

MASTER AGREEMENT

BETWEEN THE

***MIO AUSABLE SCHOOLS
BOARD OF EDUCATION***

AND THE

MIO AUSABLE ESP/MEA/NEA

2010-2011/2011-2012/2012-2013

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AGREEMENT

This Agreement is entered into this 24th day of August, 2010 by and between the Mio AuSable Schools (hereinafter called the "Employer") and the Mio AuSable ESP, MEA/NEA (hereinafter called the "Union").

Purpose

This Agreement has been negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947, as amended, to establish the wages, hours, and terms and conditions of employment for the members of the bargaining unit herein defined.

ARTICLE I - RECOGNITION

A - Unit Description

The Employer recognizes the Union as the exclusive bargaining representative for the following employees:

All regularly scheduled custodial/maintenance, secretarial/clerical, paraprofessional, food service and transportation personnel.

Excluding all substitutes, kitchen supervisor, maintenance supervisor, transportation supervisor, and all other supervisors, principals, assistant principals, and all other administrators, administrative assistant, business manager, curriculum coordinator, youth services coordinator, and all other coordinators, directors, central office secretary, teachers, coaches, temporary employees, adult and community education employees, and all other employees.

B - Definitions

The term "employee" when used herein shall refer to all employees represented by the Union in the bargaining unit defined above. References to male employees shall also include female employees.

ARTICLE 2 - EMPLOYER RIGHTS

A - Rights Reserved

It is agreed that the Employer hereby retains and reserves unto itself, without limitation and without prior negotiations with the Union, all the powers, rights, and authority granted by law or which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer. These rights include, by way of illustration and not by way of limitation, the right to:

1. Establish policies, manage and control the school district, its facilities, equipment, and its operations and to direct its working forces and affairs.
2. Continue its policies and practices of assignment and direction of its personnel determine the number of personnel, and the scheduling of all personnel.
3. Hire all employees and, subject to the provisions of law, determine their qualifications and the conditions of their continued employment or their dismissal, discipline, or demotion and to promote, assign, transfer, and lay off employees, and to reduce or increase work hours and to determine work hours and days. Determine job descriptions following input from employees affected. Determine fitness for continued employment and require physical or mental examinations of employees, including drug and alcohol testing, by Employer-selected licensed physicians and technicians.
4. Determine, with input from the Union, the services, supplies, and equipment necessary to continue its operations and to determine all processes, methods, and means of providing its services and determine schedules and standards of operation, and the institution of new or improved methods.
5. The Employer shall have the right to assign bargaining unit work to non-bargaining unit employees. The Employer may also assign unit work to

students, or persons funded through other programs, and seasonal workers, such as summer help but not in lieu of a vacant position.

6. Establish, modify, or change any work, business, shift, or school hours or days.
7. Determine the number and location or relocation of its facilities and workstations and bus routes.
8. Adopt rules and regulations.
9. Determine the financial policies, including all accounting procedures.
10. Determine the size of the administrative organization, its functions, authority, amount of supervision, and structure of organization.
11. Determine assignment of buses and where buses are parked, stored, and housed, both during and outside work hours.
12. Establish, modify, or change any condition except those covered by the specific provisions of this Agreement.

B - Contract Interpretation

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

C - Limitation on Employer Rights

The exercise of the above powers, rights, and authority by the Employer and the adoption of policies, rules, and regulations shall be limited only by the express terms of this Agreement.

ARTICLE 3 - UNION RIGHTS

A - Use of Buildings and Equipment

1. The Union may use school buildings consistent with Board policy at reasonable hours for meetings, provided a written request is submitted by the Union President or designee and advance approval is received from the Superintendent.
2. Upon request of the Union President or designee, and with prior approval of the Superintendent or his designee, the Union may use office equipment, internet or email at reasonable times when not otherwise in use. The Union will comply with Board prescribed rules pertaining to the use of all school equipment. The Union shall pay for the reasonable cost of equipment use, including the cost of all materials and supplies.
3. The Union may use one Employer bulletin board in the school building and the bus garage for Union business affecting employees in the School District.
4. The Employer shall provide designated mailboxes for each employee.

B - Union Business

Duly authorized representatives of the Union shall be permitted to transact official Union business on school property at reasonable hours, provided that such activities do not occur anytime within the work hours of the employees involved or with prior approval of the Superintendent. Any non-employee representative must check in with the appropriate supervisor or building principal upon arrival. This section shall not preclude the processing of grievances with Employer representatives at mutually agreed upon times.

C - Information

The Employer agrees to furnish to the Union President or designee in response to reasonable requests in writing a copy of public information.

D - Union Dues Deductions

All bargaining unit members, as a condition of employment, must apply and pay for membership into this Union or pay a service fee to the Union in an amount established by the Union. They must sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Union as established by the Union. The Board will accordingly deduct the amounts designated by the Union through biweekly payroll deduction pursuant to the authority set forth in M.C.L.A. 408.477. The Board will deduct such dues and contributions from the first regular paycheck of employees each month beginning in September and ending in June of each year. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the Michigan Education Association (MEA) constitution, bylaws and administrative procedures.

The Board and Union agree that the payroll deduction of membership dues and/or service fees is required as a condition of the collective bargaining agreement. With respect to all sums deducted by the Board pursuant to authorization of the employee, for membership dues, the Board agrees to remit the monies to the Union treasurer along with a list of the names, respective amounts deducted for each bargaining unit member and, if the dues, assessment, contribution and/or service fee was determined wholly or in part by a percentage formula, the wage amount used to calculate the respective dues, assessment, contribution and/or service fee. The Union agrees to advise the Board of all members of the Union in good standing and to furnish any other information needed by the Board to fulfill the provision of this Article.

Bargaining unit members not joining the Union shall pay a Service Fee to the Union as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies and procedures for contesting the level of Service Fee set forth in this policy shall be exclusive, and unless

and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

Upon written authorization from the employee, the Employer shall deduct from the wages/salary of the employee and make appropriate remittance for voluntary contributions to NEA-PAC, MEA-PAC, annuities, credit union, savings bonds, United Fund donations or any other plans or programs jointly approved by the Union and the Employer.

E- Union Days

Each school year, the Union shall be granted two (2) Union days by the District. These days are to be used by any Union member at the discretion of the Union President for Union business. The Union and the Board will work together to schedule days so that substitutes are available.

If more than two (2) days are needed by the Union, such days will be granted with the cost of the substitute being reimbursed to the District by the Union.

ARTICLE 4 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

A - Right to Organize

The Employer hereby agrees that employees shall have the right freely to organize, join, and support the Union for the purpose of engaging in collective bargaining with respect to hours, wages, and terms or conditions of employment.

B - Performance Responsibilities

Employees are required to fully and faithfully perform all responsibilities in an appropriate and satisfactory manner. Failure to do so may result in discharge or discipline.

C - Discipline

All employees are subject to disciplinary action, suspension or discharge for just cause by the Employer.

D - Response to Discipline

Any employee who wishes to respond to a written disciplinary action must do so in writing to the supervisor who issued the discipline within five (5) work days. Such response shall be attached to the file copy of the disciplinary material in question.

E - Representative

An employee may have present a representative of the Union during any meeting which the employee reasonably believes will result in disciplinary action by the Employer. This section shall not apply to evaluation conferences. If representation is desired, no action will be taken until a Union representative is present unless immediate action is necessary.

F - Personnel File

An employee will have the right to review the contents of his personnel file according to law and to have a representative of the Union accompany him in such review.

G - Complaints

No student, parental, or school personnel complaint originating after initial employment will be the basis for discipline or be placed in the employee's personnel file unless the employee has had an opportunity to review the material. The employee 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.

H - Assault

Any case of assault upon an employee shall be promptly reported to the Employer.

I - Student Management/Control

Employees shall assist with the maintenance and control of students. However, all employees shall observe rules respecting punishment of students as established by the Board or required by state law. Employees may only use such physical force with a student as is necessary to protect themselves or others from attack or physical injury, or to prevent damage to District property in accordance with the law.

J - Unsafe Conditions

Employees shall be required to perform all work responsibilities as directed but shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety. Any alleged unsafe conditions or tasks shall be immediately reported to the Superintendent.

K - Equipment

Employees will be given proper safety equipment and instruction in regard to the operation of equipment and the handling and disposal of dangerous substances. Employees will be given adequate and appropriate supplies and equipment to perform their assigned tasks.

L - Supervision

In the event an employee is responsible to more than one supervisor, the primary supervisor shall be designated by the Employer at the beginning of each school year in writing to each employee. The employee shall be notified of any subsequent change.

M - Uniforms

If any employee is required to wear a uniform, the Employer will provide the same. Each cafeteria employee will be provided with a laundered apron daily.

N - Student Information

Any employee required to provide services to a student will have access to information about the student which the employee has a need to know as determined by the Employer. Each employee must maintain the confidentiality of information about students pursuant to the Family Educational Rights and Privacy Act, and other laws and regulations.

O - Medication

Employees may be required to dispense or administer medication to students consistent with law and Board policy. The District will provide training and liability coverage for those assigned this task.

ARTICLE 5 - GRIEVANCE PROCEDURE

A - Definition

A grievance shall be an alleged violation of the express terms of this Agreement. An employee alleging a grievance must orally discuss the grievance with his supervisor within three (3) work days of the occurrence of the condition giving rise to the grievance.

B - Filing

If satisfactory resolution of the grievance is not obtained, the employee must submit a written grievance to his immediate supervisor within seven (7) work days of the occurrence of the condition giving rise to the grievance. Should an employee fail to institute a grievance within the time limits specified, the grievance shall be considered untimely and will not be processed. The written grievance shall be signed by the grievant and shall specifically state:

who is affected; what happened; when it happened; what specific part(s) of the contract is alleged to have been violated; and what specific remedy is requested.

C - Level One

The immediate supervisor shall meet with the grievant and the Union representative not later than ten (10) work days following receipt of the written grievance. The immediate supervisor shall issue his disposition of the grievance in writing within five (5) work days of the meeting.

D - Level Two

If the decision of the immediate supervisor is not considered acceptable or the supervisor has not responded within timelines, the grievant must present the written grievance to the Superintendent of Schools or his designee within five (5) work days of receipt of the decision of the immediate supervisor. The grievant must state the reason(s) why the decision of the immediate supervisor was not considered acceptable. The Superintendent or his designee shall meet with the grievant and a Union representative within fifteen (15) work days from the date of his receipt of the grievance.

The Superintendent or his designee shall issue a decision in writing relative to the grievance within seven (7) work days of the meeting.

E - Level Three

If the decision of the Superintendent is not considered acceptable, the grievant must submit the written grievance to the Secretary of the Board of Education or his designee within five (5) work days of receipt of the decision by the Superintendent. The grievant must state the reason(s) why the decision of the Superintendent was not considered acceptable. The Board of Education or a Board committee, as determined by the Board, shall meet with the grievant, the appropriate administrators, and a Union representative within thirty (30) calendar days from the date of receipt of the grievance. The Board or its designee shall issue a decision in writing relative to the grievance within ten (10) calendar days of the meeting. The Board's disposition on all grievances shall be final.

F - Time Limits

Time limits will be strictly observed and may be extended only by written mutual agreement. Grievances not timely filed may not be processed. Should an employee or the Union fail to appeal a decision within any time limits specified, all further proceedings on a previously instituted grievance will be barred and will be deemed an acceptance of the decision last issued. Should the Employer fail to respond within the time limits specified, the Union may proceed to the next level of the grievance procedure.

G - Employee Consent

The Union shall have no right to initiate a grievance involving the right of an employee without his express approval in writing thereon.

H - Processing

All preparation, filing, presentation, or consideration of grievances shall be held at times mutually acceptable to all parties.

