

MASTER AGREEMENT

BETWEEN

CROSWELL-LEXINGTON COMMUNITY SCHOOLS

AND

**THE CROSWELL-LEXINGTON ASSOCIATION OF
SECRETARIES & AIDES**

**AFFILIATED WITH THE
MICHIGAN EDUCATION ASSOCIATION MEA/NEA**

2011-2014

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PREFACE

In a mutually desirable effort to promote the best interests of the Croswell-Lexington School District, hereinafter referred to as the "Board," which is the elected body designated to conduct business for the District, and the Croswell-Lexington Association of Secretaries and Aides, affiliated with the Michigan Education Association (MEA) hereinafter referred to as the "Association," and in recognition of their responsibilities to each other for negotiation in good faith, reaching an Agreement on matters falling within the area of collective bargaining, and executing a contract to cover such an agreement, this Agreement is entered into as of this first day of July 1, 2010 at Croswell, Michigan, and shall expire on June 30, 2011.

The District and the Association subscribe to the principle that differences shall be resolved by procedural and lawful means in keeping with the high standards of the profession, without interruption of the school program.

ARTICLE I **RECOGNITION**

The Board recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining, as defined in Section II of Act 379, Public Acts of 1965, with respect to hours, rate of pay, and conditions of employment for the entire term of this Agreement for all office personnel, including the secretaries, Federal Program aides, preschool aides, bilingual aides, medically fragile/special education aides, clerks, community education secretary, instructional aides, lunch assistants, and Manpower personnel, excepting the Confidential Secretaries to the Superintendent and the Central Office (Superintendent's Secretary, Instructional and Federal Project Secretary, Payroll and Benefit Supervisor, Accounting Supervisor, and Xerox/Mail Clerk). All personnel represented by this Association in the above-defined unit shall, unless otherwise indicated, hereinafter be referred to as "employees." The Croswell-Lexington Community School District shall hereafter be referred to as the "Board."

ARTICLE II **BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES**

- A. The Board and the Association agree that the Board of Education on its own behalf and on behalf of the electors of the Board, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, including, but without limiting the generality of the foregoing, the right:
1. to the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees in respect to the execution of their professional duties and responsibilities.
 2. to hire all employees, and subject to the provisions of the law and this Agreement, to determine their qualifications, and the conditions of their continued

employment, or their dismissal or demotion, and to promote and transfer all such employees.

3. to determine the hours of work, and the duties, responsibilities and assignments of employees with respect thereto, and the terms and conditions of employment, as modified by this Agreement.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

- B. This section shall be subject to the provisions of this Agreement and shall not detract from employee rights provided in the Michigan Public Acts 282 and 379 of 1965.

ARTICLE III

ASSOCIATION AND EMPLOYEE RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board shall not, as a duly-elected body exercising governmental powers under the laws of the State of Michigan, discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

ARTICLE IV

LOCKOUT

- A. The Association agrees that so long as this Agreement is in effect neither the Association nor any of the employees covered by this Agreement shall engage in any strike, slowdown, stoppage of work, any disturbance on school property or other interference with work or threat or inducement of the same, for any reason whatsoever. Any employee, who violates any of the provisions of this paragraph, participating therein, shall be subject to disciplinary action, including discharge. The Board agrees that so long as this Agreement is in effect, there shall be no lockout.

ARTICLE V
ASSOCIATION RELATIONSHIPS

- A. A joint Administration-Association Committee shall be established and meet as needed to discuss the interpretation and administration of the Agreement. This committee will be appointed each September 1, with three (3) members to be appointed by the Association and one (1) by the Board. Each party has a right to request that additional meetings be held; both parties can mutually agree to cancel a meeting if there are no matters to discuss. These conferences are only advisory in nature and are not meant to be an extension of the collective bargaining process but are meant to provide a forum for such matters which may directly affect the Agreement and its implementation.
- B. The Association and its members shall, upon proper application and/or approval, be permitted to hold meetings in school facilities, such use shall be free of charge, provided no additional custodial service cost is involved for the school district. The Association agrees that no Association activities will be conducted during the normal working hours. This Association shall have the right to use on the school premises, equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment, at reasonable times when such equipment is not otherwise in use, provided prior approval is obtained from the building principal or his representative. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- C. The Board and the Association mutually pledge themselves to continue to recognize the full constitutional and civil rights of all employees. No religious or political activities in the personal life of an employee, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such employee. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, sex, age or national origin, but within the provisions of the Constitution of the United States.
- D. Any employee who feels she/he has been unjustly treated with respect to any or all of the terms and conditions of this Agreement may seek redress under the provisions of the grievance procedure.
- E. The Board agrees to furnish to the Association in response to reasonable requests all available official information concerning the financial resources of the district and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the Association to process any grievance or complaint.

ARTICLE VI
PERSONNEL PROCEDURES

A. Membership - Fees - Deductions

1. All employees represented by the bargaining unit but not on a probationary status shall as a condition of continued employment either join the Association or pay a service fee equal to the dues and assessment of the Association.
2. After the completion of the probationary period, all new employees hired by the Board whose classifications are represented by the bargaining unit, and after the date of execution of this Agreement shall become obligated as a condition of continued employment to the payment of Association dues or a service fee as provided by appropriate statutes.
3. The authorized deduction of dues, service fees and/or voluntary contributions shall be made from a regular paycheck each month - September through June. The Board agrees to remit the proper amounts of money within ten (10) days after each payroll deduction to the designees of the Michigan Education Association accompanied by an alphabetized list of employees, the amounts deducted and a completed MEA RECAP form, such form to be provided by MEA. In cases when a deduction is made that duplicates a payment that an employee has already made to the Association, or in any other situation where a refund is demanded by an employee, said refunds are not the responsibility of the Board once the Board has remitted all deducted monies to the Association.
4. The Board shall also make payroll deductions upon written authorization for Board approved annuities, Education Employee's Credit Union, United Fund, or any other plans or programs jointly approved by the Association and the Board.
5. The Association will indemnify, and hold the Board harmless against any claims made and against any suit instituted against the Board on account of any check-off of any payments pursuant to the foregoing, and on account of any dispute concerning an employee's employment status by reason of any failure or refusal on the part of the employee to make any such payment.

B. New and Probationary Employees

1. Probation is defined as a period from the original date of hire to a position that has been posted as a regular position to a date ninety (90) calendar days hence. Current employees selected in accordance with the terms of this Agreement shall serve only a sixty (60) calendar day probationary period in the new position.
2. A. Each new regular employee shall serve a ninety (90) calendar day probationary period during which time there shall be no responsibility on the part of the Board for her/his continued employment or re-employment. During such probationary period the employee will be paid at the

appropriate rate for her/his classification. During the ninety (90) calendar day probationary period the employee will be given leave time as accrued. The individual responsible for this person's work will evaluate the probationary employee before the end of the first and third month on the evaluation form attached as Exhibit A. The employee will be given one copy and the other copy will become a part of her/his permanent record.

