30	9.44	9.58
5-6	8.98	9.28	9.53	9.67	9.82
7-8	9.23	9.53	9.78	9.93	10.08
9-10	9.47	9.77	10.02	10.17	10.32

*Note: Probationary employees will be paid 10% less than regular rate.*

A signing bonus will be paid to members who were on the payroll as of 8-28-12. The signing bonus of \$750 will be paid in two installments, half (\$375) on the first payroll of November, 2012, and half (\$375) will be paid on the first payroll of March, 2013.

# **JOB DESCRIPTIONS**

## **KALKASKA PUBLIC SCHOOLS**

All employees will obtain TB tests at Employer designated intervals only if or as required by the State of Michigan or the Employer. Costs for any such tests will be the responsibility of the Employer.

### ***TITLE: GROUNDS KEEPER***

#### **QUALIFICATIONS:**

1. Education: Minimum of a high school diploma or equivalent.
2. Experience and/or vocational training in institutional cleaning and custodial maintenance preferred.
3. Must be able to lift and carry a minimum of sixty (60) pounds.
4. Demonstrated ability to assume responsibility with a minimum of supervision.
5. Ability to recognize the need and perform minor repairs.
6. Demonstrated evidence of a good employment record, including attendance.

**SUPERVISOR:** Director of Buildings & Grounds

#### **RESPONSIBILITIES:**

Spring:

1. Maintain all tractors, mowers, blowers, buckets, brooms, and other lawn care and grounds equipment.
2. Broom and rake lawns.
3. Clean and maintain all tennis courts.
4. Line all baseball and softball fields as needed.
5. Fill holes left from snow plowing, and reseed.
6. Clean dirt from around the sidewalks.
7. Sweep sidewalks.
8. Rake any leaves left from winter.
9. Fertilize lawns.
10. Mow lawns and fields at all schools.
11. Setting up for events, Trout Festival, Graduation, Sports Awards Banquet, etc.
12. Pick up garbage left from winter.
13. Repair and get sprinklers going, all schools.
14. Maintain playground equipment and play areas.

Summer:

1. Mow grass at all schools, lawns and fields.
2. Fertilize lawns and spray for weeds.
3. Keep tractor maintenance up.
4. Sharpen lawn mower blades.
5. Take A.V. equipment to T.B.A. for repairs if requested.
6. Edge and trim lawns.
7. Move equipment from school to school as needed.

8. Deliver supplies.
9. Keep maintenance up on playground equipment.
10. Fill gas cans.
11. Keep sprinklers going -- fix and repair heads.
12. Clean and maintain all tennis courts.
13. Maintain playground equipment and play areas.

Fall:

1. Mow lawns and fields.
2. Edge and trim all lawns at all schools.
3. Rake leaves at all schools.
4. Fertilize lawns.
5. Clean and maintain all tennis courts.
6. Line all football fields as needed.
7. Take bucket and blowers off tractors and put snow blowers on.
8. Change oil on both tractors.
9. Winterize White tractor.
10. Blow out sprinkler systems.
11. Maintain playground equipment and play areas.

Winter:

1. Keep all school facility entrances, sidewalks and drives free of snow.
2. Put down salt when needed.
3. Keep gas cans filled for the tractors.
4. Fix tractors when break down.
5. Take A.V. to T.B.A.I.S.D. for repairs if requested.
6. Plow snow when necessary.
7. Help set up for Christmas programs.
8. Help maintenance when time permits.
9. Maintain playground equipment and play areas.

**TERMS OF EMPLOYMENT:** 12-month employee

***TITLE: LIBRARY PARAPROFESSIONAL***

**QUALIFICATIONS:**

1. Education: Minimum of a high school diploma or equivalent; some college level preparation preferred.
2. Demonstrated ability in typing, filing, cataloging materials, and general office practices.
3. Previous training and experience in a library is highly desirable.
4. Ability to work in a positive manner with students and staff in an instructional setting.
5. Knowledge of and demonstrated ability in computer use and basic computer programming.

**SUPERVISOR:** Building Principal/Librarian.

**RESPONSIBILITIES:**

1. Check books and other materials in and out.
2. Supervise circulation desk and maintain records of circulation statistics and student attendance.
3. Shelve materials and maintain book order.
4. Check in and file magazines.
5. Sort mail.
6. Schedule VCR use and occasionally program new taping.
7. Enter overdue material records in computer, create overdue lists and notices and distribute to teachers and students.
8. Collect fines and maintain fine records.
9. Type letters.
10. Process new books.
11. Enter new cataloging in computer and/or type new catalog cards, and do simplified cataloging of paperbacks in computer.
12. Repair books.
13. Assist with student supervision. Complete supervision responsibility during lunch period.
14. File materials in Vertical File.
15. Assist students with book selection.
16. Assist students and staff with the operation of VCR's, computers, and other equipment.
17. Provide photocopying of materials as needed.
18. Help supervise student aides.
19. Help design and set-up of bulletin boards.
20. Assist in inventory of materials.
21. Carry out other duties as assigned by librarian and/or building administrator.