ARTICLE 6 - WORK YEAR, WORK WEEK, WORK DAY

A - Work Year

As used in this Contract, the term “(12) twelve month employee” will mean an employee who is regularly scheduled to work at least forty (40) hours a week, and at least fifty-two (52) weeks per year including paid leave time (Custodial and Maintenance Department employees). The term “all other employees” will mean an employee who is regularly scheduled to work forty (40) hours or less a week, but not less than 178 days per year including all kitchen staff who works a full school year schedule. The actual work year for each employee in the bargaining unit shall be as designated by the Employer. More or fewer days of work may be required as determined by the Employer from time-to-time.

B - Work Week

The work week shall begin at 12:01 a.m. on Monday and consist of Employer designated work days.

C - Work Day

The actual number of hours of work and the schedule of hours for each employee shall be determined by the Employer. Either more or less hours of work may be required by the Employer from time to time. All lunch periods, including those for food service personnel and bus drivers, will be unpaid. Employees, except bus drivers, who work more than five (5) hours per day will have a thirty (30) minute unpaid lunch period. However, some employees may have assignments that preclude duty-free lunch periods and these employees may eat lunch during paid work time while on duty. Those employees working less than five (5) hours per day, including food service personnel, shall not have an unpaid lunch period. (However, notwithstanding the foregoing, those cafeteria personnel who were working as bargaining unit members for the District on or before July 14, 1997 will have a paid lunch period.) The duration and scheduling of unpaid lunch periods and the duration, scheduling and location of paid breaks, if any, shall be determined by the Employer. Unpaid lunch and break time, if any, may not be

banked and used to reduce the employee's regularly assigned work day. Employees will be allowed a fifteen (15) minute paid break for each four (4) hours worked. Secretaries will have a one (1) hour lunch and no breaks.

D - Act of God Days

1. When school is cancelled due to inclement weather or other acts of God, twelve (12) month employees (custodial and maintenance employees) will not report for duty, unless instructed to do so but will be paid. Said employees shall be afforded a two-hour grace period if conditions warrant at the discretion of the Employer.
2. When school is cancelled due to inclement weather or other acts of God, all other employees will not be required to report on such days but will be paid. Employees other than custodial/maintenance will be required to work on any make-up days with no compensation.
3. Employees will receive a minimum of two (2) hours pay for reporting to school if school is cancelled after reporting.
4. The determination to cancel, delay, and/or reschedule any day of work shall be the prerogative of the Employer and shall not be grievable.

ARTICLE 7 - SENIORITY

A - Definition

Seniority will be defined as the length of continuous service within the classification. Accumulation of seniority shall begin from the employee's first working day within their classification. In the event more than one employee has the same starting date, positions on the seniority list shall be determined by a drawing of lots out of a container in the presence of a Union representative or president.

B - Probationary Period

Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work. New employees shall be subject to a probationary period of ninety (90) actual working days of employment. Employees shall not have seniority during their probationary period. Upon successful completion of the probationary period, their names shall be placed on the seniority list by classification as of the first day of work in that classification as a bargaining unit member.

C - Seniority List

For purposes of this Agreement, all employees will be placed in one of the following classifications based on their current assignments.

1. Paraprofessional
2. Custodial/Maintenance
3. Food Service
4. Secretarial/Clerical
5. Bus Drivers

A seniority list will be updated annually, by October 1, signed by the Union president, and posted.

D - Seniority List Postings

The Board shall prepare and enclose a current seniority list of the bargaining unit members of the District with the first payroll check after (60) days of the school year. Such list will include the first date of reporting to work. Within ten (10) school days of

posting of the list, bargaining unit members may file written objections. Thereafter, the list shall be final until the next list comes out.

E - Employee Incapacitation

Any employee who has been incapacitated at his regular work by injury or compensable occupational disease while employed by the Employer may be employed at other work on a job that is operated by the Employer, which employee can do, provided he is qualified and a vacancy is available at no pay reduction.

F - Loss of Seniority

All seniority will be lost by an employee upon termination, resignation, retirement, or transfer to a non-bargaining unit position, or when recall rights terminate. A thirty (30) calendar day window period will be granted to a unit member electing a transfer to a non-bargaining unit position. During that thirty (30) calendar day period, the employee may either remain in the position and lose seniority or return to the unit without loss of seniority. During the thirty (30) day period, the Employer may in its discretion temporarily assign other employees, use substitutes, or fill any positions in accordance with Contract stipulations.

G - Assignment to a Different Bargaining Unit Classification

Seniority in a classification will be frozen when an employee is assigned to a different bargaining unit classification. If an employee returns to a classification, seniority shall continue to accrue. Seniority will be adjusted accordingly.

H - Layoff

Seniority will be frozen during periods of layoff and will begin to accrue once an employee returns from layoff. Seniority will be adjusted accordingly.

I - Leaves

Seniority will continue to accrue during paid leaves or once worker's compensation has been approved per Michigan law. Seniority will be frozen during unpaid leaves and

will begin to accrue once the employee returns to work. Seniority will be adjusted accordingly.

J - Seniority Determination

Determination of seniority pursuant to these provisions will be prospective from the date of first ratification of this Agreement by the Board. All adjusted seniority of employees as of the date of first ratification of this Agreement by the Board will remain as adjusted for time prior to that first ratification.

ARTICLE 8 - LAYOFF AND RECALL

A - Definition

"Layoff" shall be defined as a reduction in work force as determined exclusively by the Employer.

B - Layoff Process

No employee shall be laid off pursuant to a reduction in the work force unless said employee shall have been notified of said layoff at least thirty (30) calendar days prior to the effective date of layoff. In the event of a reduction in work force, the Employer will identify the specific position(s) to be eliminated and shall notify the employee(s) in that position(s). Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to be assigned to a position in their classification(s) as defined in Appendix A for which they are qualified, which is held by a less senior employee in that classification. Whether an employee is qualified, as that term is used in this Article, shall be determined by the Employer and may be determined by the job description (Appendix C). An employee laid off from one classification may use seniority which he has accrued in another classification to be assigned by the Employer to a position held by an employee with less seniority in that classification provided he is determined to be qualified by the Employer. A new employee shall not be employed by the Employer in a classification while there are laid off employees from that classification who are qualified for a vacant or newly-created position in that classification.

C - Voluntary Layoff

Upon mutual written agreement of the employee and the Board, individual seniority rights may be waived for the purpose of accepting a voluntary layoff.

If such an agreement is reached, the following form shall be used:

Individual Agreement

The undersigned hereby agrees to waive his/her seniority for purposes of the Mio-AuSable Schools impending institution of a layoff under the Agreement. This waiver is given, however, without prejudice to the assertion of seniority for all other purposes contained in the Agreement, including recall rights and other contractual privileges or benefits conferred under the Agreement. This waiver pertains solely to the order in which said bargaining unit member might be laid off during the period of this Agreement.

Date _____ Signature _____
Employee

Date _____ Signature _____
Union Representative

Date _____ Signature _____
Employer Representative

D - Reduction in Hours

There will be no reduction in the normal work hours provided for any employee or position without prior notification of the Union. In the event of a reduction in the work hours in a classification, employees with the greater seniority may use same to maintain their normal work schedule by displacing employees with less seniority on the work schedule. In no case shall a reduction of any employee's work hours take effect until fifteen (15) work days after written notice to the affected employee(s) is given by the Employer.

E - Layoff Rights

A laid off employee will be considered for priority status on the substitute list according to his seniority and qualifications at \$.50 per hour above the substitute rate of pay. After working a total of ten (10) work days, laid off employees will be paid at 10% above the current substitute rate. Laid off employees may continue their health, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Employer after the first thirty (30) days of such layoff, during which time all fringe benefits will be continued by the Employer. Laid off employees shall be recalled in order of seniority, with the most senior being recalled first, to any position for which the Board determines they are qualified as determined by the

job description.

F - Recall Process

Notices of recall will be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his current mailing address. A recalled employee shall be given ten (10) work days from receipt of notice, to acknowledge his intent, in writing, to the Board. The Employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the fifteen (15) work day period. Employees recalled to full time work for which they are qualified are obligated to take said work. An employee who declines recall to full time work for which he/she is qualified shall forfeit his/her seniority rights. Employees on layoff shall not accrue seniority during the period of such layoff. Recall rights for seniority employees shall terminate eighteen (18) months after the effective date of layoff.

ARTICLE 9 - VACANCIES, PROMOTIONS & ASSIGNMENTS

A – Vacancy Defined

A vacancy will be defined as a newly created position or a present position that is not filled.

B – Vacancy/New Position

All vacancies/new positions shall be posted in a designated place in each building for the District for a period of seven (7) work days. Copies of postings will be provided to the local Union president or designee at the time of posting. Said posting shall contain the following information:

1. Type of work
2. Location of work
3. Starting date
4. Rate of pay
5. Hours to be worked
6. Classification
7. Minimum requirements
8. Immediate supervisor

C –Vacancy Notification

Interested employees may apply in writing to the Superintendent, or designee, within the seven (7) work day posting period. The Employer shall notify employees of vacancies occurring during the summer months (June, July, August) by sending notice of same to each employee by U.S. mail, to their last known address or by personal delivery.

Applicants from within the bargaining unit shall be given consideration and be interviewed for vacancies, provided they meet the qualifications for the position. Vacancies will be filled with the applicant that the Employer considers to be the most qualified and the most likely to be successful in the position. The decision of the Board will be final and not subject to the grievance procedure.

D – Selection

The Employer will make known its decision as to which applicant has been selected to fill a posted position.

E –Trial Period

In the event of promotion in or transfer from one classification to another, the employee shall be given a thirty (30) work day trial in which to show his/her ability to perform on the new job. The Employer shall give the promoted or transferred employee reasonable assistance to enable him/her to perform up to the Employer's standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period, the employee shall be returned to his/her previous assignment. Bus drivers selecting a new route will have a three (3) day trial period.

F –Bus Driver Vacancies and Assignments

1. Vacancies:

All new or existing routes or runs that become vacant or open during the school year will be filled on a temporary basis by the transportation supervisor for the remainder of that school year if less than sixty (60) calendar days remain. If more than sixty (60) calendar days remain then the position will be posted and filled.

2. Route Bid Meeting:

Each August, at the pre-school meeting called by the supervisor, all routes will be placed up for bid and will be filled on the basis of classification seniority and annual evaluations from among the applicants, subject to approval of the supervisor.

If the Employer determines that routes need to be substantially changed during the school year, a new bid meeting like the August pre-school meeting will be held.

3. Assignment:

The transportation supervisor has the final authority to assign or reassign any driver at any time to a route, run, extra trip, or vehicle other than the one selected by the driver or originally assigned by the supervisor, when the supervisor deems it is in the best interest of the School District to make such a change. Examples of such required changes may be due to the physical nature of the route, characteristics of the vehicle, composition of the student load, or disability accommodation of the driver.

G –Transfer Rights

Employees shall not be placed on a lower step (salary schedule, wage scale) due to involuntary transfers.

H –Involuntary Transfers

The parties agree that involuntary transfers of employees are to be effected only for reasonable and just cause.

I –Temporary Assumption of Duties

Any employee who temporarily assumes the duties of another employee or supervisor will be paid the higher rate of pay for those duties. An employee's pay shall not be reduced as the result of any temporary change in duties. The parties agree that assumption of duties will be preceded by a written authorization from the supervisor when advance notice is available. Should notice be short, the Superintendent will authorize the assumption of duties. When subbing in a higher classification, the employee may be scheduled by the District and/or serve in such a capacity for only the amount of time the employee's services are required in the higher classification, as opposed to the number of hours which the absent employee is regularly, customarily, or actually scheduled to work. The higher wage will be paid only for the time worked when

performing the duties of the substitute in the higher classification. During any time the employee performs his/her regularly assigned duties, he/she will receive his/her regular wage.

