

**MASTER AGREEMENT  
BETWEEN  
SUTTONS BAY PUBLIC SCHOOLS  
AND THE  
SUTTONS BAY EDUCATIONAL SUPPORT STAFF**

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ARTICLE 1  
RECOGNITION

- A. The Suttons Bay Board of Education hereinafter called the "District" or "Board" hereby recognizes the Northern Michigan Education Association, affiliated with the MEA/NEA, hereinafter known as the "Association," as the exclusive the Public Employment Relations Act, as amended bargaining representative as defined in Section II of, for all full-time and regularly scheduled part-time teacher assistants, food service, custodial/maintenance, and bus drivers employed by the Suttons Bay Public Schools, but excluding temporary and substitute employees, supervisors, administrators, teachers and all other employees.
- B. All personnel represented by the Association in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "Bargaining Unit Members" or "employees."
- C. The Board of Education agrees not to extend these rights to any other labor organization for the duration of this Agreement.
- D. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4.

ARTICLE 2  
BOARD RIGHTS and RESPONSIBILITIES

- A. In order to carry out its responsibility for the development and operation of education programs providing the best possible educational opportunity for the Suttons Bay Public School District consistent with community resources, the Board retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law including by way of illustration, the following:
1. The supervision, direction and control of the management and administration of the school system, its properties and facilities.
  2. The right to hire all employees and subject to provisions of the law, to determine their qualifications, to discharge, demote, or otherwise discipline employees and to promote and transfer employees.
  3. The right to establish grades and courses of instruction including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.
  4. The selection of textbooks and teaching materials and various teaching aids.
  5. The right to determine class schedules, class size, the hours of instruction and the assignment of teachers and other employees with respect thereto.
- B. The exercise of the forgoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.
- C. Copies of the Master Agreement shall be printed at the expense of the Board and furnished to all bargaining unit members. The Association shall receive three (3) ADDITIONAL COPIES. All new hires shall receive a copy on the date of hire by the employer and be informed of their obligations under Article 15 by the Association.

ARTICLE 3  
ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The Association shall have the right to use school facilities outside regular school hours consistent with Board policy regarding public use of these facilities.
- B. The Association may post notices of its activities and matters of Association concern on staff bulletin boards and departmental bulletin boards.
- C. Elected representatives of the Association shall be permitted to transact official Association business on school property during non-duty hours, provided this shall not interfere with or interrupt normal school operations. The Association shall have the right to use the District e-mail service, according to the terms of the Acceptable Use Policy.
- D. The Association may use school inter-district mail service for communication to others.
- E. No bargaining unit member who has completed his/her probationary period shall be disciplined for arbitrary or capricious reasons.
- F. A bargaining unit member shall have prior notification of any meeting when disciplinary action beyond verbal reprimand can be reasonably expected.
- G. A bargaining unit member shall be entitled, at the request of the bargaining unit member, to have present a representative of the Association during any meeting with administration where disciplinary action can reasonably be expected. When a request for such representation is made, no disciplinary action shall be taken with respect to the bargaining unit member until such representative of the Association is present.
- H. The member shall be entitled to the full rights of citizenship and no lawful Association, religious, or political activities of any member or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such member.
- I. Members will have the right to review the contents of their personnel records and files, with the exception of those items excluded from the definition of "personnel record" in the Bullard-Plawecki Employee Right to Know Act and to have a representative of the Association accompany him/her to such review. Reviews will be conducted at times convenient to the administration, but no later than ten (10) working days from the date of request. In the event that the district receives a Freedom of Information Act (FOIA) request for the personnel file(s) of any bargaining unit member(s), the District shall notify the bargaining unit member. The bargaining unit member will be provided an opportunity to review the contents before the release of the information.
- J. No disciplinary or evaluative material, originating after initial employment will be placed in his/her personnel file unless the member has had an opportunity to review the material. Unsigned or anonymous communications will not become a part of a personnel file.
- K. No action will be taken on any complaint against a member unless the complaint is in writing and signed by the complainant.