- B. Each current regular employee shall serve a sixty (60) calendar day probationary period during which time there shall be no responsibility on the part of the Board for her/his continued employment or re-employment in that new position. During such probationary period the employee will be paid at the appropriate rate for her/his classification. During the sixty calendar days probationary period the employee will be given leave time as accrued. The individual responsible for this person's work will evaluate the probationary employee before the end of the first and second month on the evaluation form attached as Exhibit A. Said evaluation shall not be subject to the grievance procedure. If an employee is returned to their previous position, all evaluations regarding the probationary period shall be removed from their personnel file and destroyed.
- C. A regular employee, if selected to fill a new classification and on probation, will be returned to her/his previous position if the employee is determined to be unsatisfactory in the new classification.
- D. The following provisions only apply to new hires:
 - 1) There shall be no responsibility on the part of the Board for the new hire's continued employment during the probationary period.
 - 2) Evaluations of the new hire shall not be subject to the grievance procedure.
 - 3) The new hire will not be entitled to benefits during the probationary period.
- 3. The Board has the right to hire a new or returning employee at any step on the salary schedule it deems commensurate with her/his experience and/or training. Additionally, the Board may adjust the scheduled step of the probationary employee at the time it so deems the step change is justified. It is understood that in case of re- hiring, previously accrued seniority, leave time, and vacation benefits will not apply.
- 4. The probationary period may be extended for absences during that period, by the amount of said absences, when absences have exceeded six (6) for the duration of the probationary period. (i.e., If an employee is absent seven (7) days, they will have their probation extended seven (7) days.)
 - 5. If an employee's starting date occurs previous to November 30th, a full year will be credited to the employee's work experience. If an employee begins

on or after November 30th and/or before March 1st, a half year credit will be given to the employee. This Agreement is applicable to all present and future employees. Vacation benefits are computed from July 1 to June 30 of each school year.

C. Seniority

1. Seniority shall be defined as the length of service within the district as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first working day. In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by casting lots.
2. Part-time employees shall also accrue seniority. 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.
3. All employees shall hold dual seniority dates. The first shall reflect his/her most recent date of hire by the Board. The second shall reflect his/her most recent date of Board employment in one of its classifications. For purposes of this provision, all employees shall be placed in one of the following classifications based on their current assignments:
 - a. Secretary I
 - b. Secretary II
 - c. Library Clerk
 - d. Computer Lab Clerk/Supervisor
 - e. In-school Suspension Supervisor
 - f. Instructional Aide
 - g. Migrant Bilingual Aide
 - h. Preschool Aide
 - i. Extended Day K/YF Paraprofessional
 - j. Special Education Aide
 - k. Medically Fragile Aide
 - l. Lunch Assistant
4. The Board shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district within thirty (30) days after the effective date of this Agreement with revisions and updates prepared and posted semi-annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association.
5. State and Federal programs and statutes shall be observed where applicable for specially funded programs. Except where prohibited, all employees shall receive seniority rights as provided in this Agreement.
6. Seniority shall be lost by an employee upon termination, resignation, retirement or transfer to a non-bargaining unit position. Transfer to a temporary non-bargaining unit position for not more than nine (9) months shall not cause a loss of seniority.
7. New employees hired into the District shall be considered as probationary employees for the first ninety (90) calendar days of employment. When an

employee completes the probationary period, she/he shall be entered on the seniority list.

There will be no seniority among probationary employees. The seniority date will be the date of hire and will be retroactive to the employee's first day on the job of a posted position.

Regular employees assigned to a new classification will serve a sixty (60) calendar day probationary period. The regular employee will retain benefits during this probationary period.

If the regular employee does not perform satisfactorily in the new classification, the employee shall be given specific reasons in writing as to why he/she is being returned to his/her original position without loss of seniority.

Once a regular employee is assigned to a new classification, the seniority in the old classification will remain, but will be frozen at that number of years. In the event of a reduction in the workforce, district-wide seniority shall be used in determining layoffs.

D. Vacancies

1. A vacancy shall be defined as a newly created position or a present position, including summer school positions, that is not filled.
2. All vacancies shall be posted in a conspicuous place in each building of the district for a period of five (5) work days. Said posting shall contain the following information:
 - a. Type of work
 - b. Location of work
 - c. Starting date
 - d. Rate of pay
 - e. Hours to be worked
 - f. Classification
 - g. Minimum requirements

Interested employees may apply in writing to the superintendent, or designee, within the five (5) day posting period.

3. In the period between school closing in the summer and reopening in the fall, the Board shall publicize vacancies by:
 - a. Posting the vacancy or vacancies in all buildings in which employees are working. The vacancy shall be posted for at least seven (7) working days.
 - b. Giving written notice to an officer of the Association, the Association shall provide the name of officer to receive the summer notices.

- c. Providing sufficient copies of the vacancy to the Association in the amount requested prior to the closing of the school year.
4. It is the purpose of the Board of Education to employ the most qualified person for a vacant position. The Board shall give first consideration to Bargaining Unit Members who qualify. Prior to a posting being advertised externally, it will be posted internally for a minimum of three days. If more than one bargaining unit member is equally qualified, seniority shall be the determining factor. Within ten (10) work days after the expiration of the internal posting period, the Board shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy to the Association President. Results of any required testing shall be provided to the bargaining unit member upon request.
5. Positions for certain federally and state supported job opportunities are not to be considered vacancies, but created positions which would not exist under normal circumstances. Such positions for programs such as CETA, Manpower, etc., will be directed under the guidelines of the program for which the position is available.

When such a program is terminated, and if the position is continued as a regular position of the district, the position will then become a vacancy and all employees become eligible to apply.

6. Temporary Vacancy - Permanent, full time and permanent part time employees temporarily absent from their position for a period in excess of 30 days because of illness or disability, will have their position posted in their respective building. Employees with qualifications and similar classifications in the same building may request a transfer to the temporary vacated position. Any temporary employee hired to fill a posted position of known duration of more than thirty (30) days, who works more than ninety (90) days, shall be considered to be a member of the bargaining unit and entitled to all rights and benefits conferred by the Master Agreement.

Substitutes may be used to fill a temporary vacated position if no qualified employee in the same building requests assignment to the temporary vacated position and if no qualified laid off employee requests the temporary vacated position.

7. Substitute secretaries may be employed at the discretion of the Superintendent.

E. Transfers

1. In the event of transfer from one classification to another, the employee shall be given a sixty (60) calendar day trial in which to show his/her ability to perform on the new job. The Board shall give the promoted or transferred employee reasonable assistance to enable him/her to perform up to Board's standards on the new job. If the employee is unable to demonstrate ability to perform the work

required during the trial period or at the option of the affected employee, the employee shall be returned to his/her previous assignment.

2. Employees shall not be placed on a lower step on the wage schedule due to transfers, unless the transfer is requested by the employee, at which time the employee may be placed on a lower step on the wage schedule.
3. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible. In all cases, involuntary transfers will be affected only for reasonable and just cause.
4. Written requests may be initiated by individual employees for transfer between buildings. Such written requests will receive due consideration, but will be approved only if they are in the best interest of the entire school system.