J – Substitution

The Employer will determine whether a sub will be needed, who the sub will be, whether from inside or outside the bargaining unit and the number of hours the sub will work. However, presently employed personnel who are qualified and willing to participate in training may be given preference for subbing opportunities as long as no overtime will result and their vacated position can be manned by a qualified replacement. An outside substitute will not work more hours than a regular employee in that classification.

K – Custodial/Maintenance “Shift/Crew Leader”

In the Custodial/Maintenance Department, the Employer may appoint a "shift/crew leader" who is authorized to direct the work activities of other custodians. Such appointment shall be based upon seniority and qualifications and recommendations of the supervisor. Compensation for such appointment will be an extra \$.75 per hour while serving as a shift/crew leader.

L - Position Change

The Superintendent shall determine what, if any, experience credit will be granted and the placement on another wage scale in the event an employee is appointed to another position. Such decision shall not be grievable.

ARTICLE 10 - COMPENSATION

A - Compensation

The basic compensation of each employee shall be as set forth in Appendix A.

B - Overtime

Overtime work, which will be voluntary to the extent feasible but which may be required, will be rotated through the classification beginning with the most senior employee. Assigning overtime, or not replacing absent employees will be discretionary with the Employer. The following conditions shall apply to all overtime work:

1. Time and one-half will be paid for all hours worked over forty (40) hours in one (1) week. This includes food service personnel.
2. Double time will be paid for all hours worked on holidays designated in Article 14.
3. Paid leave shall not count toward hours worked.
4. Compensatory time off may be given if mutually agreeable to the Employer and the bargaining unit member.
5. When working an overtime assignment due to the school being used for an extracurricular activity, or by an authorized non-school group, the custodian(s) shall perform those tasks as assigned by the supervisor.
6. Overtime will be scheduled no later than Thursday of the week in which it is to be implemented except in the case of an emergency.

C - Mileage

An employee required to use his own personal vehicle in the course of his job will be reimbursed at the current IRS rate for mileage.

D - Meetings

Employees may be required to attend meetings outside regular work hours. Employees required to attend such meetings will be compensated at their regular wage rate (regular wage rate for bus drivers is the show-up rate). Required meetings will be so specified, otherwise they will be considered voluntary.

E - Shift Premium

Custodial/maintenance employees will receive a shift premium of an additional three percent (3%) for second shift and an additional six percent (6%) for third shift. This will not be paid for authorized 10-hour days in a 40-hour week.

F - Call-In Pay

Employees called into work shall receive a minimum of two (2) hours pay at their regular rate.

G - Method of Compensation

All bargaining unit employee compensation will be paid over twenty-one (21) or twenty-six (26) bi-weekly pays, at the employee's option (except custodians must be paid over 26 pays). At the beginning of the employee work year, wages will be calculated on an annualized basis determined from the employee's base rate of pay, then divided by 21 or 26 pays. Overtime, extra trips, or other supplemental pay for a given payroll period will be paid in that payroll period.

H - 10-Hour Days/40-Hour Weeks & Holidays

If a paid holiday occurs simultaneously with what would have been a 10-hour work day, then the employee(s) authorized to work 10-hour days/40-hour weeks will only receive 8 hours of holiday pay, not 10. Further, such employee must still put in 32 hours in a week when there is a paid 8-hour holiday.

I - Building Check Pay

Custodial/maintenance employees required to perform building checks will be paid for one hour at one and one-half (1½) times the regular day pay rate plus mileage reimbursement for each building check.

J - Work for Outside Groups

Extra employee work time (beyond the employee's regular work time), rotated according to seniority, which results from non-employer groups using school facilities will be paid at one and one-half (1½) times the employee's regular pay rate for that work.

This shall also apply to extra hours worked by food service employees when internal District groups use school facilities and require food service as approved by the Employer.

K - Reimbursement for Medical Examinations

Any employee who is required by the Employer to take a medical exam will be reimbursed for the actual cost of the exam. The exam must be performed by a doctor of medicine or a doctor of osteopathy selected by the Employer. The Board will pay up to the Board approved doctor rate or employee is responsible to make up any difference for use of personal physician.

L - Reimbursement for Finger Printing

The Employer will be responsible for payment of finger printing fees required as a condition of employment.

M - Individual Contracts

Compensation for doing bargaining unit work pursuant to any individual contract between the Employer and an employee shall be consistent with the compensation rates specified in this Agreement or as agreed otherwise between the Employer and Union. However, this shall not apply to work which is contracted out to anyone, including an employee, or to services volunteered by an employee. This also shall not apply to the following substitute work performed by an employee from a different classification (i.e., driver subbing for custodian; custodian subbing for driver; cook or kitchen helper subbing for paraprofessional; paraprofessional subbing for cook or kitchen helper; paraprofessional subbing for custodian; custodian subbing for paraprofessional; driver subbing for paraprofessional; paraprofessional subbing for driver).

N - Reimbursement Requests

Requests for reimbursement of expenses incurred by employees (for example, for meals, tolls, parking fees, lodging, etc.) must be turned in within ten (10) work days of when incurred.

ARTICLE 11 - INSURANCE

A - Insurance

Effective upon proper enrollment with the carrier, all custodial/maintenance and all secretaries working 40 hours per week, and those employees who have reached fifteen (15) or more years of employment in the District from their date of permanent hire and are currently working at least 35 hours per week will be eligible for MESSA PAK A insurance for a full twelve (12) months with the Employer paying the full insurance premium for the 2010-2011 fiscal year. For subsequent fiscal years the District will pay for 70% of any composite rate increase and the employee will contribute 30% of any composite rate increase each year through a Section 125 payroll deduction. In the alternative to PAK A, at the employee's option or for those employees not eligible for PAK A, the employee may elect PAK B with the monthly premium fully paid by the Employer.

All other employees working a position scheduled at least thirty (30) hours per week and at least one hundred seventy eight (178) days per year, including kitchen staff who work a full school year schedule, will be eligible for MESSA PAK A insurance for a full twelve months with the Employer contributing 50% and the employee contributing 50% of the monthly premium through payroll deduction. In the alternative to PAK A, at the employee's option or for those not eligible for PAK A, the employee may elect PAK B with the monthly premium fully paid by the Employer.

The PAK A plan benefits will consist of the following:

- Health Plan: MESSA Choices II
- IN Deductible: \$100/\$200
- OON Deductible: \$200/\$400
- OV/UC/ER Copay: \$10/\$25/\$50
- *RX Copay: \$10/\$20
- Dental: 80/80/80/\$1000
- Vision: VSP2 Silver
- Life: \$20,000
- AD&D: \$20,000
- LTD: 66 2/3%, MAX \$4,000
- Adult Immunization Rider

* Employees that exceed \$400 in prescription copays during a fiscal year (July 1 – June 30) will be reimbursed for the amount over \$400 at \$5 for a generic drug or \$15 for a 90 day supply and \$15 for a name brand drug or \$35 for a 90

day supply. Payments for reimbursement shall be annually. Proper documentation must be submitted to the central office no later than July 15. Payment will be made by August 31.

The PAK B plan benefits will consist of the following:

Dental: 100/90/90/\$1,500
Vision: VSP 3 Plus Platinum
Life: \$25,000
AD&D: \$25,000
LTD: 66 2/3%, MAX \$4,000

Annuity: For eligible employees not selecting PAK A benefits, the Employer shall provide \$1,000 to be spent on any 403b program with District-approved vendors.

B - Insurance for Less Than Thirty-Hour Employees

Employees who work less than thirty (30) hours per week can participate in the above MESSA PAK A or PAK B insurance plans at their own expense on a payroll deduction basis and subject to any and all limitations or restrictions of the applicable policy or program.

C - Enrollment

It shall be the responsibility of the eligible employee to properly enroll in programs available and make notification of any change in status in a timely fashion. All benefits are subject to policy, plan, or program terms and conditions.

D - Termination of Benefits

If an employee terminates employment or goes on layoff or an unpaid leave, except under the FMLA, the Employer's contribution toward insurance benefits will cease at the end of the last month worked.

E - Continuation of Coverage

An employee on unpaid leave or layoff shall have the option of continuing insurance coverage, subject to terms and conditions of the carrier, by making cash payments to the District through COBRA.

F - Double Coverage

Employees receiving generally comparable insurance coverage through a spouse shall not be eligible for insurance coverage provided by the District. There shall be no double coverage.

G – Insurance for Employees on Unpaid Leave

Employees who are on unpaid leave during a month will be responsible for a pro-rated portion of the District's monthly contribution for their insurance premium based on the number of days on unpaid leave divided by 20 (the average number of work days per month) as well as their own monthly contribution through payroll deduction, except to the extent that the employee is eligible for paid insurance while on FMLA leave. For example, an employee who is on unpaid leave for ten (10) days in a month (which is not FMLA leave) will be responsible for 50% of the District's monthly contribution for his/her insurance premium as well as his/her own monthly contribution. Failure to reimburse the District for this amount will result in termination of insurance benefits.

ARTICLE 12 - EVALUATION

A - Evaluation

Employees will be evaluated yearly. Employees can be expected to be evaluated by their immediate supervisor or designee with input from others on all relevant aspects of their employment including job descriptions (Appendix C). If a supervisor believes an employee is doing unacceptable work, the reason(s) shall be stated in the evaluation, as well as suggestions for improvement. Each formal evaluation shall contain the following statement: "The work performance of this employee is _____ satisfactory, _____ deficient in some area(s), _____ unsatisfactory [check one]."

B - Response

Following each formal evaluation, which shall include a conference with the evaluator, the employee shall sign and be given a copy of the evaluation report prepared by the evaluator. The employee's signature shall not be construed to mean that he necessarily agrees with the contents of the evaluation. An employee may submit additional comments to the written evaluation if he so desires within ten (10) days. All written evaluations are to be placed in the employee's personnel file.

C - Termination

If an employee is not continued in employment, the Employer will advise the employee of the reason(s) therefore in writing.

ARTICLE 13 - VACATION FOR EMPLOYEES

A - Eligibility

After completion of one (1) year of employment as a bargaining unit member, twelve (12) month custodial/maintenance employees will be eligible for vacation days according to the following schedule:

- 1 week after the first full year of employment
- 2 weeks after 2 full years of employment
- 3 weeks after 8 full years of employment
- 4 weeks after 15 full years of employment

Vacation days shall not be considered to be earned on a per diem basis, but rather as an aggregate of one, two, or three weeks after the completion of full work year(s). Vacation time will not accrue during periods of unpaid leave.

B - Approval

Vacation schedules must be approved in writing in advance by the employee's supervisor. Use of vacation time may be permitted, per supervisor approval, and availability of substitutes during Christmas or Spring Break.

C - Rate

Employees will be paid for vacation time at their regular rate of pay.

D - Forfeiture

Vacation time not taken during the year following the anniversary date of earning the vacation time will be accumulative up to 50% of days earned annually. Upon termination of employment, an employee shall lose unused vacation time.

ARTICLE 14 - HOLIDAYS FOR TWELVE MONTH EMPLOYEES

A - Holidays

Twelve (12) month maintenance and custodial employees shall be paid for the following holidays:

1. Fourth of July
2. Labor Day
3. Thanksgiving Day
4. Friday after Thanksgiving Day
5. Christmas Day
6. New Year's Day
7. Memorial Day

[Note: Any past practice of releasing bargaining unit employees on Good Friday early with no loss of pay will only continue if students are released early. If school is in session a full day, employees will work their regular hours without release time or extra compensation.]

B - Conditions

Holiday pay is subject to the following provisions:

1. The employee is a permanent employee as of the date of the holiday.
2. The employee must have worked the last scheduled work day prior to the holiday and the next scheduled work day after such holiday within the employee's scheduled work week or have been on approved paid leave.
3. An employee eligible under the above provisions will receive his regular daily rate for said holiday.
4. An employee who is required to work on any of the designated holidays will receive an amount not greater than double time for hours worked on said holiday.
5. When a holiday falls on a Saturday or Sunday or on a day when student instruction is scheduled, the Board shall have the right to observe the holiday on the preceding Friday, on the following Monday, or on another day when student instruction is not scheduled.