- L. The member may submit a written notation within ten (10) working days of knowledge of material regarding any material including complaints and the same shall be attached to the file copy of the material in question.
- M. When a member is requested to sign material placed in the file, such signature shall be understood to indicate his/her awareness of the material but shall not be interpreted to mean agreement with the content of the material.
- N. Under normal circumstances a system of progressive discipline will be followed that would consist of:
  - Verbal warning or reprimand by appropriate supervisor
  - Written warning or reprimand by appropriate supervisor
  - Suspension with or without pay
  - Dismissal

It is understood that a violation may be so significant or the employee's disciplinary history/record such that the disciplinary action required may involve skipping one or more of these steps to reach the appropriate level of disciplinary action.

- O. The Employer agrees to furnish to the Union in response to reasonable requests for all available information concerning the financial resources of the District, the budget, and such other information as will assist the Union in preparing for grievances and for negotiations. This information includes, but is not limited to: names, addresses, seniority, wage experience credit, anniversary dates of all bargaining unit members and compensation paid to them, agendas, minutes, and reports of or to all Employer Board meetings (excluding reports that are exempt from disclosure by law or that are made in closed session under the Open Meetings Act., and census and membership data.
- P. Special conferences for important matters of mutual concern may be arranged at the request of either party. Such conferences shall be scheduled within ten (10) calendar days of such request.
- Q. The Board's Equal Opportunity Policy regarding non-discrimination shall be followed.
- R. At the beginning of the school year, the Association shall be credited with five (5) non-cumulative paid days to be used to conduct Association business. These days may be used by the Association Officers or their designees who are members of the Association to conduct Association business under the following conditions:
  - 1. The Association shall request such leave from the Superintendent or his/her supervisor designee not less than forty-eight (48) hours in advance.
  - 2. No more than three (3) members may take said leave on the same day.
  - 3. No more than one event per month will be used for such leave.
  - 4. The Association shall reimburse the district for the cost of a substitute if a substitute is hired.
  - 5. The Request for Association Business Leave Form will be used stating the reason for the requested leave (see Appendix C).
  - 6. If extenuating circumstances warrant, the Superintendent or his/her supervisor designee may waive any of the above conditions.

ARTICLE 4  
DEFINITIONS

- A. School year employee: A bargaining unit member employed to work at least the number of required student days and whose employment follows the school calendar. The school year employee will also work up to four (4) additional professional development days.
- B. Twelve month employee: A bargaining unit member who is employed to work on a twelve (12) month basis.
- C. Work year  
Teacher Assistants: The work year shall be at least the school year calendar for students. Plus up to four (4) additional professional development days. Additional time that is requested by the supervisor shall be compensated according to their regular rate.  
School Year Custodians: The work year shall be the school year calendar for *students* plus up to four (4) additional professional development days. Bus runs will be a minimum of two (2) hours including pre-tripping and post-tripping. Additional time that is requested by the supervisor shall be compensated according to their regular rate.  
Twelve Month Custodians: The work year shall be the full year (52 weeks) with break periods, holidays, and vacations as listed in this Agreement.
- A day is defined as Monday through Friday when District Central Office is open.
- D. Seniority - Seniority shall be defined as the length of continuous, uninterrupted service within each classification, as defined in Paragraph F, of the bargaining unit in the district. Employees moving from one classification to another shall retain seniority accrued in any other classification in that classification, but may not transfer said classification seniority into the new classification assignment. Accumulation of seniority shall begin from the bargaining unit member's first working day in the classification in which seniority is accrued. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots. Seniority shall be lost by a bargaining unit member upon termination, resignation, or retirement. Bargaining unit members on layoff shall not accrue seniority, vacation days or other leave days.
- E. Probation - Probationary bargaining unit members shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work. The probationary period shall be sixty (60) work days.
- F. Classifications - For purposes of this Agreement, all bargaining unit members shall be placed in the following classification(s) based on their current assignments:
- a. Bus Driver
  - b. Custodial/Maintenance
  - d. Teacher Assistant
  - c. Bus Assistant
  - d. Teacher Assistant with teaching certificate and/or meeting NCLB Title I highly qualified standards
  - g. Food Service