F. Reduction in Personnel, Layoff and Recall

1. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a shortage of funds.
2. No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified of said layoff at least thirty (30) calendar days prior to the effective date of the layoff.
3. In the event of a necessary reduction in work force, the Board shall first lay off probationary employees, then the least senior employees in each classification. In no case shall a new employee be employed by the Board while there are laid off employees who are qualified for a vacant or newly-created position.
4. Employees whose positions have been eliminated in a classification due to reduction in work force or who have been affected by a layoff shall have the right to assume a position for which they are qualified, which is held by the least senior employee in that classification whose hours are within fifteen (15) minutes of the affected employee.
5. In the event of a reduction in the work hours in a classification, an employee may claim seniority over another employee for the purpose of maintaining his/her normal work schedule, provided he/she has greater classification seniority than the employee he/she seeks to replace. In no case shall a reduction of any employee's work hours take effect until the Board gives ten (10) work day written notice to the affected employee(s).
6.
 - A. Laid-off secretaries shall have the right to assume a position as an aide provided they have more seniority.
 - B. Laid-off clerks shall have the right to assume a position as an aide provided they have more seniority.

- C. Laid-off aides shall have the right to assume a position as a Lunchroom Assistant.
 - D. Lunchroom Assistants shall not have the right to assume the position of the least senior aide; however, they shall have the right to apply for any vacancy for the provisions of Section D.
7. A laid-off employee shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid-off employees may continue their fringe benefits by paying the regular monthly per subscriber group rate premium for such benefits directly to the respective carrier(s) subject to the limitations of those carrier(s).
 8. Laid-off employees shall be recalled in reverse order of layoff to any position for which they are qualified. Any employee who has served more than ninety (90) consecutive calendar days in a classification shall be deemed qualified for any position in that classification except those employees temporarily employed under provisions of Article 6, Section D, Paragraph 6.

Temporary employees are paid at the lowest step of the classifications without any benefits as spelled out in the Contract.

Laid off employees shall be recalled, if qualified, to fill a temporary vacated position.

Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Board notified as to his/her current mailing address. A recalled employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The Board may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the five (5) day period. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall forfeit his/her seniority rights.

9. Employees on layoff shall retain their seniority for purpose of recall for a period of two (2) years. Any employee on layoff for more than two years shall lose his/her seniority and any further rights under this Agreement.

G. Working Conditions - General - Miscellaneous

1. All aides and clerks will work their full contractual day on every student day that students are in attendance all day. A principal and aide, clerk, secretary, lunch assistant may agree to compensatory time to fulfill the number of required working hours. The normal work day for secretaries shall be eight (8) hours per day.
2. No employee shall be required to care for a sick child or transport any student to a doctor or home except that the Board shall assume full liability for such action.
3. Definition: Full-time employee - any member of the Bargaining Unit who is employed a minimum of seven (7) working hours and one-half (1/2) hour lunch. This change will not affect current six and one half (6 1/2) hour employees benefits. Current members will not have their 1996-97 pro-rated amount or percent decreased unless their number of hours decreases.
4. Daily schedule to be determined by the principal.
5. The half hour lunch period is an unpaid lunch period.
6. Unused sick leave - If ten years of service or more have been accumulated by an employee of either classification, and upon voluntary separation or retirement, the employee may receive, upon request, twenty dollars per day (\$20.00) for each day of unused sick days accumulated up to a maximum of one hundred (100) days.
7.
 - a. The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be altered, increased, or transferred to persons not covered by this Agreement.
 - b. The Board agrees that supervisors or non-unit personnel shall not be used at any time to displace employees regularly employed in the bargaining unit, except in emergencies when union employees are not available or have refused to do the work as assigned, except in cases where unsafe conditions are being charged by an employee. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to be of a recurring nature.
 - c. The Board will continue its established policy and practice of giving employees a preference for work they have customarily performed. In accordance therewith the Board will not subcontract work unless: (a) the skills and equipment needed to perform the work specified are unavailable in the school system or (b) the schedule for such work cannot be met with the equipment or skills available for such work.

8. Working Conditions

- a. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- b. The Board shall reimburse the employee for the damage or destruction of personal property which was used on school premises, when the damage or destruction is not the result of the employee's negligence, up to \$100.00 per incident, only after employee has exhausted claim options available with private insurance coverages owned by employee.
- c. In the absence of a building supervisor (principal), or designee, employees shall not be held accountable or made responsible for the administration or supervision of the building.
- d. No employee shall be required to enter a building alone or to be left alone in a building.
- e. Employees may use such physical force with a student as is necessary to protect him/herself, a fellow employee, a teacher, an administrator or another student from attack, physical abuse or injury, or to prevent damage to district property.
- f. No employee shall be required to dispense or administer medication or perform medical procedures (medically fragile aide) or perform least restrictive environment procedures (special education aide). An employee may voluntarily choose to dispense medicine or administer a medical procedure/least restrictive environment procedure. Said employee will receive training for the medical procedures/least restrictive environment procedures required and be covered by the standard liability policy of the District. The employee may request additional training in performing the procedure(s) at any time.

It is understood that the Board of Education needs qualified employees in each building to service the needs of the medically fragile/LRE student and for the dispensing of medication of students. This employee may be the same person or may be more than one person.

Qualified employees may volunteer for these additional assignments. If qualified employees in a building do not volunteer, then qualified employees from another building who volunteer may transfer.

Employees who volunteer to service the medically fragile/least restrictive environment student or to dispense medication will have super seniority in their classification.

If no employees volunteer, then the Board of Education reserves the right to lay off the lowest senior aide and employ a new aide who qualifies and volunteers to service medically fragile students, least restrictive environment students, or is willing to dispense medication to the appropriate students.

The Board of Education will determine qualifications and will provide training as needed.

This may cause reduction of hours or layoff of less senior employees (aides).

If employees voluntarily administer medications, perform medical procedures, or provide health-related services to a student, the district shall provide:

1. Appropriate training to the affected employee
2. Written instructions as to the procedure
3. Name and telephone numbers of physicians and parents of the student
4. Provide an adult witness to the procedure
5. Provide an adult to witness the procedure and assist, if necessary. This witness assistant must be at no cost, and CLASA members other than medically fragile/special education aides must be available to assist.

Appropriate waste containers, gloves, masks, and sanitized deodorizers will be provided each building for employee use.

Pertaining to the protective health measures, the District will communicate and adjust its policies as revisions are promulgated by the governing health agencies. The Board of Education will comply with established county, state, and federal guidelines related to the dispensing of medication and the handling of body fluids, etc.

When the services of an aide specified by an IEPC, the aide may be involved in the IEPC and if unable to attend the IEPC informed of the final results of the IEPC.

- g. A break room shall be provided. Employees will abide by the District policy on smoking in school buildings.
- h. Employees shall not be required to register new voters in the District other than at their regular work station and during regular work hours. Registration of voters other than parents enrolling new students shall occur only on designated days, not to exceed three (3) days per year. Assignment of registration duties shall be by seniority, with the least senior employee being assigned the responsibility.

- i. Participation by an employee in School Improvement Program (SIP) committees shall be voluntary. The employee’s participation on such committees shall not be a factor in the employee’s evaluation. If any decision of the SIP committee recommends action that runs counter to this Agreement, these actions will be subject to the negotiation process.
9. The school calendar shall be the calendar bargained with the Croswell-Lexington Education Association. All bargaining unit members shall be furnished a copy of the calendar as soon after publication as practicable.