ARTICLE 15 - LEAVES

A - Sick Leave

1. Paraprofessional employees, clerks, food service employees, and transportation employees will be granted one (1) day per month (maximum nine (9) days per year); Secretarial employees will be granted one (1) day per month (maximum ten (10) days per year); and custodial/maintenance employees will be granted one (1) day per month (maximum twelve (12) days per year) of sick leave at the beginning of the employee's work year. Unused sick leave shall be accumulative to one-hundred twenty (120) days. Any employee will only be credited with sick leave equivalent to the number of hours worked per day. The Employer shall furnish each employee with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for that employee.
2. At the beginning of the contract year, the employee will have the current year's allowance available regardless of the number of days accumulated, provided the employee reports for work. However, if an employee terminates employment before the days used would have been earned, the amount for those days used in excess will be deducted from the employee's last paycheck. At the end of the year, unused days from the allowance will be credited to accumulated unused sick leave.
3. Upon retirement from the Mio AuSable Schools under the provisions of the Michigan Public Schools Retirement Plan, or death, after ten (10) years of employment in the District the employee will be paid one-half of unused accumulated sick leave up to one-hundred twenty (120) days at his current per diem rate of pay.

B - Worker's Compensation

Worker's compensation will be the exclusive remedy for any work-related injury or disability, provided worker's compensation is applicable. All injuries which occur while

on duty are to be reported per Michigan law. An employee on worker's compensation will be deemed to be on an unpaid leave of absence.

C –Personal Illness or Disability

1. The employee may use all or any portion of his/her leave to recover from his/her own illness or disability, which shall include all disabilities caused or contributed to by pregnancy.
2. Employees may donate their sick day(s) to another School employee who has exhausted their leave balance.

D – Illness in the Immediate Family

The employee may utilize days for the illness of a member of his/her immediate family.

E –Notification

The employee must notify the District prior to the first day of his absence if possible. Critical illness shall be defined as illness, which the attending physician considers sufficiently serious to require the immediate family's presence at the bedside. Exceptions may be granted with approval of the Superintendent.

F –Immediate Family Definition

For purpose of this Article, immediate family shall be defined as:

1. Husband, wife, children, any member (including foster children) of the same home, grandchildren,
2. Father, spouse's father, mother, spouse's mother, step-mother, step-father, foster parents, grandparents, and spouse's grandparents.
3. Sisters, brothers, step-sisters, step-brothers, aunt, uncle, nephew niece, brother-in-law and sister-in-law.

G – Leave

An employee who is unable to work because of personal illness or disability and

who has exhausted all sick leave available may, at the discretion of the Superintendent and upon application, be granted a leave of absence without pay for the duration of such illness or disability, up to one year. The leave may be renewed each year upon written request of the Employee.

H –Other Paid Leaves Not Charged to Sick Leave

1. Personal Business

At the beginning of every school year, custodial/maintenance and secretaries shall be credited three (3) days to be used for the employee's personal business. All other employees shall be credited with (2) two days to be used for the employee's personal business. An employee planning to use a personal business day or days shall notify his supervisor at least one (1) day in advance.

2. Judicial Leave

Any employee called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter shall be paid his/her full compensation for such time. Any money received (excluding mileage and expenses) for jury duty or other legal obligations during work time must be returned (paid) to the School.

3. Bereavement:

The Employee shall be granted a maximum of three (3) days paid leave per death in immediate family unless additional days are approved by the Superintendent. Leave granted for deaths outside the immediate family as defined must be approved by the Superintendent or designee on an individual basis.

4. In-Service:

A leave of absence with pay, not charged against the employee's sick leave, may be granted for in-service activities, attending conferences, conventions, workshops, and seminars when such attendance is approved by the Board.

I -Leave of Absence Without Pay or Fringe Benefits

Leave of absence without pay or benefits for up to one (1) year in duration may, with approval of the Board of Education, be granted to employees upon written request. Requests for leaves of absence shall include the reason for the leave, along with notification of the beginning and ending dates of the leave.

1. Return from Leave

An employee returning from a leave of absence shall be reinstated to the same position he/she had when the leave began unless change is mutually acceptable to employee and Employer. At least five (5) working days prior to the date a leave is scheduled to expire, the employee shall notify the Employer of his/her intent to return to work.

2. Extensions

An extension past the one (1) year may be granted by the Board, upon written request of the employee. The request shall include reasons for the extension and the anticipated date of return.

3. Unpaid Leaves

A. An unpaid military leave of absence shall be granted upon application for up to two (2) years for any employee who shall be inducted for military duty in any branch of the Armed Forces of the United States.

B. An unpaid leave of absence may be granted upon application for up to one (1) year for the purpose of serving as an officer of the Union or an officer or intern or staff member in its state or national affiliate.

C. A leave of absence without pay not to exceed one (1) year may be granted to any employee upon application for the purpose of campaigning for or serving in public office.

4. Parental/Child Care

An unpaid leave of absence shall be granted to any employee for the purpose of child care. The leave shall be for a period not to exceed one (1) year. Parental child care requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child when applicable. The Board may require a doctor's slip authorizing the return to work. The employee shall receive negotiated health benefits provided for under this Agreement for the period of the leave provided that the employee pays all premiums excluding FMLA during such period.

5. Family and Medical Leave Act

Family and medical leave will be in accordance with the Family and Medical Leave Act of 1993. Except that the employer will not utilize FMLA leave concurrently with an employee selected paid leave. Employees have the right to exhaust accrued paid sick leave and/or personal leave prior to accessing FMLA. Any additional leave time necessary after exhaustion of paid leaves will be considered unpaid FMLA leave for up to twelve (12) weeks/sixty (60) days.

6. Definitions

For the purposes of this provision, a child is defined as the biological, adopted, or foster child, or step child, legal ward, or child of a person standing in loco parentis. A family member is defined as a child, spouse, parent, parent-in-law, stepparent or grandparent.

ARTICLE 16 - NO STRIKE

The Union and each individual employee agree that they will not direct, instigate, participate in, encourage, or support any strike or withholding of services against the Employer by any employee or group of employees.

ARTICLE 17 - NEGOTIATIONS PROCEDURE

A - Commencement

Negotiations between the parties on a successor Agreement shall begin at least sixty (60) days prior to the expiration of the Contract term.

B - Teams

Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

C - Agreement

There will be two signed copies of any final Agreement. One copy shall be retained by the Employer and one by the Union. Copies of this Agreement shall be printed by the Union with the cost of paper borne by the Employer within thirty (30) days after the Agreement is signed and presented to all bargaining unit members now employed or hereafter employed by the Employer.

D - Discussion of Contract Issues

By mutual agreement, representatives of the Employer and Union may meet to discuss contract issues which may arise.

E - Policy Notification

Employees affected by a new or revised policy will be notified.

ARTICLE 18 - EXTENT OF AGREEMENT

A - Complete Agreement

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto, which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment hereto.

B - Severability

Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, said provision shall not be deemed valid except to the extent permitted by law, but all other provisions shall remain in full force and effect.

C - Practices

This Agreement will supersede any rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms. All rules, regulations, and practices of the Employer which are not contrary to the provisions of this Agreement shall remain in full force and effect.

ARTICLE 19 - BUS DRIVER PROVISIONS

A - Distribution of Extra Bus Trips

1. Extra bus trips are defined as those bus trips not normally scheduled on a daily basis, e.g., field trips, sports activities, etc.
2. All drivers interested in taking extra bus trips shall sign up on an extra bus trip list in order of seniority at the August bid meeting (or if hired during the year at the time of hire). All drivers on the extra trip list are expected to take extra trips during that year (including summer extra trips). Exceptions may be granted only by the supervisor for extenuating circumstances, however, any trip assignment excused by the supervisor will be charged as a trip taken for the excused driver. A driver who needs to request to be excused from an extra trip assignment must let the transportation supervisor know immediately following the posting of the extra trip assignment. That trip will then be reassigned in order of rotation on the extra trip list.
3. On the designated day near the end of each month, extra bus trips which are scheduled will be posted for the next month. The transportation supervisor shall assign such extra trips to the driver next on the list in continuous rotation through the list. If additional extra bus trips are posted during the next month, the transportation supervisor shall continue to assign such trips in order of rotation on the trip list. When extra trips are scheduled for and accepted by a bus driver, the transportation supervisor may obtain a substitute driver for any regularly scheduled runs which the driver may miss because of time conflicts.
4. Notwithstanding the foregoing, the Employer reserves the right not to assign an extra bus trip to a driver who would become eligible for overtime pay. If a driver is denied an extra trip for this reason, the driver will still be eligible for the next trip which would not require overtime.

5. In the event that all of the bus drivers on the extra trip list refuse the extra bus trip(s), the Employer may require the lowest classification seniority bus driver(s) on the extra trip list to take the extra bus trip(s).
6. When there are not enough bus drivers on the bus trip list to meet the needs of the Employer, the Employer may then require the lowest classification seniority driver(s), whether on the extra trip list or not, to take the next bus trip(s) or may use substitute drivers in the Employer's discretion.

B - Breakdown Time

When a bus driver must wait on his run because of a bus breakdown, being stuck, or a similar reason, he will be paid at the show-up hourly pay rate per hour in addition to his amount for the regular run for the time required beyond that for which he is already compensated. Any down time while at work due to a weather delay will be paid at the show-up hourly pay rate.

C - Driving Requirements

Bus drivers must pass all required exams and be fully licensed to meet all school bus driver requirements. The Employer will reimburse drivers for all required exams after they have been hired. Drivers will be reimbursed the full cost upon evidence of renewal of the 4-year CDL (commercial driver's license).

D - Physicals, Drug and Alcohol Testing

All bus drivers shall be required to submit to and pass all physical examinations required by state or federal laws, including drug and alcohol testing required pursuant to the Omnibus Transportation Employee Testing Act of 1991, 45 USC 431 (the "Act"), and its implementing regulations. The Board will develop and implement a written testing policy in accordance with the standards and criteria contained in the implementing regulations of the Act.

The District will provide upon request a copy of its policies and administrative procedures relating to the Act. The District will also in-service drivers annually on drug and alcohol testing.

Drivers undergoing testing as required by the Act will be paid the show-up pay rate per hour for actual time of testing and travel to and from the testing site provided they are not otherwise scheduled to work for the District during the testing time.

If drug testing occurs during the time the driver is scheduled to perform other work for the District, the driver will not receive the show-up pay per hour rate and will receive only the rate of pay for the other employment with the District. If a driver is detained at the test site and as a result misses his/her normal run or assigned field trip, the District will compensate the driver his/her regular or field trip rate of pay, but the driver will not receive the show-up per hour compensation during the testing time.

E - Bus Routes

No changes of stops or in direction of routing shall be made by anyone other than the transportation supervisor once the route has been established. A driver may request a change in routing, in writing, to the transportation supervisor, who is to reply to said request within five (5) working days of receipt of such a request. The request is to state the old route, the new route requested, and reasons for the change. When students move out of or into the District, stops will be added or dropped to accommodate these students, and the transportation supervisor is to be notified in advance, in writing, of such proposed change of stops and the reason for such change.

F - Vehicle Maintenance

Each driver is responsible for maintaining the vehicle to which he is assigned in a clean and orderly condition (i.e., sweeping, washing, etc.). Pre-trip and post-trip inspections and/or cleaning of the assigned bus are expected of each driver prior to and following regular runs or extra trips. Any problem with a bus must be reported in writing to the transportation supervisor immediately. The supervisor shall determine the inspection and/or cleaning requirements.

G - Route Description

It shall be the responsibility of every driver to submit to the supervisor an accurate written description consistent with the transportation supervisor's instructions describing the specific route(s) his respective bus(es) covers within two (2) weeks after the start of the school year. Descriptions must indicate the approximate location and time of pick-ups and/or drop offs. Included in the description must be the names, addresses, and phone numbers of every student that is transported who has returned his permission slip.