ARTICLE 5  
WORKING CONDITIONS

A. School Closing

Twelve month bargaining unit employees are expected to work on each workday that schools are closed due to inclement weather or other emergency condition which requires the closing of a building unless notified otherwise by their supervisor. If the supervisor directs the employee(s) to not report for work then the affected employee(s) shall receive their regular compensation for each day missed. If the Michigan State Police (MSP) or the Michigan Department of Transportation (MDOT) recommends that no one travel unless there is an emergency situation, then all employees shall not be required to report for work and shall receive their regular compensation. The reporting time may vary based on the conditions and will be worked out between the employee and their supervisor.

School year employees shall not work on any day schools are closed due to inclement weather or other emergency condition. These employees will be paid for these days unless the days are rescheduled to be made up at a later date. In that event, the school year employee will not be paid for the missed or cancelled day, but will be paid for work on the rescheduled day. If inclement weather or an emergency is determined in a building and all employees in that building are directed by the Employer to be sent home early or report late, those bargaining unit members will receive pay for regularly scheduled hours unless the hours are rescheduled to be made up at a later date.

B. Work Areas, Supplies and Equipment

Employees work and work areas are to be kept clean and safe according to established federal, state and local standards. 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, as determined by the District, supplies and equipment that are in good repair to perform their assigned duties.

C. Student Discipline

All school employees have responsibilities in creating a safe and orderly environment. The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members assigned work areas. The Employer shall take reasonable steps in accordance with Board Policies and Administrative Regulations to assist the bargaining unit member in carrying out their responsibilities with respect to students who are disruptive or who repeatedly violate rules and regulations. The use of any physical force with a student is permitted only under the conditions set forth in Board Policy and related Administrative Regulations.

D. Medication

Bargaining unit members shall not usually be required to dispense or administer medication, or perform diapering or medically related services.

Bargaining unit members who are required to dispense or administer medication, or perform diapering or medically related procedures shall be given training to perform these roles.

E. Supervision

Each bargaining unit member's position shall be designated on the District's Organizational Chart. The employee shall report to and be evaluated by the designated administrator or supervisor for that position.

F. District School Improvement Committee

The Association may appoint up to three representatives to the District School Improvement Committee. Service on this committee shall be voluntary. Failure to serve on the School Improvement Committee shall not be considered in any evaluation.

G. Seniority List

The Employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared within thirty (30) work days after the effective date of this Agreement. By October 1 of each year, the Employer shall prepare a seniority list. Copies shall be posted in the Staff Room, Bus Building, Kitchen and Custodial Room and a copy given to the Association President by October 15th. Any bargaining unit member may submit a challenge in writing within ten (10) working days of the posting of the seniority list. If no challenge is made, the Employer's list will be regarded as conclusively accurate. The Association and Administration will meet to review challenge and correct or affirm the list within ten (10) working days. Seniority shall be lost by a bargaining unit member upon termination for cause, resignation, or retirement. If an employee retires, but desires to return to work after the required 30 day non-work period, the employee's position will be frozen during the 30 day non-work period and resumed upon his/her return for salary purposes only. However, retirees will only be considered for classification openings, overtime, extra activities after regular bargaining unit members are considered, by seniority, within the affected classification. If a bargaining unit member transfers to a non-bargaining unit position within the district, his/her seniority will be frozen.

H. Lunch Periods and Breaks

All bargaining unit members, except for bus drivers and bus assistants, shall receive unpaid lunch periods and paid breaks as follows:

Teacher Assistants - Full day teacher assistants shall receive 1/2 hour uninterrupted duty-free unpaid lunch period which shall be scheduled approximately mid-shift in addition to paid ten minute breaks for each three hours worked. Part-time teacher assistants shall receive one paid ten minute break for each three and one-half (3 1/2) hours worked.