ARTICLE VII
LEAVE TIME PROCEDURES

A. Paid Leave Time

- 1. All employees will be granted one (1) day of sick leave for each month in which they actually work at least ten (10) days, subject to a maximum of twelve (12) work days in one (1) year and accumulative to one-hundred twenty (120) days. School year employees shall earn ten (10) sick days per year. One (1) personal business day will be allowed from sick leave days.
- 2. Leave benefits are not accrued in advance of accumulation. When leave accumulations are exhausted, such employees shall not accrue any more days unless working. Leave shall be allowed for and limited to the following reasons; any and all of the following shall be charged against the total accumulated leave days.
 - a. Personal illness, injury or quarantine. (In any illness of five (5) days or more, or in case of repeated absences for illness, an employee may be requested to secure a physician's validation of such illness.)
 - b. Illness or injury to immediate family (three (3) days per occurrence). Immediate family: father, mother, sister, brother, son, daughter, spouse, mother-in-law, father-in-law or anyone living in household. Extension or other related requests shall be made in writing when possible to the employee's immediate supervisor and approved by the superintendent.
 - c. Death in immediate family (five (5) days per occurrence). Death of other family members limited to grandparents, brother-in-law, sister-in-law, aunts, uncles, three (3) days per occurrence. Extension of this leave or other requests relative to attending funerals shall be arranged, prior to leave, with building principal and superintendent.
- 3. An employee called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between his/her

regular pay and pay received for the performance of such obligation. These days shall not be charged against accumulated leave time. This section shall not apply if the employee is the moving party in litigation against the Board of Education.

B. Unpaid Leave Time - Leave of absences may be granted for the following reasons:

1. Maternity Leave - Request for a maternity leave of absence by a female employee shall be made at least six (6) months or as soon as the pregnancy is determined, prior to the expected birth of a child. Medical certification of the pregnancy is required; this certification must include a statement indicating the employee is physically capable of performing assigned duties and that such duties would not be injurious to the health of the employee and the unborn child.
A maternity leave shall begin on a date mutually agreed upon by the employee, her physician and the Board. In cases where the performance of the employee is adversely affected by the pregnancy, the Board shall establish an earlier beginning date for the leave than was previously agreed upon. The maternity leave following the birth of the child may be for up to one (1) year. An employee who indicates in writing prior to the birth of the child an interest in returning to duty within twelve (12) weeks following the birth of the child shall be assured that her own position will be available to her upon her return within, but not exceeding, the twelve (12) weeks. An employee wishing to have the maternity leave extended beyond the twelve (12) weeks up to a year will be able to return to a comparable position when available.
2. Leave of absence without pay for up to one (1) year for other reasons may be granted by the Board and such requests should be initiated through the immediate supervisor of the employee. When mutually agreed by both the Board and the Association officers, an employee may be employed on a temporary basis for the period of that leave.
3. An extension beyond the one year leave of absence may be granted by mutual agreement of the Board and the Association officers.
4. Following the termination of any leave of absence, the employee shall be offered the first vacancy occurring within his/her classification. The employee shall be given consideration for a vacancy for which she/he is qualified.
5. Employees on unpaid leave of absence shall not accumulate sick days, vacation days or other benefits. Placement on the salary schedule, unused sick days, unused vacation days or any other benefit shall be held in escrow until the employee on leave returns to work or terminates employment with the District. Employees may arrange to maintain their insurance coverages with the vendor during an unpaid leave of absence. Payments may be processed through the Business office of the school district.
6. Upon request employees shall be granted unpaid leave days as follows:

- a) Three (3) unpaid leave days upon two (2) week notice subject to the restrictions of Paragraph A (d) (2) above.
- b) One (1) unpaid leave day with one (1) week notice and no other restrictions, except as specified below.
- c) Unpaid leave days shall be restricted to one (1) usage per building and/or three (3) usages per District per day.

C. Forced Leaves of Absence

1. The Board may, at its discretion, require any employee to submit to a physician's examination at any time. The Board reserves the right to designate the physician or physicians to administer such an examination provided, however, the Board pays for the examining physician's fees.
2. The Board may, without the employee's request, give the employee a one (1) year leave of absence without pay except for accrued sick leave time, upon the written recommendation of a school designated physician. However, it shall be the right of the employee involved to also select his/her own physician at his/her own expense, and in the case of conflict between the two reports an additional professional opinion, at the Board's expense, shall be sought before the Board may enforce such a leave of absence without pay.
3. For just cause, the Board may temporarily suspend an employee from duty without pay, pending an investigation of the actions causing suspension. In the event the suspension is deemed unjust, the employee shall receive full compensation for all time lost and full restoration of all other rights and conditions of employment, and all records of the incident shall be destroyed.

ARTICLE VIII
EVALUATIONS

A. Evaluation Procedures

1. The evaluation procedure is designed to serve both a guidance and evaluation function. The employee should have an opportunity to be familiar with the rating form. This will serve the dual purpose of keeping before the employee the objectives she/he is expected to achieve and will provide an excellent basis for self-evaluation if so desired.

The superintendent or his designee shall maintain a personnel record for each employee. Such a record must include a written evaluation to be completed at least every two (2) years with the first evaluation to be done in the first year of employment. In any year that an employee is not evaluated, that employee's performance shall be deemed satisfactory. The evaluation form to be used is

attached as Exhibit A. All evaluation forms shall be signed by the employee indicating his/her receipt of a copy of the same. However, such signature will imply neither agreement nor disagreement with the evaluation.

2. Each employee shall have the right to review the contents of his/her own personnel file in regard to evaluation reports, and anecdotal records except pre-employment evaluation (probationary). A representative of the Association may accompany the employee in this review. A representative from Administration/Supervision will be present while the review of the personnel file is being made. (Employees will be informed when materials of an adverse nature will be placed in their file. Complaints against the employee shall be signed. If the employee wished to do so, a letter may be written and placed in the file if the employee feels the complaint is not valid and his/her reasons for argument. If an employee is requested to sign material of an adverse nature placed in the file, such signature shall mean awareness but not necessarily agreement.)

3. Secretaries shall be evaluated by their immediate administrative supervisor. Aides and Clerks shall be evaluated by the supervisor to whom they are assigned. Where an aide/clerk is assigned to several supervisors, they shall consult with each other prior to writing one (1) evaluation of that aide/clerk.

ARTICLE IX
INSERVICE

A. Association

1. The Association shall be allowed a total of four (4) days of leave without loss of pay to be used by Association members for Association business.

B. Employees

1. Inservice training (District-sponsored, Community Education, etc.) approved by the Superintendent for the employee over and above the normal work calendar shall be at District's expense. Incidental expenses related to the inservice training (i.e. mileage, parking, hotel, food) will be limited to \$22/day and shall be the District's expense. At no time will the hourly wages paid for inservices exceed eight (8) hours per day.

2. For training not approved by the Superintendent the District may provide partial cost.

3. An inservice training session requested of an employee over and beyond the contractual calendar shall be reimbursed at the regular hourly rate for the first sixteen (16) hours of inservice, that the Board requests, not including travel time to and from the place of inservice.