H - Transporting by Other Than Bus

Nothing shall preclude the transportation of students by individuals other than bus drivers in private vehicles or a school van when determined appropriate by the Employer.

ARTICLE 20 - MISCELLANEOUS

A - Absence

Any employee who is unable to report for work must notify the appropriate supervisor as soon as possible so that a substitute can be obtained or other arrangements can be made.

B - Resignation

Any employee who resigns from employment shall give at least two (2) weeks' written notice to the employee's supervisor.

C - Americans with Disabilities Act

Nothing in this Agreement shall prevent the Employer from complying with the requirements of the Americans with Disabilities Act, including making reasonable accommodations for employees with disabilities. In making reasonable accommodations for employees with qualifying disabilities, such accommodations shall not only be reasonable, but shall not create an undue burden (financially, operationally, shifting of work to other employees, reducing expected work accomplishments to an unacceptable/unproductive level, etc.) for the Employer.

ARTICLE 21 - DURATION OF AGREEMENT

This Agreement shall be effective as of August 24, 2010 (except the wage rate increases which shall be retroactive to July 1, 2010 and insurance changes which shall be effective October 1, 2010) and shall continue in effect until the 30th day of June, 2013.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representatives on this September 13, 2010.

FOR THE EMPLOYER:

Paul A. Calf
Board President

Kyu Wright
Board Secretary

Darryl Wood
Superintendent

FOR THE UNION:

Arlene D. Glenn
ESP President

Sue Bratton
ESP Chief Negotiator

Rob Hanson

APPENDIX A
WAGES

This Schedule sets forth wage rates for all employees according to the following departments and classifications.

I. Paraprofessional Department

A.

Parapro/Level I	Rate	-	\$ 0.25	\$ 0.25
	2009-2010	2010-2011	2011-2012	2012-2013
Beginning	\$ 9.27	\$ 9.44	\$ 9.69	\$ 9.94
After 90 Days	\$ 10.97	\$ 11.11	\$ 11.36	\$ 11.61
After 180 Days	\$ 11.55	\$ 11.69	\$ 11.94	\$ 12.19
After 360 Days	\$ 12.11	\$ 12.31	\$ 12.56	\$ 12.81
Longevity 10 YR	\$ 0.30	\$ 12.61	\$ 12.86	\$ 13.11
Longevity 15 YR	\$ 0.35	\$ 12.66	\$ 12.91	\$ 13.16
Longevity 20 YR	\$ 0.45	\$ 12.76	\$ 13.01	\$ 13.26

B.

Parapro/Level II	Rate	-	\$ 0.25	\$ 0.25
	2009-2010	2010-2011	2011-2012	2012-2013
Beginning	\$ 10.97	\$ 11.29	\$ 11.54	\$ 11.79
After 90 Days	\$ 12.11	\$ 12.41	\$ 12.66	\$ 12.91
After 180 Days	\$ 12.68	\$ 12.93	\$ 13.18	\$ 13.43
After 360 Days	\$ 13.55	\$ 13.75	\$ 14.00	\$ 14.25
Longevity 10 YR	\$ 0.30	\$ 14.05	\$ 14.30	\$ 14.55
Longevity 15 YR	\$ 0.35	\$ 14.10	\$ 14.35	\$ 14.60
Longevity 20 YR	\$ 0.45	\$ 14.20	\$ 14.45	\$ 14.70

*Note: Level I: Instructional/Non-instructional (security, playground, parking lot, cafeteria, Title I/At-Risk, Special Education, detention/in-school suspension).

Level II: Technical/Instructional: (computer, media)

II. Clerical/Secretarial Department.

A.

Clerical	Rate	-	\$ 0.25	\$ 0.25
	2009-2010	2010-2011	2011-2012	2012-2013
Beginning	\$ 9.27	\$ 9.44	\$ 9.69	\$ 9.94
After 90 Days	\$ 10.97	\$ 11.11	\$ 11.36	\$ 11.61
After 180 Days	\$ 11.55	\$ 11.69	\$ 11.94	\$ 12.19
After 360 Days	\$ 12.11	\$ 12.31	\$ 12.56	\$ 12.81
Longevity 10 YR	\$ 0.30	\$ 12.61	\$ 12.86	\$ 13.11
Longevity 15 YR	\$ 0.35	\$ 12.66	\$ 12.91	\$ 13.16
Longevity 20 YR	\$ 0.45	\$ 12.76	\$ 13.01	\$ 13.26

B.

Secretaries	Rate	-	\$ 0.25	\$ 0.25
	2009-2010	2010-2011	2011-2012	2012-2013
Beginning	\$ 11.27	\$ 11.53	\$ 11.78	\$ 12.03
After 90 Days	\$ 12.68	\$ 12.95	\$ 13.20	\$ 13.45
After 180 Days	\$ 13.25	\$ 13.49	\$ 13.74	\$ 13.99
After 360 Days	\$ 14.79	\$ 14.99	\$ 15.24	\$ 15.49
Longevity 10 YR	\$ 0.30	\$ 15.29	\$ 15.54	\$ 15.79
Longevity 15 YR	\$ 0.35	\$ 15.34	\$ 15.59	\$ 15.84
Longevity 20 YR	\$ 0.45	\$ 15.44	\$ 15.69	\$ 15.94

III. Cafeteria Personnel Department**A.**

Head Cook	Rate	-	\$ 0.25	\$ 0.25
	2009-2010	2010-2011	2011-2012	2012-2013
Beginning	\$ 11.44	\$ 12.00	\$ 12.25	\$ 12.50
After 90 Days	\$ 11.55	\$ 12.25	\$ 12.50	\$ 12.75
After 180 Days	\$ 11.66	\$ 12.50	\$ 12.75	\$ 13.00
After 360 Days	\$ 12.11	\$ 13.00	\$ 13.25	\$ 13.50
Longevity 10 YR	\$ 0.30	\$ 13.30	\$ 13.55	\$ 13.80
Longevity 15 YR	\$ 0.35	\$ 13.35	\$ 13.60	\$ 13.85
Longevity 20 YR	\$ 0.45	\$ 13.45	\$ 13.70	\$ 13.95

B.

Cook	Rate	-	\$ 0.25	\$ 0.25
	2009-2010	2010-2011	2011-2012	2012-2013
Beginning	\$ 10.14	\$ 10.95	\$ 11.20	\$ 11.45
After 90 Days	\$ 10.58	\$ 11.05	\$ 11.30	\$ 11.55
After 180 Days	\$ 10.87	\$ 11.20	\$ 11.45	\$ 11.70
After 360 Days	\$ 11.38	\$ 11.85	\$ 12.10	\$ 12.35
Longevity 10 YR	\$ 0.30	\$ 12.15	\$ 12.40	\$ 12.65
Longevity 15 YR	\$ 0.35	\$ 12.20	\$ 12.45	\$ 12.70
Longevity 20 YR	\$ 0.45	\$ 12.30	\$ 12.55	\$ 12.80

C.

Kitchen Helper	Rate	-	\$ 0.25	\$ 0.25
	2009-2010	2010-2011	2011-2012	2012-2013
Beginning	\$ 8.13	\$ 9.80	\$ 10.05	\$ 10.30
After 90 Days	\$ 8.71	\$ 10.00	\$ 10.25	\$ 10.50
After 180 Days	\$ 9.40	\$ 10.25	\$ 10.50	\$ 10.75
After 360 Days	\$ 10.13	\$ 10.75	\$ 11.00	\$ 11.25
Longevity 10 YR	\$ 0.30	\$ 11.05	\$ 11.30	\$ 11.55
Longevity 15 YR	\$ 0.35	\$ 11.10	\$ 11.35	\$ 11.60
Longevity 20 YR	\$ 0.45	\$ 11.20	\$ 11.45	\$ 11.70

D.

Food Service Asst	Rate	\$ -	\$ 0.25	\$ 0.25
	2009-2010	2010-2011	2011-2012	2012-2013
Beginning	*	\$ 9.80	\$ 10.05	\$ 10.30
After 90 Days	*	\$ 10.00	\$ 10.25	\$ 10.50
After 180 Days	*	\$ 10.25	\$ 10.50	\$ 10.75
After 360 Days	*	\$ 10.75	\$ 11.00	\$ 11.25
Longevity 10 YR	\$ 0.30	\$ 11.05	\$ 11.30	\$ 11.55
Longevity 15 YR	\$ 0.35	\$ 11.10	\$ 11.35	\$ 11.60
Longevity 20 YR	\$ 0.45	\$ 11.20	\$ 11.45	\$ 11.70

IV. Custodial/Maintenance Department

Custodial	Rate	-	\$ 0.25	\$ 0.25
	2009-2010	2010-2011	2011-2012	2012-2013
Beginning	\$ 11.27	\$ 11.53	\$ 11.78	\$ 12.03
After 90 Days	\$ 12.68	\$ 12.95	\$ 13.20	\$ 13.45
After 180 Days	\$ 13.25	\$ 13.49	\$ 13.74	\$ 13.99
After 360 Days	\$ 14.79	\$ 14.99	\$ 15.24	\$ 15.49
Longevity 10 YR	\$ 0.30	\$ 15.29	\$ 15.54	\$ 15.79
Longevity 15 YR	\$ 0.35	\$ 15.34	\$ 15.59	\$ 15.84
Longevity 20 YR	\$ 0.45	\$ 15.44	\$ 15.69	\$ 15.94

It is the Board's intent to provide uniforms for custodians under the current contract language of Article 4. EMPLOYEE RIGHTS AND RESPONSIBILITIES, M-Uniforms as determined appropriate by the Board.

V. Transportation Department

Bus Driver	Rate	\$ -	\$ 0.25	\$ 0.25
	2009-2010	2010-2011	2011-2012	2012-2013
Beginning	\$ 15.50	\$ 15.50	\$ 15.75	\$ 16.00
After 90 Days	\$ 16.75	\$ 16.75	\$ 17.00	\$ 17.25
After 180 Days	\$ 17.50	\$ 17.50	\$ 17.75	\$ 18.00
After 360 Days	\$ 18.00	\$ 18.00	\$ 18.25	\$ 18.50
Longevity 10 YR	\$ 0.30	\$ 18.30	\$ 18.55	\$ 18.80
Longevity 15 YR	\$ 0.35	\$ 18.35	\$ 18.60	\$ 18.85
Longevity 20 YR	\$ 0.45	\$ 18.45	\$ 18.70	\$ 18.95

* Daily route includes ½ hour for pre- and post-trip inspections of bus for a.m. and ½ hour for pre- and post-trip inspections of bus p.m. runs.

** Daily hours for MPERS reporting purposes will be determined and/or validated by supervisor.

Extra Trips: Per hour driving time and non-driving/down time: limited to 16 hours per day, exclusive of meal times \$11.25; logged time subject to supervisor approval. Bus driver must stay at destination site with bus. If a second driver is assigned on a bus, the sitting time is \$11.25.

Bus drivers taking extra trips, who miss either or both the a.m. or p.m. regular run, will receive their regular run pay plus the extra trip pay.

The extra trip includes ½ hour for pre- and post-trip inspections of bus at the \$11.25 rate.

Meals: Limited to one (1) for each four (4) hours, not to exceed three (3) in twenty-four (24) hours -- reimbursement for actual expense up to \$10.00 per dinner; \$7.85 per lunch or breakfast.

Bus Wash: With supervisor's prior approval:

<u>Inside</u>	<u>Outside</u>
\$8.50	\$7.50

Show-up Pay: Two (2) hours minimum (only if no base pay involved - for example, on a waived snow day), subject to supervisor's approval and subject to having been at the bus garage at the time the route is scheduled to begin and then school is cancelled: \$10.00/hr. (Must work two (2) hours). The show-up hourly pay rate is also paid for garage work, training/schooling, testing, and new drivers learning routes.