**TERMS OF EMPLOYMENT:** 9-month employee

***TITLE: INSTRUCTIONAL PARAPROFESSIONAL***

**QUALIFICATIONS:**

1. Education: Minimum of a high school diploma or equivalent; some college level preparation preferred. *(if required to meet ESEA, then follow that job description)*
2. Experience in the use of typing, computers, office machines preferred.
3. Ability to relate successfully with fellow workers.
4. Ability to assume responsibility with a minimum of supervision.
5. Ability to work with and supervise students. Experience working with students in a structured setting preferred.
6. Evidence of a good employment record, including attendance, if previously employed outside the home.

**SUPERVISOR:** Building Principal.

**RESPONSIBILITIES:**

1. Supervision of students.
2. Reinforce what has been taught by the teacher.
3. Maintain CPR and First Aid certification, adult, child, and infant.
4. Keep accurate records if required and/or necessary.
5. Follow schedule as outlined by Principal or designee and yet be flexible because of special programs within the school day.
6. Assist teachers and/or administration.
7. Use typewriter, computer, copier and/or other office machines as needed to fulfill the responsibility of assisting teachers and/or administration.

**TERMS OF EMPLOYMENT:** 9-month employee

***TITLE: PARAPROFESSIONAL***  
**ESEA Instructional Assistant**

**QUALIFICATIONS:**

1. Education: Minimum of an Associate Degree, two years of college, or otherwise meet the requirements in a timely fashion as outlined by the State of Michigan and/or Federal Department of Education or Government.
2. Ability to relate successfully with fellow workers.
3. Ability to assume responsibility and follow directions with a minimum of supervision.
4. Ability to supervise, instruct, and demonstrate patience in working with students.
5. Experience in working with children in a structured setting preferred.
6. Evidence of a good employment record, including attendance, if previously employed outside the home.
7. Be up-to-date in First Aid and CPR as per courses provided by the school district.

**SUPERVISOR:** Building Principal.

**RESPONSIBILITIES:**

1. Supervise a safe and orderly environment for all children in the program.
2. Assist in administering age appropriate discipline for inappropriate or unkind behavior.
3. Provide academic support for assigned students.
4. Maintain a high level of ethical behavior and confidentiality.
5. Utilize time assigned efficiently and effectively
6. Keep accurate records as required and/or necessary.
7. Use typewriter, computer, copier and/or other office machines as needed to fulfill responsibilities of assisting teachers and/or administration in the delivery of instructional services to students.
8. Maintain CPR and First Aid certification, adult, child, and infant,
9. Reinforce what has been taught by the teacher.
10. Perform other duties as assigned.

**TERMS OF EMPLOYMENT:** 9-month employee

***TITLE: PARAPROFESSIONAL***  
**Special Ed – Health or Personal Care Aide**

**QUALIFICATIONS:**

1. Education: Minimum of a high school diploma or equivalent; some college level preparation preferred.
2. CPR certification - adult, child, infant; First Aid certification.
3. Experience in the use of typing, computers, office machines preferred.
4. Knowledge of or willingness to work with children of all ages with physical and mental disabilities.
5. Ability to relate successfully with fellow workers.
6. Ability to assume responsibility with a minimum of supervision.
7. Ability to supervise and work with young children. Experience working with young children in a structured setting preferred.
8. Evidence of a good employment record, including attendance, if previously employed outside the home.

**SUPERVISOR:** Building Principal

**JOB GOAL:** To assist the regular education and special education teachers in the daily instruction and carry out the specific goals and skills as set up in the IEPC for academics or from TBA.

**RESPONSIBILITIES:**

1. Supervise a safe setting for all students.
2. Assist student with physical therapy as directed by therapist.
3. Teach appropriate language and social skills. (Assist in carrying out disciplinary procedures for inappropriate or unkind behavior).
4. Assist students when dressing for outdoor recess. Attempt to have them become as independent as possible. Stay with student at all times when outside.
5. Observe student at lunch to avoid choking.
6. With (1) witness, attend to personal hygiene, (rest room, and diapering if necessary) assist only when necessary, keeping in mind student must be taught to become as independent as possible.
7. Consistently remind student of task which is to be completed. Make every attempt to keep student as quiet as possible to avoid disrupting or distracting regular classroom students.
8. Keep records when and where required. Informing parents and TBA personnel of any changes or difficulties with student.
9. Maintain a high level of ethical behavior and confidentiality.