ARTICLE X
COMPENSATION

- A. The salary schedules which shall be in effect for the duration of this Agreement are contained in Exhibit B of this document.
1. Whenever an employee is absent more than three (3) consecutive work days and a substitute isn't called, employees who are requested to perform extra tasks shall be compensated extra pay per the number of hours worked.
 2. Overtime for employees will be paid after forty (40) hours of work per week at time and one-half with the approval of superintendent.
 3. Other than in the case of supervising kindergarten, young fives, and preschool students, bargaining unit employees shall not be placed in charge of a classroom except in case of an emergency. If a bargaining unit member is placed in charge of a classroom, except as provided above, that employee shall be compensated at the rate of time and one-half.
- B. Work schedules shall be determined by the employee's immediate supervisor by the first day of employment each year, except that upon employment, an employee shall be informed of the number of hours per day and weeks per year that shall be considered his/her schedule. Any changes in the work hours shall require ten (10) work days prior notice (except in extreme emergencies).
- C. Payroll will be distributed on the eighth (8th) and twenty-third (23rd) of each month. Payrolls are computed by dividing the total annual wage by the number of pay periods falling within the contracted time. School year employees shall have the option of having their pay equally prorated over twenty (20) or twenty-four (24) pay periods.
- Pay for any employee hired after May 1, 2007 will be based on actual hours worked during each two-week pay period.
- All employees hired after July 1, 2003 must use direct deposit for 100% of the net pay of their regular bi-weekly paycheck.
- D. Vacations
1. All fifty-two (52) week employees shall receive two weeks (10 working days) annual vacation (non-accumulative). Vacation will be computed, based on the fiscal year of the school district (July 1 to June 30). Vacation will be pro-rated during the employees first year of employment at 10/12th of a day for each month worked.
 2. All fifty-two (52) week employees shall receive three (3) weeks (15) working days, vacation annually with pay after ten (10) consecutive years of employment. Time on lay-off from the District shall not count towards the ten (10) consecutive

years of employment nor shall it constitute an interruption of consecutive years of employment. (Weeks are non-accumulative from one year to the next.)

3. Vacation time to be arranged with the employee and his/her immediate supervisor. Accumulated vacation time for the year may be used in a block or in periods of one or more days.
4. All days of vacation will be used within fifty-two (52) weeks following eligibility.

E. Holiday Reimbursement

Full time secretaries, aides and clerks who work during the week of the Fourth of July and/or Labor Day, Thanksgiving Day and Memorial Day will receive Holiday Pay for that day if it occurs on a Monday through Friday. The Board shall pay Holiday Pay for up to one (1) of the aforementioned Holidays if it occurs on Saturday or Sunday.

F. Hospitalization Plan

1. The Board declares itself the insurance policy holder. The Board shall provide to employees and their dependents who qualify under the terms of, and as provided in this agreement, a high deductible HSA health plan. Employees will be responsible for 10% of the premium. The district will fund the deductible. The district will offer self-funded vision, dental, and life insurance. (For those employees who received district health insurance as of June 1, 2011, they will receive a one time, \$250 lump sum payment in their December 8, 2011 paycheck.)
2. The Board shall provide to full time employees \$150.00 per month in lieu of the coverage provided in Subsection 1. Part-time employees hired prior to July 1, 2010, shall receive a pro-rated benefit based on the number of hours worked divided by seven (7) hours or shall be entitled to a pro-rated amount of single subscriber health insurance premiums to be applied against health insurance costs. (Members working 6 ½ hours in 1996-97 will not have their 1996-97 pro-rated amount or percent decreased unless their number of hours decreases.) Lunch assistants are not eligible for insurance or cash in lieu.
3. Beginning with the 2010-11 contract, the Board of Education agrees to pay for employees who work 7 hours or more per day, an amount for health insurance not to exceed: \$500 per month for single coverage, \$1120 per month for 2-person coverage, and \$1240 per month for full family coverage. Part-time employees hired prior to July 1, 2010, who work less than 7 hours per day, shall receive a pro-rated amount for health care per month based on the number of hours worked. Lunch assistants are not eligible for insurance.

G. Benefits for Less Than Full-Time Employees

1. The Board agrees to allow part time bargaining unit members to choose at their own expense the health insurance coverage provided to full-time members at group rates.

H. Act of God Days

1. Days lost to "Act of God" (Snow, ice, fog, epidemics, etc.) may be rescheduled. A bargaining unit member working the school year required to work both an "Act of God" day and the subsequently rescheduled day shall be paid one days salary at his/her regular per diem rate for each rescheduled day.
2. The employee may charge Act of God days toward sick days or accept docked pay. (This is suspended for the 2010-11 school year only: Employees will be paid for the first three (3) "Act of God" days. After three (3) days, the employee may charge the missed day(s) toward sick days or accept docked pay.)

Employees will only be paid for hours worked on delayed starts or early dismissals. On early dismissals, secretaries, clerks, and extended day (YF/K) paraprofessionals may continue working if they choose to do so.

I. Lunch Period

1. All eight hour employees will be entitled to an unpaid uninterrupted lunch period of not less than one-half hour and a fifteen (15) minute relief period in the morning and a fifteen (15) minute relief period in the afternoon. Employees who work less than eight hours, but more than four and a half hours will be entitled to an unpaid uninterrupted lunch period of not less than one-half hour and a fifteen (15) minute relief period. Employees who work more than three hours and up to four and a half hours will be entitled to one fifteen (15) minute relief period.

- J. Any employee who uses his/her vehicle to conduct school district business shall be reimbursed at the current IRS rate.

ARTICLE XI

DISCIPLINE

- A. Constructive criticism shall be utilized to attempt to correct any deficiency in performance before disciplinary action is required unless the deficiency is a major offense such as, but not necessarily limited to: theft, assault, controlled substance abuse, and criminal sexual misconduct.

In cases of disciplinary action the following progressive discipline procedure shall be followed unless the offense is major. A major offense may necessitate by-passing the progressive discipline procedures:

1. First offense - verbal reprimand.

If the bargaining unit member is not satisfied with the result(s) of the meeting, she/he may formalize the complaint in writing as provided hereunder.

2. Formal Level 1: If a complaint is not resolved in a conference between the affected bargaining unit member(s) and his/her immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted, in writing, within five (5) days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent by the member to the Association and the immediate supervisor. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.

3. Formal Level 2: If the Association is not satisfied with the disposition of the grievance at Level I or if no disposition has been made within five (5) days of receipt of the grievance, the grievance shall be transmitted to the Superintendent or his designee. Within seven (7) days after the grievance has been submitted to the Superintendent, the Superintendent or designee shall meet with the Association on the grievance. The Superintendent or designee, within five (5) days after the conclusion of the meeting, shall render his/her written decision thereon with copies to the Association and the grievant(s).

4. Formal Level 3: If the Association is not satisfied with the disposition of the grievance at Level 2 by the Superintendent or if no disposition has been made within the period above provided, the Association may request mediation of the issue through the Michigan Employment Relations Commission within thirty (30) business days of the Step Two disposition.

5. Formal Level 4: Should mediation fail to resolve the issue, within thirty (30) days, the Association may submit the grievance to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. Neither the employer nor the Association shall be permitted to assert in such arbitration preceding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Association and employer.