Discipline Conference - Student:

If more than ½ hour with supervisor approval; \$10.00/hr.

If between 15-30 minutes, with supervisor approval: \$5.85/session.

VI. Substitute Wages

A long term substitute receives a 10% pay improvement over the daily substitute rate after ten (10) working days in the same position.

VII. Longevity

Longevity shall be paid to employee as follows:

After 10 consecutive years	A total of Thirty (30) cents per hour
After 15 consecutive years	A total of Thirty-five (35) cents per hour
After 20 consecutive years	A total of Forty-five (45) cents per hour

The thirty (30), thirty-five (35) and forty-five (45) cents per hour increase will be in addition to the employee's hourly base rate at that time. The longevity payment will begin with the employee's first pay of the new school year of the employee's anniversary date.

VIII. Wage Table Exceptions

Base wages for the following employees will be separate from the wage tables in the sections above. Longevity will be calculated in the same manner described in Section VII.

Employee	2010-2011	2011-2012	2012-2013
Sue Bratton	15.24	15.49	15.74
Jackie Kaufman	15.44	15.69	15.94
Cherri Karnath	19.05	19.30	19.55

APPENDIX B
GRIEVANCE REPORT FORM
ESP UNIT

Grievance # _____

Mio AuSable Schools

Distribution of Form

1. Superintendent
2. Supervisor
3. Union
4. Grievant

Submit to Supervisor in Duplicate

Date Received by Supervisor: _____

LEVEL I

A. Date Cause of Grievance Occurred: _____

B. (If additional space is needed, attach an additional sheet).

1. Article/Section Violated: _____

2. Statement of Grievance: _____

3. Relief Sought: _____

Signature of Grievant

Date

C. Disposition of Supervisor: _____

Signature

Date

D. Position of Grievant: _____

Signature

Date

E. Position of Union: _____

Signature

Date

LEVEL II

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature

Date

C. Position of Grievant: _____

Signature

Date

D. Position of Union: _____

Signature

Date

LEVEL III

A. Date Received by Board of Education: _____

B. Disposition of Board of Education: _____

Signature of Board Representative

Date

APPENDIX C **JOB DESCRIPTIONS**

MIO AUSABLE SCHOOLS **Job Description**

Position Title: Paraprofessional

Qualifications (general)

1. Earned high school diploma; passed the Work Keys ACT test or 2 years post-secondary education or 60 hours of post secondary education.
2. Ability to pass a physical examination and a TB test.
3. Criminal records check, including livescan fingerprinting, to reveal no felony convictions; also, misconduct check.
4. Be capable of performing and successfully completing the tasks & responsibilities of this position.
5. Demonstrates personal reliability, dependability and initiative.
6. Possesses the ability to get along with others, to follow directions, and to work independently.
7. Shows pride in doing a job well, and recognizes the job as important and essential to the smooth running of the total educational program.
8. Demonstrates good personal habits: mature and responsible judgment, honesty, patience, friendliness, industriousness, good appearance.
9. Demonstrates ability to read, write and use computational skills at proficiency level appropriate to do tasks of position.
10. Positive human relations skills essential in working with students, staff, public.
11. Demonstrates successful working relationship with children, including those with special needs.

Qualifications (job):

1. Good communications skills, including proper English usage, punctuation, spelling, grammar in both writing and speaking.
2. Knowledge of office procedures, filing, typing, telephone answering, copying, word processing and computer use, behavior management, instructional techniques, resource location skills.
3. Demonstrates desire to assist all students, teachers, other school personnel.
4. Ability to adapt to changing situations and conditions.
5. Ability to work independently with individual students of various abilities.
6. Emotional stability to withstand the daily challenges of group interaction, situational pressures.
7. Excellent attendance record.
8. Accepts constructive criticism.
9. Accepts problems caused by others as challenges to be resolved, rather than a source of criticism.
10. Such alternatives to the above qualifications as the administration may deem appropriate, reasonable and necessary for specific assignments.

Essential Job Duties:

1. Be able to perform at a level demonstrating mobility, observation via visual and auditory senses, willingness and reasonable time management, the following: individual and/or group student management; one-on-one and/or group student instructional assistance with demonstrated positive results; record keeping and other common clerical tasks; assistance in planning and implementing instructional programs.

Performance Responsibilities (some or all of the following may apply, depending on assignment):

1. Works with students, individually and in small & large groups to assist teachers with educational and social programs and objectives.
2. Assists students with their tasks, read to students, conduct activities that work to maintain previous teaching.

3. Helps students move from one activity to another in the classroom, throughout the building, on the school site and during field trips.
4. Assists with supervision of youngsters at outside & inside recess, restroom breaks, breakfast and lunch programs, detention, field trips, other school activities as assigned.
5. Promotes good social relationships among children and adults.
6. Participates in and supports training and in-service activities.
7. Attends staff meetings when requested.
8. Responds to students and parents in a kind, fair, considerate and interested manner.
9. Explains and reinforces school rules to children.
10. Assists in the preparation of materials for class projects when appropriate for their assigned duty.
11. Assists in maintaining bulletin boards, as appropriate, as related to specific assignment.
12. Maintains student and program records, as appropriate for assigned duties.
13. Prepares copies of instructional materials.
14. Assists in grading of work and papers, under the direction of a teacher, as appropriate for assigned duties.
15. Distributes communications and other materials to be sent home with children.
16. Compiles and maintains inventory records for specific program needs.
17. Supervises general housekeeping duties as appropriate for assigned duties.
18. Respects confidential information about students which your assignment may require access to.
19. Assists in the setting up and operation of audio-visual equipment.
20. Assist in injury treatment in emergence situations, when necessary.
21. Certain teacher aide assignments, or situations, may require occasional exposure to blood, vomit, urine, excrement, or body tissue.
22. Dispenses or witnesses dispensing of medications, as assigned or required.
23. Certain teacher aide assignments, or situations, may require interaction with unruly children.
24. Adheres to work schedule as assigned by Principal.
25. Compliment, supplement and reinforce teacher instruction.
26. Performs any other tasks or duties which may be assigned by the Teacher, Principal or Superintendent.

Reports to and is evaluated by: Teacher, but ultimately the Principal

Terms of employment: Per ESP/MEA/NEA Negotiated Contract

MIO AUSABLE SCHOOLS
Job Description

Position Title: Principal's Secretary

Qualifications (general)

1. Earned high school diploma; post-secondary education desirable.
2. Ability to pass a physical examination and a TB test.
3. Criminal records check, including livescan fingerprinting, to reveal no felony convictions; also, misconduct check.
4. Be capable of performing and successfully completing the tasks & responsibilities of this position.
5. Demonstrates personal reliability, dependability and initiative.
6. Possesses the ability to get along with others, to follow directions, and to work independently.
7. Shows pride in doing a job well, and recognizes the job as important and essential to the smooth running of the total educational program.
8. Demonstrates good personal habits: mature and responsible judgment, honesty, patience, friendliness, industriousness, good appearance.
9. Demonstrates ability to read, write and use computational skills at proficiency level appropriate to do tasks of position.
10. Positive human relations skills essential in working with students, staff, public.
11. Demonstrates successful working relationship with children, including those with special needs.
12. Demonstrates judicious decision-making and office operational & management skills.

Qualifications (job):

1. Good communications skills, including proper English usage, punctuation, spelling, grammar in both writing and speaking.
2. Substantial knowledge of office procedures, filing, typing, telephone answering, copying, word processing and computer use, faxing documents, dictational skills appropriate to assist Principal.
3. Demonstrates desire to assist all students, teachers, other school personnel.
4. Ability to adapt to changing situations and conditions.
5. Ability to work utilizing self-initiative, decision-making as appropriate.
6. Ability to render assistance and provide information as appropriate to administrators, teachers, other support staff, students, parents.
7. Emotional stability to withstand the daily challenges of group interaction, situational pressures.
8. Excellent attendance record.
9. Accepts problems caused by others as challenges to be resolved, rather than a source of criticism.
10. Accepts constructive criticism.
11. Such alternatives to the above qualifications as the administration may deem appropriate, reasonable and necessary for specific assignments.

Essential Job Duties:

1. Be able to perform at a level demonstrating proficient secretarial skills, mobility, observation via visual and auditory senses, willingness and reasonable time management, the following: office management; assisting the Principal, faculty & staff, students, parents; providing appropriate advice as requested; being responsible for functions and tasks at the appropriate building / grade levels as delegated by the Principal; scheduling of and communicating about school activities; record keeping related to students and staff.

Performance Responsibilities (some or all of the following may be applicable, depending on assignment):

1. Types, and/or makes copies of, requested letters, forms, reports, etc. as requested.
2. Develops and publishes, according to specific assignment, school activity and student schedules.
3. Prepares original material, and compiles information from staff, for the "Thunderbolt Flash" school newsletter.
4. Prepares daily bulletins, weekly student-to home folders, bulletin boards, handbooks, printed programs for specified school functions.
5. Sends for, receive, organize student records.
6. Maintains the grade levels' immunization records.
7. Prepares report cards, progress reports.
8. Prepares, maintains student and faculty handbooks.
9. Supervises student teacher-assistants assigned to office.
10. Schedules building and facility use as appropriate to specific assignment.
11. Maintains inventory of school texts and supplies.
12. Processes annual and other requisitions and purchase orders as requested by staff and approved by Principal.
13. Dispenses and/or witnesses dispensing of medications, as assigned or required, observing physician & parent authorization and school policy & procedures.
14. Schedules, and attends as necessary and/or as appropriate to assignment, certain designated school programs and activities.
15. Assists with budgeting for and maintain records related to Title I, Article 31-A, Title VI, other special funds / grants / projects as assigned; manages the school's Trust & Agency Fund; advises the Principal on the development and present status of the annual building level budget; safeguards funds turned in by staff; arranges for any banking as may be appropriate to a specific secretarial position; prepares documents for audit.
16. Assists with the scheduling of and record-keeping for Kindergarten Round-up, Driver Education, Vocational Education, professional development, assemblies, P.T.O. relations, yearbooks, Commencement, student photos, student & staff scheduling, field trips, student activities, college & military representatives, bus behavior reports, teacher written student discipline reports; counselors' correspondence as appropriate, data processing related to student management, honor rolls, etc.
17. Answers the office telephones.
18. Makes public address announcements.
19. Send & receives faxes.
20. Keeps the Principal informed of concerns expressed by students, staff, parents.
21. Greets visitors, vendors, others to the school office.
22. Arranges for substitute teachers, aides as appropriate to assignment; keeps comprehensive records related to same; advises Superintendent's Office of attendance and payroll data.
23. Assists with scheduling & record-keeping for I.E.P.C.'s; Youth Services Coordinator; probate court; mental health agencies; F.I.A., district health department; family health records; other social and family support agencies – and maintains utmost confidence regarding such data and records; advises Principal as necessary.
24. Makes decisions as appropriate when Principal not available; defers to other administrators as necessary.
25. Takes minutes, keeps records of meetings by principals, counselors, teachers, other staff or groups as assigned.
26. Makes conference registrations and reservations; keeps records of same; advises those attending to prepare expense reports with documentary evidence upon return.
27. Processes or assists with applications for free or reduced price breakfasts and lunches.