Custodians - Eight hour custodians shall receive either an hour or a half-hour duty-free unpaid lunch, at the discretion of the Employer, which shall be scheduled approximately mid-shift in addition to two paid fifteen minute breaks each day. Part-time custodians shall receive one paid fifteen minute break for each three and one-half hours worked.



ARTICLE 6  
GRIEVANCE PROCEDURE

- A. A grievance shall be a complaint by a member of the bargaining unit that there has been a violation of any provision of this Agreement. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article;
1. The termination of services of, or failure to reemploy, any probationary member.
  2. The content of an employee evaluation.
  3. Any claim based upon alleged violation of a law or rule for which recourse is available in a court or administrative agency.
- B. The Association shall designate its own representative(s) within each classification to process grievances. The Association will give the Board written notification of the identity of the Association's representatives. The Board designates the building principal or classification supervisor to act as its representative at Level One as hereinafter described and the superintendent or his/her designee to act at Level Two as hereinafter described.
- C. Written grievances under this article shall conform to the following specifications:
1. It shall be signed by the grievant(s) and the Association.
  2. It shall be specific.
  3. It shall contain a synopsis of facts giving rise to the grievance.
  4. It shall cite the specific section(s) alleged to have been violated.
  5. It shall contain the date of the alleged violation.
  6. It shall specify the relief requested.
- D. Any grievance not in compliance with C. (1-6) supra, may be challenged as improper. Grievances challenged under this provision shall be corrected within time limitations hereinafter set forth.
- E. Time limitations hereinafter established may be extended only by written, mutual consent of the parties.
- F. Level One: A member of the bargaining unit alleging violation of any provision of this Agreement shall, within ten (10) days of the alleged violation, orally discuss the grievance with the building principal/supervisor. An Association representative may be present at this oral conference. If no resolution is obtained within two (2) days of the discussion, the member shall reduce the grievance to writing as described in C. (1-6) supra. The written grievance form must be submitted to the principal/supervisor within two (2) days of the oral discussion. Within five (5) days of the receipt of the grievance, the principal/supervisor shall answer the grievance expressing written disposition with a copy of the grievance returned to the aggrieved.
- If no decision is rendered within five (5) days of the receipt or the decision is unsatisfactory to the grievant and the Association, the grievant shall, within five (5) days, appeal same to Level Two by filing such written grievance.
- G. Level Two: A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the written grievance, the superintendent or his/her designated agent shall arrange a meeting with the grievant(s) and/or the designated association representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the superintendent or his/her designee shall render his/her

decision in writing, transmitting a copy of the same to the grievant and the Association classification representative.

If no decision is rendered within five (5) days of the discussion or the decision is unsatisfactory to the grievant and the Association, the grievant shall, within five (5) days, appeal same to Level Three by filing such written grievance.

H. Level Three: A copy of the written grievance shall be filed with the President of the Board by the Association Representative. Upon receipt of the written grievance, the President shall place the grievance on the agenda for the next regularly scheduled meeting of the Board. The Board shall render its decision not later than twenty (20) days after its hearing of the grievance.

I. Level Four: If the grievance is not resolved under the procedures set for the in the previous steps, either party may refer the grievance to the Michigan Bureau of Employment Relations for mediation, said submission to be made not later than fifteen (15) days following receipt of the answer to the grievance filed by the employer in Step II.

J. Level Five: If the Association is not satisfied with the disposition of the grievance at Level Four, it may, within ten (10) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of a mutually selected arbitrator to hear the grievance. If the parties cannot agree on an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association.

The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed in effect.

The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any terms of this agreement.

The arbitrator's fees and expenses shall be shared equally by the Board and the Association. All other expenses shall be paid by the party incurring the expenses.

Arbitrator hearings shall be held in the district unless the parties mutually agree to another location.

.K. Should a member or the Association fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a member or the Association fail to appeal a decision within the limits specified, further proceedings of the grievance procedure shall be barred. Should the administration or the Board fail to respond to a grievance within the time limitations herein established, the grievance shall be automatically advanced to the next level.