C. Miscellaneous Conditions

1. The term "days" when used in this Article shall mean work days. Time limits provided in this Article shall be strictly observed, but may be extended by mutual written agreement.

2. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

3. Grievances filed as Association grievances may, at the option of the Association, be initiated at Formal Level 2 of the grievance procedure.
4. If any bargaining unit member for whom a grievance is sustained shall be found to have been unjustly discharged, she/he shall be reinstated with full reimbursement of all compensation lost. If any bargaining unit member shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action.
5. For the purpose of assisting a bargaining unit member or the Association in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the employer shall permit a bargaining unit member and/or an Association representative access to and the right to inspect and acquire copies of his/her personnel file and any other files or records of the employer which pertain to the affected bargaining unit member or any issue in the proceeding in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.
6. A bargaining unit member who must be involved in the grievance procedure during the work day shall be excused with pay for that purpose.

ARTICLE XIII

GENERAL - MISCELLANEOUS

- A. Any case of assault upon an employee shall be promptly reported to the Board or its designated representative. For any such assault which occurs during the performance of official duties and within the scope of official school district policy, the Board will provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault and shall provide all reasonable assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.

Time lost by an employee in connection with any incident identified in this section shall not be charged against the employee.

- B. Clerks, aides, and lunch assistants will accept students' calendar for work schedule.
- C. Secretaries will be notified of their work schedule before June 30, prior to the start of the school year. Secretaries may be asked to work additional week(s) before and/or after if requested in writing by their principal with written approval of the Superintendent.

ARTICLE XIV

NEGOTIATIONS PROCEDURE

- A. Reopening of salary schedule negotiations is dependent upon the consent of both parties to this Agreement, except that at least sixty (60) days prior to the expiration of this

Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of members of this Association.

- B. In any negotiations described in this section, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside of the school district. It is recognized that no final Agreement reached between the parties may be executed without ratification by a majority of the Board of Education and by the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary authority to make proposals, consider proposals, and make concessions in the cause of negotiations, subject only to such ultimate ratification.
- C. If the parties fail to reach an Agreement in any negotiations, either party may invoke the assistance of the Michigan Employment Relations Commission or take any other lawful measure which may be considered appropriate.
- D. All negotiations on behalf of the Association shall be held outside of the normal hours of service for employees, unless otherwise agreed by both parties.

ARTICLE XV

SUMMER SCHOOL AND SUMMER WORK

- A. All bargaining unit summer school positions shall be posted and filled per the provisions of Article VI, D by the end of the School Year.
- B. Compensation for summer school positions shall be per the Wage Schedule in Exhibit B excluding non-bargaining unit employees, i.e., summer migrant aides.
- C. Opportunity for summer work other than summer school shall be allocated as follows:
 - 1. Employees wishing summer work shall notify the Superintendent's Office prior to the end of the school year.
 - 2. The employee whose position affords the opportunity for additional work shall be given first opportunity to perform the work.

(i.e., Secretarial work in the High School will be offered to the most senior qualified secretary in the High School if the work is normally performed by the High School secretary.)
 - 3. If the above employee declines the work, the work shall be offered in the order of seniority to employees in that classification who have notified the Superintendent's Office of their desire for summer work. If no employee in that classification accepts the work, the work may be offered to the most senior employee desirous of summer work in another classification.

EXHIBIT A
EVALUATION FORM FOR SECRETARIES, CLERKS, AIDES AND LUNCH ASSISTANTS

EMPLOYEE'S NAME _____ DATE _____

CLASSIFICATION _____ SUPERVISOR _____

WORK LOCATION _____

		Needs			
		<u>Satisfactory</u>	<u>Improvement</u>	<u>Unsatisfactory</u>	<u>N/A</u>
1.	Attendance	(_____)	(_____)	(_____)	(_____)
2.	Punctuality	(_____)	(_____)	(_____)	(_____)
3.	Appearance	(_____)	(_____)	(_____)	(_____)
4.	Cooperation	(_____)	(_____)	(_____)	(_____)
5.	Dependability	(_____)	(_____)	(_____)	(_____)
6.	Adaptability & flexibility	(_____)	(_____)	(_____)	(_____)
7.	Confidentiality	(_____)	(_____)	(_____)	(_____)
8.	Initiative	(_____)	(_____)	(_____)	(_____)
9.	Communication Skills	(_____)	(_____)	(_____)	(_____)
10.	Positive Attitude	(_____)	(_____)	(_____)	(_____)
11.	Public Relations	(_____)	(_____)	(_____)	(_____)
12.	Uses Good Judgment	(_____)	(_____)	(_____)	(_____)
13.	Accepts Constructive Criticism	(_____)	(_____)	(_____)	(_____)
14.	Shows Courtesy to Others	(_____)	(_____)	(_____)	(_____)
15.	Manages Time Efficiently	(_____)	(_____)	(_____)	(_____)
16.	Follows Directions Easily	(_____)	(_____)	(_____)	(_____)
17.	Pays Attention to Detail	(_____)	(_____)	(_____)	(_____)
18.	Relates Well to Students	(_____)	(_____)	(_____)	(_____)
19.	Relates Well to Parents	(_____)	(_____)	(_____)	(_____)
20.	Relates Well to Staff	(_____)	(_____)	(_____)	(_____)
21.	Performs Duties as Stated in Job Description	(_____)	(_____)	(_____)	(_____)

EXHIBIT B
2010-11 SALARY SCHEDULES

2010-11 Salary Schedule		
Classification	Step	2010-11
Instructional Aides	1	10.40
	2	10.97
	3	11.70
In School Suspension Supervisor	1	10.40
	2	10.97
	3	11.70
Pre-school Aides	1	10.40
	2	10.97
	3	11.70
Extended Day (YF/K) Paraprofessional	1	11.12
	2	11.67
	3	12.38
Medically Fragile Aides (employed as medically fragile aide for 2009-10 school year)	1	10.91
	2	11.47
	3	12.41
Medically Fragile Aides (employed as medically fragile aide after 2009-10 school year)	1	10.40
	2	10.97
	3	11.70
Special Ed Aides (employed as special education aide for 2009-10 school year)	1	10.91
	2	11.47
	3	12.41
Special Ed Aides (employed as special education aide after 2009-10 school year)	1	10.40
	2	10.97
	3	11.70
Clerks	1	11.12
	2	11.67
	3	12.38
Lunchroom Assistants	1	8.44
	2	9.06
Secretary I	1	13.15
	2	14.39
	3	15.27
	4	16.08
Secretary II	1	12.66
	2	13.87
	3	14.74
	4	15.59

An employee selected (one per building) to dispense medication shall receive \$100 for each half of the school year.

EXHIBIT C

MEMORANDUM OF UNDERSTANDING

The Association understands that job skills and requirements change for a position from time to time, therefore, job descriptions need to be updated. After discussion with a Union representative, the Board will be allowed to make reasonable changes.

EXHIBIT D

JOB DESCRIPTION FOR SECRETARY I

- A. This job description incorporates all secretarial positions; however, it is recognized that secretarial functions vary depending on position.

- B. Responsible directly to the building principal or his designee.