28. Receives calls from parents / guardians of absent students; keeps records of same; advises appropriate teachers, counselors, principals. Youth Services Coordinator; maintains or assists with maintaining student absence records.
29. Assists with homebound instructor arrangements and necessary record-keeping.
30. Maintains or assists with maintaining all documents required in a student's CA-60 file, any confidential files, student portfolios; to include MEAP, HSPT, other test scores; to include processing of student transcripts for employment, military, alternative education, post-secondary.
31. Keeps early dismissal records.
32. Keeps fire drill & tornado drill records.
33. Approves and issues passes to ride a bus other than the student's usual bus.
34. Maintains records and arranges for student honors, certificates, etc.
35. Assists in injury treatment in emergency situations, when necessary.
36. Certain situations may require occasional exposure to blood, vomit, urine, excrement, or body tissue.
37. Registers and processes incoming students.
38. Maintains family emergency notification records.
39. Processes & coordinates arrangements for field trip transportation with the Transportation Supervisor.
40. Arranges for and processes incoming & outgoing daily mailings, package delivery, COOR courier mail, intra- and inter-office mail boxes.
41. Maintains records (including daily attendance, school year/day/hour, partial student, drop-out, etc.) for, and prepares as required, all pupil accounting report forms as directed from the Principal, the Superintendent, the I.S.D., the Michigan Department of Education; work with pupil accounting auditors.
42. Prepares & maintains information for student honors, including G.P.A.'s, class rankings, etc.
43. Assists in the development, publishing and, at times, interpretation of student course guides; teacher curriculum scope & sequence documents; school improvement materials, including N.C.A.
44. Maintains and/or arranges for repair of office equipment.
45. Assists, as requested, with attendance appeal review panels.
46. Assists with student orientation.
47. Coordinates activities with class sponsors and other student activity advisors.
48. Works with Transportation Supervisor, Maintenance Supervisor, Food Services Supervisor as necessary to coordinate services, activities and projects related to those departments.
49. Assists in arranging for homework for absent students.
50. Assists in checking for head lice, as requested.
51. Performs any other tasks or duties which may be assigned by the Principal or Superintendent.

Reports to and is evaluated by: Principal

Terms of employment: Per ESP/MEA/NEA Negotiated Contract

MIO AUSABLE SCHOOLS

Job Description

Position Title: Clerk

Qualifications (general):

1. Earned high school diploma; post-secondary education desirable.
2. Ability to pass a physical examination and a TB test.
3. Criminal records check, including livescan fingerprinting to reveal no felony convictions; also misconduct check.
4. Be capable of performing and successfully completing the tasks & responsibilities of this position.
5. Demonstrates personal reliability, dependability and initiative.
6. Possesses the ability to get along with others, to follow directions, and to work independently.
7. Shows pride in doing a job well, and recognizes the job as important and essential to the smooth running of the total educational program.
8. Demonstrates good personal habits: mature and responsible judgment, honesty, patience, friendliness, industriousness, good appearance.
9. Demonstrates ability to read, write and use computational skills at proficiency level appropriate to do tasks of position.
10. Demonstrates positive human relations skills essential in working with students, staff, public.
11. Demonstrates successful working relationship with children, including those with special needs.
12. Demonstrates judicious decision-making and office operational & management skills.

Qualifications (job):

1. Good communications skills, including proper English usage, punctuation, spelling, grammar in both writing and speaking.
2. Substantial knowledge of office procedures, filing, typing, telephone answering, copying, word processing and computer use, faxing documents, dictational skills appropriate to assist Principal.
3. Demonstrates desire to assist all students, teachers, other school personnel.
4. Ability to adapt to changing situations and conditions.
5. Ability to work utilizing self-initiative, decision-making as appropriate.
6. Ability to render assistance and provide information as appropriate to administrators, teachers, other support staff, students, parents.
7. Emotional stability to withstand the daily challenges of group interaction, situational pressures.
8. Excellent attendance record.
9. Accepts problems caused by others as challenges to be resolved, rather than a source of criticism.
10. Accepts constructive criticism.
11. Such alternatives to the above qualifications as the administration may deem appropriate, reasonable and necessary for specific assignments.

Essential Job Duties:

1. Be able to perform at a level demonstrating proficiency, mobility, willingness and reasonable time management, the following: assisting the Secretary, Principal, faculty & staff, students, parents; being responsible for functions and tasks at the appropriate building / grade levels as delegated by the Principal; communicating about school activities; record keeping related to students and staff.

Performance Responsibilities (some or all of the following may be applicable, depending on assignment)

Assists Secretaries with:

1. Types, and/or makes copies of, requested letters, forms, reports, etc. as requested.
2. Develops and publishes, according to specific assignment, school activity and student schedules.
3. Prepares original material, and compiles information from staff, for the "Thunderbolt Flash" school newsletter.
4. Prepares daily bulletins, weekly student-to home folders, bulletin boards, handbooks, printed programs for specified school functions.
5. Sends for, receive, organize student records.
6. Maintains the grade levels' immunization records.
7. Prepares, maintains student and faculty handbooks.
8. Supervises student teacher-assistants assigned to office.
9. Dispenses and/or witnesses dispensing of medications, as assigned or required, observing physician & parent authorization and school policy & procedures.
10. Schedules, and attends as necessary and/or as appropriate to assignment, certain designated school programs and activities.
11. Assists with the record-keeping for teacher written student discipline reports; counselors' correspondence as appropriate, data processing related to student management, honor rolls, etc.
12. Answers the office telephones.
13. Makes public address announcements.
14. Sends & receives faxes.
15. Keeps the Principal informed of concerns expressed by students, staff, parents.
16. Greets visitors, vendors, others to the school office.
17. Assists with scheduling & record-keeping for I.E.P.T.'s; Youth Services Coordinator; probate court; mental health agencies; F.I.A., district health department; family health records; other social and family support agencies - maintains utmost confidence regarding such data and records; advises Principal as necessary.
18. Processes or assist with application for free or reduced price breakfasts and lunches.
19. Receives calls from parents / guardians of absent students; keeps records of same; advises appropriate teachers, counselors, principals, Youth Services Coordinator; maintains or assists with maintaining student absence records.
20. Keeps early dismissal records.
21. Approves and issues passes to ride a bus other than the student's usual bus.
22. Maintains records and arranges for student honors, certificates, etc.
23. Assists in injury treatment in emergency situations, when necessary.
24. Certain situations may require occasional exposure to blood, vomit, urine, excrement, or body tissue.
25. Registers and processes incoming students.
26. Maintains records including daily attendance.
27. Assists with student orientation.
28. Assists in arranging for homework for absent students.
29. Assists in checking for head lice, as requested.
30. Performs any other tasks or duties which may be assigned by the Secretary, Principal or Superintendent.

Reports to and is evaluated by: Principal

Terms of employment: Per ESP/MEA/NEA Negotiated Contract

MIO AUSABLE SCHOOLS

Job Description

Position Title: Food Service Employee Positions (Head Cook, Cook, Kitchen Helper)

Qualifications (general):

1. Earned high school diploma.
2. Ability to pass a physical examination and a TB test.
3. Criminal records check, including livescan fingerprinting, to reveal no felony convictions; also, misconduct check.
4. Be capable of performing and successfully completing the tasks and responsibilities of this position.
5. Demonstrates personal reliability, dependability and initiative.
6. Possesses the ability to get along with others, to follow directions, and to work independently.
7. Shows pride in doing a job well, and recognizes the job as important and essential to the smooth running of the total educational program.
8. Demonstrates good personal habits: mature and responsible judgment, honesty, patience, friendliness, industriousness, good appearance.
9. Demonstrates ability to read, write and use basic math at proficiency level appropriate to do tasks of position.
10. Positive human relations skills essential in working with students, staff, public.

Qualifications (all jobs):

1. Be able to properly lift loads of approximately 60 pounds.
2. Ability to observe reasonable standards of cleanliness and sanitation to preparation and serving areas.
3. Is willing to learn new techniques related to job duties.
4. Is willing to accept extra and overtime hours with adequate notice, except in emergencies, from the Supervisor.
5. Uses time wisely and fully.
6. Accepts interruptions, weather related contingencies, delays, special student/staff requests as directed or approved by Supervisor.
7. Exercises reasonable safety practices in all aspects of the job; this includes wearing or using special sanitary / safety equipment as tasks require.
8. Is willing to do more than just the minimum required.
9. Accepts problems caused by others as challenges to be resolved, rather than as a source of criticism.
10. Accepts constructive criticism.
11. Excellent attendance record.
12. Such alternatives to the above qualifications as the administration may deem appropriate, reasonable and necessary for specific assignments.

Qualifications: (Head Cook):

1. Knowledge of menu planning, nutrition, servings requirements, student taste preferences, food economy, artful food arrangement & placement, ordering.
2. Ability to implement expectations enumerated immediately above.
3. Ability to direct the activities of the Food Service Program and other Food Service employees in the absence of Supervisor.

Essential Job Functions (all):

1. Be able to perform at a level demonstrating mobility, observation via visual / auditory / olfactory senses, and willingness, and reasonable time management, the following: various aspects of a Food Service program in a school setting which include preparation, clean-up, sanitation, personal hygiene, inventory, lifting, sorting, moving, counting, writing, record-keeping.

Performance Responsibilities (some or all of the following may apply depending on assignment):

Head Cook:

1. Prepares daily main entree.
2. Maintains clean, safe kitchen environment.
3. Keeps food products rotated.
4. Keeps accurate daily & weekly production records.
5. Keeps freezers, coolers, dry storage areas, shelves clean and neatly organized according to schedule.
6. Helps with unloading of commodities, other deliveries, and places same in proper storage units.
7. May be needed to sell a la carte items, work dish-room, or any other area connected with the school breakfast or lunch program.
8. Assists Supervisor with menu planning and inventory.
9. Determines and arranges for quantities needed daily.
10. Puts stock away in freezer, cooler, dry storage.
11. Performs any other tasks or duties which may be assigned by the Supervisor.

Cook and Kitchen Helper:

1. Prepares fruits and vegetables needed for the day; assists in preparation of other foods.
2. Logs all food used and prepared.
3. May be needed to sell a la carte.
4. Assists with unloading of commodities, other deliveries, and place same in proper storage areas.
5. Maintains clean, safe kitchen environment.
6. Sets up kitchen for breakfast, including heating and serving food.
7. Maintains production worksheet for breakfast.
8. Helps clean up breakfast area including kitchen and dishes.
9. Keeps track of supplies and assists with ordering.
10. Puts stock away in coolers, freezers, dry storage areas.
11. Makes sure prep work is done for next day.
12. Works on upper grades and elementary serving lines as directed.
13. Washes pots, pans, other cooking & preparation dishes & utensils.
14. Works in dish-room as directed.
15. Washes tables in cafeteria between lunch periods and as needed.
16. Puts towels in laundry machine at end of work day and then folds towels at beginning of next day.
17. Fills milk coolers, napkin holders, straw holders.
18. Assists with special orders for staff (foster grandparents, faculty).
19. Performs any other tasks or duties which may be assigned by the Supervisor.

Food Service Assistant:

1. Maintains clean, safe kitchen environment.
2. Washes tables in cafeteria between lunch periods and as needed.
3. Manage and assist students as needed i.e. with condiment pumps, open milk, open package condiments.
4. Empty all trash cans in kitchen area, cafeterias, kitchen office and kitchen bathroom.
5. Set up trash cans for next day in kitchen and cafeteria.
6. Dust and/or mop floors in cafeterias, kitchen areas.
7. Clean any spill in cafeterias and kitchen areas.

8. Clean bathroom in kitchen.
9. Run any dishes through dishwasher.
10. Put away dishes.
11. Polish dishwasher area and work areas.
12. Performs any other tasks or duties which may be assigned by the Supervisor.

Reports to and is evaluated by: Food Service Supervisor

Terms of employment: Per ESP/MEA/NEA Negotiated Contract

MIO AUSABLE SCHOOLS

Job Description

Position Title: Custodian

Qualifications (general):

1. Earned high school diploma.
2. Ability to pass a physical examination and a TB test.
3. Criminal records check, including livescan fingerprinting, to reveal no felony convictions; also, misconduct check.
4. Be capable of performing and successfully completing the tasks & responsibilities of this position.
5. Demonstrates personal reliability, dependability and initiative.
6. Possesses the ability to get along with others, to follow directions, and to work independently.
7. Shows pride in doing a job well, and recognize the job as important and essential to the smooth running of the total educational program.
8. Demonstrates good personal habits: mature and responsible judgment, honesty, patience, friendliness, industriousness, good appearance.
9. Demonstrates ability to read, write and use basic math at proficiency level appropriate to do tasks of position.
10. Positive human relations skills essential in working with students, staff, public.