L. The processing of grievances or any consideration thereof, shall not be conducted during duty hours except by mutual consent.

Article 7  
BARGAINING UNIT MEMBER EVALUATIONS

- A. Employee evaluation is an integral component of school improvement. Administrators and supervisors shall provide employees who are being evaluated with:
- a. specific criteria on which the employee will be evaluated. This will primarily be their job description.
  - b. support and assistance
  - c. frank perceptions of performance
  - d. expectations for improvement and growth.

Employees shall ask for support and assistance from the Employer when the employee deems such assistance is required.

Employees shall offer suggestions to administrators and supervisors on ways to improve job performance.

- B. Probationary employees will be evaluated at the end of their sixty (60) day probationary period. Non-probationary employees will be evaluated at least every three (3) years.
- C. The evaluator(s) will collect and review performance related information from relevant documented sources. These sources may include formal and informal observation of employee's work, periodic inspections of the work area, feedback from personnel affected by the employee's work, employee self-evaluations and other sources that will lead to continued improvement in performance of all employees.
- D. Formal observations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the completion of observations supporting the evaluation and completion of the evaluation instrument. If the bargaining unit member disagrees with the evaluation, he/she shall submit a written response which shall be attached to the file copy of the evaluation in question.

If a supervisor believes a non-probationary bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the ways in which the bargaining unit member is to improve, and of the assistance to be given by the Employer towards that improvement.

- E. Following each formal evaluation, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report. The employee's signature on the evaluation does not imply agreement with the contents of the report.
- F. In the event a bargaining unit member is not continued in employment, the employer will advise the bargaining unit member of the specific reasons therefore in writing, and if the employee agrees, with a copy sent to the Association.
- G. Written evaluations will use the current form attached in Appendix C. If the form is modified, all affected employees will receive copies before the form is used in evaluation.

ARTICLE 8  
VACANCIES AND ASSIGNMENTS

- A. Vacancy Defined - A vacancy shall be defined as a newly-created or a present position that is not filled. If a position is not filled and a substitute is hired and works more than thirty (30) consecutive business days, then that person becomes a member of the bargaining unit with all the rights and responsibilities of membership.

Vacancy Posting - All vacancies shall be posted in a conspicuous place in each building of the district for a period of ten (10) workdays or five (5) days in case of an emergency with consultation with association president. Said posting shall contain the following information with a copy to the association president:

- a. Type of work
- b. Location of work
- c. Desired starting date
- d. Hours to be worked
- e. Classification
- f. Minimum requirements as reflected in the job description.

- C. Vacancy Notification - Interested parties may apply in writing to the Superintendent, or designee, within the posting period. Bargaining unit members who wish to be considered for any openings that may occur during the summer should submit a letter of interest before the last day of school. The posting will also be placed in the pay envelopes of those receiving paychecks through the summer.

- D. Award of Vacancy - In filling vacancies, preference will be given to applicants within the same classification including those on layoff in that classification based on the applicant's ability to meet the certifications and qualifications of the position and seniority.

- E. Selection - After completion of the selection process, the Employer shall make known its decision as to which applicant has been selected to fill the posted position. Each bargaining unit member who applied shall be so notified in writing with a copy provided to the Union.

- F. Multiple Assignments - Bargaining unit members may work in more than one classification. Their placement on the wage schedule will be based on their qualifications and experiences in each classification. Thus, their pay rates may vary in each classification. An employee who works in one unit and retains a position in that unit, but wishes to work in another unit as well may choose to keep the same wages and benefits from the first classification in the work for the second classification, or choose to do the work in each classification at the rate of pay and benefits for each respective classification. In no case may the cumulative work total of hours for the combined work exceed forty (40) hours per week without advanced authorization from the superintendent.

- G. Trial Period - In the event of a promotion or transfer from one classification to another, the bargaining unit member shall be given a thirty (30) workday trial in which to show his/her ability to perform on the new job. The Employer shall give the promoted *or* transferred bargaining unit member reasonable assistance to enable him/her to meet the Employer's standards of the new job. If the bargaining unit member is unable to demonstrate ability to satisfactorily perform the work required during the Trial Period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment. Successful completion of this Trial Period shall be credited towards the (60) sixty day Probationary Period.