- C. Responsible for performing secretarial and bookkeeping functions necessary in the efficient operation of an office. Shall include:
 - 1. Type correspondence, confidential information, reports, etc.
 - 2. Responsible for preparing and maintaining records.
 - 3. The secretary may be responsible for coordinating the office clerical operations for the administrator such as supervising office aides, student volunteers, temporary typists, etc.
 - 4. The secretary's position requires that she be able and willing to make minor independent decisions.
 - 5. Answers telephone and act as a receptionist, receiving and directing callers, giving information and scheduling appointments for the administrator.
 - 6. Keep books accounting for internal accounts and provide same for the auditor when requested.
 - 7. Keep files, operate office machines, duplicating machines, etc.
 - 8. Keep child accounting records.
 - 9. Assist the building principal in whatever other way requested that will result in an efficient operation.

- D. Qualifications
 - 1. High School graduate.
 - 2. Must pass basic skills test.
 - 3. Competency in typewriting.
 - 4. Ability to deal with staff members, faculty, students and the public with tact and courtesy.
 - 5. Dependable, loyal to school and supervisor.
 - 6. Must be able to present and maintain a good public image, and be able to conduct good public relations.
 - 7. Ability to handle confidential information with discretion.
 - 8. Ability to keep accurate bookkeeping records, child accounting records, hot lunch records, and prepare written reports.
 - 9. Minimum background in bookkeeping.

EXHIBIT E

JOB DESCRIPTION FOR SECRETARY II

- A. This job description incorporates all secretarial positions; however, it is recognized that secretarial functions vary depending on position.

- B. Responsible directly to the building principal or his designee.

- C. Responsible for performing secretarial and bookkeeping functions necessary in the efficient operation of an office. Shall include:
 - 1. Type correspondence, confidential information, reports, etc.
 - 2. Responsible for preparing and maintaining records.
 - 3. The secretary may be responsible for coordinating the office clerical operations for the administrator. Such as supervising office aides, student volunteers, temporary typists, etc.
 - 4. The secretary's position requires that she be able and willing to make minor independent decisions.
 - 5. Answers telephone and act as a receptionist, receiving and directing callers, giving information and scheduling appointments for the administrator.
 - 6. Keep files, operate office machines, duplicating machines, etc.
 - 7. Keep child accounting records.
 - 8. Assist the building principal in whatever other way requested that will result in an efficient operation.

- D. Qualifications:
 - 1. High school graduate.
 - 2. Must pass basic skills test.
 - 3. Competency in typewriting.
 - 4. Ability to deal with staff members, faculty, students and the public with tact and courtesy.
 - 5. Dependable, loyal to school and supervisor.
 - 6. Must be able to present and maintain a good public image, and be able to conduct good public relations.
 - 7. Ability to handle confidential information with discretion.
 - 8. Ability to keep accurate bookkeeping records, child accounting records, hot lunch records, and prepare written reports.
 - 9. Minimum background in bookkeeping.

EXHIBIT F

JOB DESCRIPTION AND QUALIFICATIONS OF LIBRARY CLERKS

The Library Clerk helps the Librarian in providing information and services to library patrons which includes both technical/clerical tasks and working directly with patrons.

A. Job Description

1. Helps patrons to locate and use Card Catalogs, indexes, audio visuals and other library materials and equipment.
2. Check out books and other materials.
3. Record and resshelf materials.
4. Receive and check deliveries.
5. Compiles overdue listings and sends overdue notices.
6. Files cards in the Card Catalog according to the system used.
7. Processes new materials which includes typing all necessary cards, spine lettering, ownership stamping and any other preparation necessary to get materials ready for patron use.
8. Repairs material.
9. Compiles bibliographies.
10. Type orders and reports.
11. Type correspondence at direction of Librarian.
12. Keep daily, monthly and yearly circulation statistics.
13. Resshelf books and other library materials.
14. Check cut AV equipment to teaching staff.
15. Refers a discipline of students to teacher present, or if no teacher is present, sends student back to classroom with report to administrator and teacher.
16. Assist with technology with the building.
17. Assist the library coordinator and building principal in whatever other way that will result in an efficient operation.

B. Qualifications

1. High School graduate.
2. Must pass basic skills test.
3. Ability to deal with students, staff and public with tact and courtesy.
4. Dependable and loyal to the school and building staff.
5. Must be able to present a good public image and able to conduct good public relations.
6. Ability to handle confidential information with discretion.
7. Master Library Systems (Dewey Decimals, etc.) to the satisfaction of the Librarian.
8. Competency in office procedures such as filing, simple bookkeeping, telephone.
9. Ability to use technology (i.e. Microsoft Office and Internet).

EXHIBIT G

JOB DESCRIPTION AND QUALIFICATIONS FOR ATHLETIC DEPARTMENT SECRETARY

- A. Responsible directly to the athletic director.
- B. Responsible for performing functions necessary in the efficient operation of the athletic program.
- C. Qualifications:
 - 1. High school graduate.
 - 2. Must pass basic skills test.
 - 3. Able to deal with staff members, faculty, students and the public with tact and courtesy.
 - 4. Able to present and maintain a good public image and conduct good public relations.
 - 5. Able to handle confidential information with discretion.
 - 6. Dependable and loyal to the school and staff.
 - 7. Competency in office procedures such as filing, simple bookkeeping, typing, and telephone.
- D. Responsibilities:
 - 1. Answer telephone and direct callers, giving information and scheduling appointments for the athletic director.
 - 2. Keep simple bookkeeping records.
 - 3. Keep files and operate office machines.
 - 4. Type orders, reports, programs, correspondence, etc.
 - 5. Assist athletic director in whatever other way requested that will result in an efficient operation.
 - 6. Work flexible hours/days at direction of athletic director.

EXHIBIT H

JOB DESCRIPTION AND QUALIFICATIONS OF MIGRANT BILINGUAL AIDES

A. Job Descriptions

1. Work with Migrant Bilingual director, federal program director and teachers in the building assisting the instructional activities of identified students.
2. Responsible directly to Migrant Bilingual Director operating on a schedule prepared by the principal, and Migrant Bilingual Director.
3. Assist the building principal and director in whatever way requested that will result in an efficient operation including the supervision of playground and lunch time duties.
4. Make home visitations as specified by the director.

B. Qualifications

1. High School graduate.
2. Must pass basic skills test.
3. Fluency in Spanish.
4. Ability to deal with students, staff and public with tact and courtesy.
5. Dependable, loyal to the school and building staff.
6. Must be able to present a good public image and able to conduct good public relations.
7. Able to work effectively with the students assigned by the teachers. (To the satisfaction of the teacher).
8. Ability to handle confidential information with discretion.

EXHIBIT I

JOB DESCRIPTION AND QUALIFICATIONS OF CLASSROOM INSTRUCTIONAL AIDES

A. Job Description

1. Work with building administrator, federal program director and teachers in the building assisting the instructional activities of identified students.
2. Responsible directly to teachers in the building operating on a schedule prepared by the principal identifying at all times the aides' supervisor.
3. Responsible for other duties which will assist teachers or free them for additional planning or teaching time with identified students.
4. Assist the building principal in whatever other way requested that will result in an efficient operation including the supervision of playground and lunch time duties.