**TERMS OF EMPLOYMENT:** 9-month employee

***TITLE: PARAPROFESSIONAL***  
**Day Care Assistant at Northside Educational Center**

**QUALIFICATIONS:**

1. Minimum of a high school diploma or equivalent (previous child care experience preferred).
2. Current certification in first aid and CPR and/or willingness to become trained and certified.
3. Ability to communicate and work effectively with children, parents, colleagues, administrative staff and community members.
4. Ability to work outside in all types of weather.
5. Ability to bend, twist, run and lift up to 40 pounds while walking short distances.
6. Obtain/maintain any day care certification as may be required to hold the position, with any required training to be reimbursed by the Employer.

**SUPERVISOR:** Day Care Program Manager

**JOB GOAL:** Provide activities and services and ensure a safe and orderly environment for children enrolled in the Day Care Program.

**RESPONSIBILITIES:**

1. Provide child care support services and carry out daily lesson plans.
2. Carry out educational and recreational activities as directed.
3. Perform attendance and other record keeping duties as directed.
4. Maintain discipline and bring behavior and/or discipline concerns to the Program Manager.
5. Clean up the facility and playground during operational hours as necessary.
6. Oversee outdoor recess and activities.
7. Perform first aid and handle emergencies as necessary (written guidelines will be provided by the Employer).
8. Maintain positive public relations with children, parents, staff, administration and community members.
9. Follow and adhere to safety standards and licensing regulations as outlined and published by the Employer and licensing agencies.
10. Perform other duties as assigned.

**TERMS OF EMPLOYMENT:** As required by enrollment and attendance (hours and days of assignment are subject to change based on enrollment).

***TITLE: FOOD SERVICE ASSISTANTS***

**QUALIFICATIONS:**

1. Education: Minimum of a high school diploma or equivalent.
2. Experience in institutional food preparation preferred.

3. Demonstrated evidence of a good employment record, including attendance.
4. Demonstrated ability to assume responsibility and to work as a positive team member with employees and staff.
5. Must be able to do simple arithmetic, handle cash, make change and have knowledge of, or willingness to learn basic computer skills.
6. Must be able to lift and carry 50 pounds.
7. Must be certified in Food Safety and Sanitation and Food Basics classes within one (1) year of hire date, provided training is offered within a fifty (50) mile radius, and keep current with Sanitation Class as directed by Food Service Supervisor..

**SUPERVISOR:** Food Service Supervisor

**RESPONSIBILITIES:**

1. Replace/substitute for absent Head Cook as directed by Food Service Supervisor.-
2. Assists Cook with preparation, serving and cleanup for meals at assigned school.
3. Assists in putting away stock
4. Keeps food service work and storage areas clean and orderly
5. Rotates with other Food Service Assistants as cashier as directed by Cook
6. Perform other duties as assigned by Food Service Supervisor.

**TERMS OF EMPLOYMENT:** 9 months

***TITLE: FOOD SERVICE HEAD COOK/BAKER***

**QUALIFICATIONS:**

1. Education: Minimum of a high school diploma or equivalent.
2. Experience in institutional food preparation preferred.
3. Demonstrated evidence of a good employment record, including attendance.
4. Demonstrated ability to assume responsibility and to work as a positive team member with employees and staff.
5. Must be able to do simple arithmetic, handle cash, make change and have knowledge of, or willingness to lean basic computer skills.
6. Must be able to lift and carry 50 pounds.
7. Must be certified with the School Nutrition Association (SNA) within one (1) year of hire date, and keep certification current.

**SUPERVISOR:** Food Service Supervisor.

**RESPONSIBILITIES:**

1. Responsible for preparation, cooking, serving, and cleanup for all meals at assigned school.
2. Keep food service storage areas, freezers and coolers clean, orderly and stocked.
3. Keep equipment clean and in good working condition. Inform maintenance and/or supervisor if equipment malfunctions.
4. Assign duties to Food Service Assistants to complete the daily functions of the kitchen.

5. Keep daily food production records.
6. Assists Supervisor in ordering food, milk and supplies, in a timely manner, as needed for food preparation at assigned school.-
7. Must be able or willing to learn to temporarily substitute for absent Lead Cook.
8. Perform other duties as assigned by Food Service Supervisor.