Qualifications (job):

1. Is willing and able to climb ladders and work at heights.
2. Ability to properly lift heavy loads of approximately 80 pounds.
3. Is willing and able to learn new techniques related to job duties.
4. Is willing to accept overtime hours with adequate notice, except in emergencies, from the Supervisor.
5. Uses time wisely and fully.
6. Possesses basic knowledge for and perform minor mechanical, carpentry, plumbing, electrical repairs.
7. Accepts interruptions as normal in the job of school custodian.
8. Exercises reasonable safety practices in all aspects of the job; this includes wearing or using special safety equipment when a specific task requires it, or when instructed to do so.
9. Is willing to do more than just the minimum required; to make your area of responsibility the best kept and cleanest possible.
10. Accepts problems caused by others as challenges to be resolved, rather than as a source of criticism.
11. Accepts constructive criticism.
12. Has excellent attendance record.
13. Such alternatives to the above qualifications as the administration may deem appropriate, reasonable and necessary for specific assignments.

Essential Job Duties:

1. Be able to perform at a level demonstrating mobility, willingness and reasonable time management the following: mopping (dry & wet); dusting; vacuuming; washing ceilings/walls/floors/windows/doors, etc.; stripping, sealing, applying floor finish materials; painting: cleaning of lighting, plumbing and ventilating fixtures & equipment; making minor repairs to equipment & furniture; refuse removal; clean-up of vomit, urine, excrement, blood; moving equipment, furniture, shipments received, grounds maintenance.

Performance Responsibilities:

1. Cleans assigned areas in the time assigned to the shift, regardless of interruptions which may occur; this may require use of judgment as to setting priorities on what needs to be done.
2. Dusts lockers, shelves, ledges, etc. in assigned area(s).
3. Removes graffiti when found.
4. Vacuums carpeted areas, and rugs daily; also, removes sand and dirt from under rugs and runners at least weekly; replaces vacuum cleaner bags when necessary.
5. Cleans door and window glass at least weekly, or as needed.
6. Never lets "dust balls" accumulate in any part of your assigned area; also, no cob webs to persist.
7. Dusts tops of cabinets on a regular basis, weekly or bi-weekly as needed.
8. All floors must be swept and/or dust mopped daily.
9. Wet mops any spills or unsightly areas daily.
10. Assists other custodians when requested by another custodian or directed by the Supervisor.
11. Reports to work at times when school is closed due to inclement weather, or other conditions, subject to modification as directed by the Supervisor.
12. Assists in snow removal from sidewalks and areas not accessible to contracted plowing; warm clothing and proper outdoor attire shall be each custodian's responsibility.
13. Assists in grounds maintenance, including lawn mowing.
14. Hallway & classroom sinks and drinking fountains shall be cleaned daily.
15. Bathroom facilities and fixtures shall be cleaned daily; floors cleaned daily, removing all stains at base of toilet fixtures. Bathroom walls shall be washed as needed and never left with splash, dirt or other marks. Paper products shall be checked daily and refilled when needed. Waste receptacles shall be kept clean and sanitary. Soap and sanitary napkin dispensers shall be refilled as needed.
16. Light fixtures shall be kept operable with tube or bulb replacement.
17. Removes daily all rubbish, waste paper, dirty rags, sweepings, pencil sharpener shavings, and refuse matter of any description; disposes of properly. Walls to be cleaned as needed to remove foot and scuff marks and dirt & stains by wastebaskets.
18. Cleans chalkboards, chalk rails and erasers, classroom marker boards daily or when use is obvious.
19. Makes minor repairs to furniture and equipment (desks, chairs, furniture); informs Supervisor in writing of other necessary, major repairs; is willing to assist with such repairs.
20. Locks all rooms after cleaning.
21. Notes classroom, hallway clocks for incorrect time; informs Supervisor.
22. Makes sure all windows are closed and locked.
23. Turns off all lights when finished with an area.
24. Secures outer doors, gates, etc. at end of shift, if applicable.
25. Be responsible for all keys issued; reports any key problems immediately to Supervisor.
26. Cooperates with outside groups and student groups authorized to use the building and facilities. Communicates regularly and/or as necessary with Security Person when on duty. Always be conscious of the value of presenting a courteous manner, a neat and orderly appearance. You are the school as others perceive you; let that be a positive perception.
27. Be sure all student desks and table tops and chairs are clean.
28. Accepts responsibility for the condition of hallway floors, walls, ceilings, lockers, glass in your assigned area, including your custodial storage area.
29. Assumes responsibility for the condition of equipment and supplies available for your use. Also, all spray bottles and other cleaning materials must be properly stored & labeled (MSDS).
30. At all times, be observant of dirty and dusty conditions needing your cleaning attention. In other words, "have a good eye for dirt", then do something about it, when observed.
31. Puts up and/or takes down flags as appropriate or assigned.

32. School holiday & vacation period cleaning:
 - a. Each room and area to be thoroughly cleaned during the summer; this includes ceilings, walls, floors, fixtures, windows, shelves, exposed equipment, behind cabinets, etc.
 - b. Christmas & Spring Break - extra cleaning and dusting in each room or area, including hallways.
 - c. Work assignments subject to direction by the Supervisor. This may include assignment to work in areas apart from the regular school day assigned area(s); may include assignment as teams in given areas; may include outside work and/or maintenance and repair work.
33. Day custodian (s) assisting Custodial / Maintenance Supervisor:
 - a. Above responsibilities apply as applicable and are subject to Supervisor assignment and direction.
 - b. In addition to custodial responsibilities, maintenance duties inside and outside may be more extensive than a 2nd or 3rd shift custodians. Shall be responsible for building, site and equipment in absence of Supervisor. This may require either the personal ability to resolve a situation or to know of and contact, with administrative approval, a vendor or service capable of resolving same.
34. Shift Supervisor:
 - a. Shall be authorized to direct the responsibilities, activities, and schedules of those on his/her same shift.
 - b. Shall be responsible for reporting to the Supervisor the activities, repair requirements, other situations needing resolution of his/her shift.
35. Performs any other tasks or duties which may be assigned by the Supervisor, Principal, or -Superintendent.

Reports to and is evaluated by: Custodial / Maintenance Supervisor

Terms of employment: Per ESP/MEA/NEA Negotiated Contract

MIO AUSABLE SCHOOLS
Job Description

Position Title: Bus Driver

Qualifications (general):

1. Earned high school diploma.
2. Ability to pass a physical examination and a TB test.
3. Criminal records check, including livescan fingerprinting, to reveal no felony convictions; also, misconduct check.
4. Be capable of performing and successfully completing the tasks & responsibilities of this position.
5. Demonstrates personal reliability, dependability and initiative.
6. Possesses the ability to get along with others, to follow directions, and to work independently.
7. Shows pride in doing a job well, and recognize the job as important and essential to the smooth running of the total educational program.
8. Demonstrates good personal habits: mature and responsible judgment, honesty, patience, friendliness, industriousness, good appearance.
9. Demonstrates ability to read, write and use basic math at proficiency level appropriate to do tasks of position.
10. Positive human relations skills essential in working with students, staff, public.

Qualifications (job):

1. Possesses a valid C.D.L. Class-C chauffeur's license.
2. Meets other bus driver certification requirements:
 - a. Has completed Michigan School Bus Driver Safety Education course.
 - b. Has passed the final examination satisfactorily.
 - c. Meets current and future Department of Education competency levels of driving skills.
 - d. Meets current and future Department of Education standards for past driving performance, including past motor vehicle operator violations (personal, business)
3. Enjoys working with elementary and secondary students, including special needs students and is sensitive to their needs.
4. Uses respectable language at all times.
5. Is emotionally stable.
6. In addition to being able to successfully pass a physical examination and TB test as noted above, a bus driver shall be able to successfully pass drug & alcohol testing prior to hire and randomly when employed.
7. Is willing and able to learn new techniques related to job duties.
8. Is willing to accept overtime and/or extra trips with adequate notice, except in emergencies, from the Supervisor.
9. Ability to detect improperly functioning equipment entrusted to his/her care.
10. Accepts interruptions, weather related contingencies, delays as part of a bus driver's job.
11. Accepts problems caused by others as challenges to be resolved, rather than as a source of criticism.
12. Accepts constructive criticism.
13. Has excellent attendance record.
14. Such alternatives to the above qualifications as the administration may deem appropriate, reasonable and necessary for specific assignments.

Essential Job Duties:

1. Be able to perform at a level demonstrating mobility, willingness and reasonable time management, observation via visual and auditory senses, driving and human relations skills, the following: driving a school bus safely in all weather conditions and managing riders (pupils and adults) in a manner which promotes accident free, complaint free school bus service.

Performance Responsibilities:

1. Operates all types of vehicles used to transport pupils in the school district.
2. Be familiar with the geographic service area of the school district.
3. Demonstrates knowledge of and complies with local, state, and federal rules, regulations, ordinances, and laws relating to school bus operation.
4. Be alert and exercise good judgment concerning emergencies, disabled vehicles, and abnormal driving conditions.
5. Conducts pre and post trip inspections for each regular run or extra trip.
6. Fill fuel tank as necessary; do not start run with low fuel.
7. Follows established routes and designated bus stops.
8. Operates bus on approved time schedule.
9. Cleans bus upon returning to compound or garage.
10. Reports defective equipment to the Transportation Supervisor on the appropriate form.
11. Drives with the safety of students as the first priority.
12. Drives defensively under varying traffic conditions and inclement weather.
13. Conducts emergency evacuation drills in accordance with Department of Education guidelines.
14. Reports bus accidents, student injuries to law enforcement agencies and the Transportation Supervisor on appropriate forms.
15. Assist in injury treatment in emergencies, when necessary.
16. Be accountable on regular runs for the number and names of students on your bus.
17. Certain situations may require clean-up of vomit, urine, excrement, blood.
18. Provides students with behavior expectations forms and be responsible for getting signed parent acknowledgment forms back to Supervisor. Be responsible for communication with parents about student misbehavior as it develops.
19. Enforces all school district bus rules and regulations as exist or may be developed.
20. Maintains individual behavior logs, if needed; writes up student behavior referrals as necessary.
21. Attends parent meetings at the request of the Transportation Supervisor or Principal.
22. Informs Transportation Supervisor of any unusual incidents or circumstances.
23. Exhibits respectable image as employee of district and community representative.
24. Maintains good rapport with students, parents, other drivers, supervisor, administrators, other staff.
25. Maintains trip logs, as directed, on extra trips.
26. Develops and maintains route maps.
27. Advises students in loading & unloading zones as to proper behavior while waiting for a school bus or disembarking from same.
28. Remains on the bus during students loading and unloading; if essential to leave bus for student management or vehicle check reasons, the driver is to turn off engine and remove key.
29. Checks for proper authorization to ride bus other than one assigned, or to board or disembark at a location different from the norm.
30. Uses proper "on-air" etiquette when using the bus radio.
31. Stresses student safety at all times, including proper boarding and exiting expectations.
32. Assigns seating as necessary or directed by supervisor.
33. Reports to police and supervisor those vehicles which cause an unsafe condition(s) for your bus: be alert to accurate vehicle description.
34. Reports personal absence (need for a sub) in accordance with expectations.
35. Accepts responsibility for driving extra trips.
36. Works with activity sponsors, coaches, chaperones, to ensure an orderly & timely trip and a safe bus.
37. Performs any other tasks or duties which may be assigned by the Supervisor.

Reports to and is evaluated by: Transportation Supervisor

Terms of employment: Per ESP/MEA/NEA Negotiated Contract