B. Qualifications

1. Ability to deal with students, staff and public with tact and courtesy.
2. Dependable, loyal to the school and building staff.
3. Must be able to present a good public image and able to conduct good public relations.
4. Able to work effectively with the students assigned by the teachers. (To the satisfaction of the teacher).
5. Ability to handle confidential information with discretion.
6. High School graduate.
7. Satisfactory completion of district basic skills test.

EXHIBIT J

JOB DESCRIPTION/QUALIFICATIONS OF SPECIAL EDUCATION/MEDICALLY FRAGILE AIDE

A. Job Description

1. Assist building administrator, teacher, and other professionals with instruction and supervision of identified students (may include entering/exiting school, recess, and bus supervision).
2. Responsible directly to teachers in the building operating on a schedule prepared by the principal identifying at all times the aide's supervisor.
3. Assist teacher to free him/her for planning/teaching time with identified students.
4. Assist identified children with toileting (including changing diapers), dressing, and feeding.
5. Assist the building principal and teacher in whatever other way requested that will result in an efficient operation, including the supervision of playground and lunchtime duties.

B. Qualifications

1. High school graduate.
2. Able to satisfactorily complete the district competency test.
3. Able to deal with students, staff and public with tact and courtesy.
4. Dependable, loyal to the school and building staff.
5. Able to present a good public image and able to conduct good public relations.
6. Able to work effectively and patiently with the students assigned by the teachers (to the satisfaction of the teacher).
7. Able to handle confidential information with discretion.
8. Able to follow curriculum and instructor's written and verbal instructions.
9. Patient, understanding, and able to be satisfied with seeing small increments of progress.

EXHIBIT K

JOB DESCRIPTION AND QUALIFICATIONS FOR PRESCHOOL AIDE

A. Job Description

1. Supervises preschool students (including bus supervision).
2. Assists with all activities of preschool children.
3. Assists the preschool teacher in whatever other way requested that will result in an efficient operation of the program.

B. Qualifications

1. High school graduate.
2. Must pass Math Skills Test.
3. Able to work effectively with young children.
4. Able to deal with students, staff, and public with tact and courtesy.
5. Ability to handle confidential information with discretion.
6. Dependable, loyal to school and building staff.
7. Able to present a good public image - conduct good public behavior.

EXHIBIT L

QUALIFICATIONS FOR LUNCH ASSISTANT/RECESS SUPERVISOR

A. Job Description

1. Supervise students in the cafeteria.
2. Distribute milk.
3. Assist in serving lunches.
4. Record and collect funds.
5. Assist building principal in whatever other way requested that will result in efficient operation of program including playground and lunch time duties.

B. Qualifications

1. High School graduate.
2. Must pass Math Skills Test.
3. Demonstrate ability to keep hot lunch accounts.
4. Able to deal with students, staff, and public with tact and courtesy.
5. Dependable, loyal to school and building staff.
6. Able to present a good public image - conduct good public behavior.

EXHIBIT M

**JOB DESCRIPTION AND QUALIFICATIONS OF COMPUTER LAB
CLERK/SUPERVISOR**

A. Job Description

1. Supervise and assist students during lab time.
2. Enroll students in courses; modify courses to individual needs.
3. Compile student records; run reports for teachers and parents, keep teachers informed of student's progress or difficulty.
4. Collect statistics, data points, run history check and history back-up weekly.
5. Correct technical problems or contact CCC for assistance.
6. Order needed supplies or equipment (keyboards, earphones, etc.).
7. Customize program to target specific areas, generate worksheets for individual students.
8. Compile records and make schedule for classrooms and Title I student.
9. Refers discipline of students to teacher present, or if no teacher is present, sends student back to classroom with report to administrator and teacher.
10. Assist the building principal in whatever other way requested that will result in an efficient operation.

B. Qualifications

1. High School graduate.
2. Able to satisfactorily complete the district competency test.
3. Able to deal with students, staff, and public with tact and courtesy.
4. Dependable, loyal to the school and building staff.
5. Able to present a good public image and able to conduct good public relations.
6. Able to handle confidential information with discretion.
7. Able to organize materials.
8. Able to use computer.
9. Able to supervise students effectively.

EXHIBIT N

JOB DESCRIPTION AND QUALIFICATIONS OF IN-SCHOOL SUSPENSION ROOM SUPERVISOR

A. Job Description

1. Supervise the in-school suspension and detention room.
2. Assist students with assignments.
3. Coordinate assignments with teachers.

B. Qualifications

1. High School graduate, additional training preferred.
2. Must pass the District Basic Skills Test.
3. Able to deal with students, staff, and public with tact and courtesy.
4. Firm discipline skills.
5. Dependable, loyal to the school and building staff.
6. Able to work effectively and patiently with the assigned students.
7. Able to handle confidential information with discretion.
8. Able to follow curriculum and instructor's written and verbal instructions.
9. Organized

EXHIBIT O

**JOB DESCRIPTION AND QUALIFICATIONS OF KINDERGARTEN/YOUNG FIVES
EXTENDED DAY PARAPROFESSIONAL**

A. Job Description

1. Provide a safe, nurturing, and positive experience for students in the extension of their kindergarten program.
2. Provide activities that are developmentally appropriate:
 - play time
 - fine motor and gross motor activities
 - arts and craft activities
 - extensions of young fives/kindergarten curriculum in language arts, mathematics, science, and social studies
3. Exercise patience and tolerance when working with children
4. Supervise playground and lunchtime program
5. Operate on a schedule prepared by the principal
6. Assist the building principal in whatever other way requested that will result in an efficient operation of programs

B. Qualifications

1. High school graduate, associate’s degree in early childhood education or education courses preferred
2. Must meet federal qualifications for paraprofessionals to comply with *No Child Left Behind Act*
3. Passage of the district basic skills test
4. Able to work effectively with the students
5. Well-organized and creative
6. Friendly, positive attitude, flexible
7. Ability to deal with students, staff, parents, and public with tact and courtesy.
8. Dependable, loyal to the school and building staff
9. Present a good public image and able to conduct good public relations
10. Ability to handle confidential information with discretion

EXHIBIT P

CLASA Grievance Form

Building	
Assignment	
Name of Grievant	
Date of Informal Meeting with Principal	

LEVEL ONE (Principal Level)	
Date Cause of Grievance Occurred	
Contract Article/Section/Paragraph(s) Violated	
Statement of Grievance	
Relief Sought	
Signature of Grievant	Date
Acknowledgement of Building Representative	Date

Date Received by Principal	
Date of Meeting between Grievant and Principal	
Disposition by Principal	
Signature of Principal	Date

Position of Grievant or Association	
Signature of CLASA Grievance Chairperson	Date

LEVEL TWO (Superintendent Level)	
Date Received by Superintendent	
Date of Meeting between Grievant, Grievance Chairperson, and Superintendent	
Disposition by Superintendent	
Signature of Superintendent	Date

Position of Association	
Signature of CLASA Grievance Chairperson	Date

LEVEL THREE (MERC Level)	
Date Submitted to MERC	
Disposition by MERC	
Signature of MERC Board	Date

Position of Association	
Signature of CLASA Grievance Chairperson	Date

LEVEL Four (Arbitration Level)	
Date Submitted to Arbitration	
Disposition by Arbitrator	
Signature of Arbitrator	Date