**TERMS OF EMPLOYMENT:** 9 months

***TITLE: FOOD SERVICE LEAD COOK***

**QUALIFICATIONS:**

1. Education: Minimum of a high school diploma or equivalent.
2. Experience in institutional food preparation preferred.
3. Demonstrated evidence of a good employment record, including attendance.
4. Demonstrated ability to assume responsibility and to work as a positive team member with employees and staff.
5. Must be able to make responsible decisions in a fast paced environment.
6. Must be able to do simple arithmetic, handle cash, make change and have knowledge of, or willingness to learn basic computer skills.
7. Must be able to lift and carry 50 pounds.
8. Must be certified at a Level I with SNA within one (1) year of hire date, and keep certification current.
9. Must be willing to experiment with new recipes and be able to instruct other cooks in the preparation of these recipes.

**SUPERVISOR:** Food Service Supervisor

**RESPONSIBILITIES:**

1. Responsible for the operation of the high school kitchen lunch and breakfast program.
2. Cook and supervise the production of Northside High School and Headstart satellite meals (and any other catering program based at the KHS Kitchen).
3. Performs quantity cooking for all schools as the menu dictate.
4. Keep equipment clean and in good working condition. Inform maintenance and/or supervisor if equipment malfunctions.
5. Assign duties to Food Service Assistants to complete the daily functions of the kitchen.
6. Complete daily food production records and any other food prep paperwork required
7. Supervise all food service assistants at KHS kitchen.
8. Assist Supervisor in ordering food, milk and supplies for assigned school.
9. Perform other duties as assigned by Food Service Supervisor.

**TERMS OF EMPLOYMENT:** 9 months

***TITLE: COURIER***

**QUALIFICATIONS:**

1. Education: Minimum of a high school diploma or equivalent.
2. Experience and/or vocational training in institutional food preparation preferred.
3. Demonstrated evidence of a good employment record, including attendance.
4. Demonstrated ability to assume responsibility and to work as a positive team member with employees and staff.
5. Must be able to lift and carry 50 pounds.
6. Must be certified in food safety and sanitation within one (1) year of hire date, provided training is offered within a fifty (50) mile radius, and keep certification current.
7. Maintain a valid Michigan driver's license.
8. Maintain vehicle--gas, check oil, keep vehicle clean, etc.

**SUPERVISOR:** Director of Food Service

**RESPONSIBILITIES:**

1. Works on 1/2 days of school, may only work 5 hours. No food delivery or money deposits.
2. Times may vary according to the lunch menu, amount of T.B.A. materials or any extra errands to be done.
3. Pick up and deliver T.B.A. materials to and from district facilities as needed.
4. Put away any stock and get out stock on list for that day.
5. Load and take food to various school facilities (including redistributing extra food as assigned).
6. Go to Post Office for pick-up/delivery of mail. Stop at school district designated bank for pick-up of bags as scheduled by Employer.
7. Lunch, finish any stock.
8. Help serve lunch at the high school.
9. Go to Cherry St. to pick up leftovers and mail for all schools.
10. Go to Birch St. to pick up leftovers.
11. Go to Middle School to pick up leftovers.
12. Drop off mail at all schools, pick up any outgoing mail and deposit bags. Take mail to Central Office and pick up Rapid City and Cherry St. deposit bags. Go to school district designated bank and drop off bags.
13. Help out if needed elsewhere, for example: Go to store for supplies, put away government stock, pick-up or deliver extra mail, get gas, and perform other duties as assigned by the Supervisor.

**TERMS OF EMPLOYMENT:** Minimum of One Hundred Eighty-Five (185) days.

***TITLE: BUS DRIVER***

**QUALIFICATIONS:**

1. Meet the certification requirements of the State of Michigan for school bus driving.

**SUPERVISOR:** Transportation Supervisor

**RESPONSIBILITIES:**

1. Conduct pre-trip inspection of school bus prior to every trip.
2. Report bus accidents and pupil injuries to authorities.
3. Conduct emergency evacuation drills in keeping with school policies.
4. Drive with safety of students as first priority.
5. Report personal absences (need for a sub) in accordance with provisions of the contract.
6. Perform bus housekeeping duties inside bus.
7. Report bus defects to supervisor.
8. Operate all vehicle types used in transporting pupils in school district.
9. Demonstrate knowledge of rules and regulations set forth by local, state, and federal authorities, including state laws and local ordinances.
10. Administer disciplinary procedures in keeping with school policies.
11. Other responsibilities of a bus driver as assigned by the supervisor in accordance with the Master Agreement.

**TERMS OF EMPLOYMENT:** One hundred eighty (180) school days.

***TITLE: TRANSPORTATION BUS-AIDE SPECIAL-ED***

**QUALIFICATIONS:**

1. Education: minimum of a high school diploma or equivalent.
2. CPR Certification -- Adult, Child & Infant.
3. First Aid Certification.
4. Knowledge of or willingness to work with children of all ages with physical and/or mental disabilities.

**SUPERVISOR:** Transportation Supervisor

**JOB GOAL:** Support driver and maintain orderly conduct of students during bus ride.

**RESPONSIBILITIES:**

1. Supervise safe seating of students with seat belts.
2. Loading and unloading student with wheelchairs, walkers, crutches and canes.
3. Insure impaired students do no physical harm to themselves or others.
4. Insure New Campus students conduct themselves in a proper manner: language, no physical contact.
5. Personal contact with impaired students: Sneezing, coughing, runny noses and vomiting. **NO DIAPER CHANGES.**
6. Disinfecting and cleaning seats and floor after such events.
7. Keep record of students riding to and from school.
8. Keep record of problems arising on the bus, bus sheets, and bus referrals for discipline.
9. Knowledge of bus route and times to all Kalkaska schools to insure timely drop off and pick up routes in case of sub driver.
10. Knowledge of students' teachers to insure proper communication for and/or about students.

11. Knowledge of proper discipline procedures for uncooperative and hard to manage students.
12. Knowledge of parents or care givers names and phone numbers in cases of emergency.
13. Knowledge of each student's impairment or handicap (seizures and medications).
14. Learn a minimum of sign language to help with deaf, if required for individual student.
15. Listen to students' conversations to help avoid conflicts that may arise and pass important information to teachers (bad night at home may affect behavior).

**TERMS OF EMPLOYMENT:** 180 days

***TITLE: PARAPROFESSIONAL***

(at Kalkaska High School/Student Supervisor/Hall Monitor)

**QUALIFICATIONS:**

1. Minimum of a high school diploma or equivalent, some college level preparation preferred.
2. Ability to relate successfully with fellow workers, teachers and administrators.
3. Ability to assume responsibility with a minimum of supervision.
4. Ability to work with, establish rapport and supervise high school students.
5. Experience in working with high school students in a structured setting preferred.
6. Evidence of a good employment record, including attendance, if previously employed outside the home.

**SUPERVISOR:** Assistant Principal and Principal

**JOB GOAL:** To ensure a safe and orderly environment in the school building and on the school grounds.

**RESPONSIBILITIES:**

1. Supervise high school students in school building and on school grounds.
2. Maintain integrity of hallways during class periods to ensure safety of students and security of students' lockers.
3. Maintain integrity of restrooms to ensure a safe and non-smoking atmosphere for students using the facilities.
4. Help to maintain a safe and clean environment in the school building for the benefit of the students.
5. Assist teachers and administration.
6. Enforce school policies pertaining to conduct of students.
7. Seek appropriate care for injured students and file accident report accordingly.
8. Follow schedule as outlined by Principal, yet be flexible to changes for special programs, etc.
9. Perform other related duties as assigned by supervisor.

**TERMS OF EMPLOYMENT:** One Hundred Eighty (180) Days/9 Months

## ***TITLE: COMPUTER TECHNICIAN***

### **QUALIFICATIONS:**

1. Minimum of a high school diploma or equivalent, some college level preparation and/or previous computer experience and training preferred.
2. Ability to relate successfully with fellow workers, administrators, teachers and students.
3. Ability to troubleshoot hardware, ability to install software and set up printers.
4. Ability to assume responsibility with a minimum of supervision.
5. Ability to assist teachers in working with, establishing rapport with, supervising and providing technology instruction to students.
6. Evidence of a good employment record, including attendance, if previously employed outside the home.
7. Must be able to lift and carry 40 pounds.
8. Ability to assist teachers in hooking up technical equipment to computers (power point projectors, etc.).
9. Knowledge and ability in assisting in the area of networking and wireless technology.

**SUPERVISOR:** Building Principal

**JOB GOAL:** To assist regular and special education teachers (and students) in the daily use of computers both off line and online, and to supervise and assist in supervising students using a computer lab.

### **RESPONSIBILITIES:**

1. Assist students and staff with the operation and use of computers and related equipment and software.
2. Assist classroom teachers with technology lesson preparation and planning.
3. Provide assistance in researching grade/subject appropriate web sites for teachers.
4. Cooperate with the administrators and teachers in maintaining a safe and clean environment for technology in school facilities for the benefit of staff and students.
5. Assist with the maintenance and cleaning of computers, printers, and related hardware.
6. Assisting in inventory and purchase of equipment (computers, cameras, toner, ink, projectors, etc.), and with the purchase and inventory of appropriate software.
7. Perform other related duties as assigned by the Supervisor.

**TERMS OF EMPLOYMENT:** 9 months.