H. Performance of Bargaining Unit Work by Non-Unit Employees - The Board agrees that generally, supervisors or non-unit personnel will not be used to displace bargaining unit members regularly employed by the District. The Board reserves the right to subcontract. When the Board is considering subcontracting, it will notify the Union as to that possibility prior to implementation.

ARTICLE 9  
REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

- A. If the Employer determines it necessary to reduce the work force, the Association shall be informed in writing at least two weeks prior to the anticipated reduction in work force, and the reason(s) for such reduction.
- B. The Employer will notify employees in writing a minimum of two weeks prior to any layoff. A copy of the notice to the employee will be sent to the Association at the same time.
- C. Substitute Priority - A laid-off bargaining unit member shall, upon application be granted priority status on the substitute list. Pay will be at the substitute rate. Contract benefits are not applicable to substitute positions.
- D. When the work force is increased after a layoff, employees will be recalled according to seniority. Recalled employees shall be reinstated with all accumulated sick leave and earned vacation time as of the time of layoff as well as same placement on the salary schedule at the time of layoff. The recall notice shall state the time and date on which the bargaining *unit* member is to report back to work and the employee's current status regarding sick leave and earned vacation time. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address.
- E. The Employer shall give written notice of recall from layoff by mailing a registered or certified letter to the employee at the last address the employee has left with the Employer with a copy forwarded to the Association at the same time. If an employee fails to report for work within ten (10) calendar days of mailing, he/she shall be considered a quit. The ten (10) day period may be waived by mutual agreement between the Association and the Superintendent.
- F. Any layoff under this article shall suspend for the duration of the layoff the Employer obligation to pay salary or fringe benefits under this Agreement. The employee will be notified of options in regard to paying for benefits lost during layoff.
- G. Bargaining unit members on layoff shall not accrue seniority, vacation days or other leave days.
- H. A bargaining unit member who does not work during scheduled school breaks and is subsequently paid unemployment compensation benefits (associated with his/her regular bargaining unit assignment) during the summer or during the break time, and who then subsequently returns to his/her regular position at the beginning of the next school year or after the break shall have his/her compensation reduced by the gross dollar amount of the unemployment compensation benefits he/she was eligible for and received prior to returning to his/her position with the District.

ARTICLE 10  
LEAVES OF ABSENCE WITH PAY

- A. Twelve month employees may earn up to twelve days of sick leave per year at the rate of one per month. School year employees may earn up to ten days of sick leave per year at the rate of one sick day for every 18 days worked. The unused portion of sick leave may accumulate from year to year to a maximum of seventy-five (75) days. Those employees who at the end of the 2009-2010 school year had over 75 days sick leave accumulated will have a maximum of 120 days of accumulated sick leave. The members may use all or a portion of this leave to recover from his/her own illness/injury. In the case of an emergency, additional sick days may be granted at the discretion of the Board or its designee. Minimum time debited for the use of sick leave shall be in one-hour increments. Upon retirement, an employee shall receive compensation for unused sick days at the rate of fifty per cent of Step One daily rate in his/her classification.
- B. A bargaining unit member shall have up to five bereavement days per year for a death in the immediate family to take care of funeral arrangements, attend a funeral, and for disposition of property, not chargeable against the sick leave balance. Immediate family shall be the member's parents, spouse, children, grandchildren, siblings, step-parents, grandparents, mother-in-law, father-in-law, grandparents-in-law or sister/brother in law. Any days needed for bereavement which are not part of the aforementioned family will be deductible from sick leave and are to be Any days needed for bereavement for people not included in the immediate family list, and any days needed in excess of the yearly total mentioned in this section will be considered on a case by case basis by the Superintendent or his/her designee.
- C. A bargaining unit member may use sick days to attend to the illness/injury of a member of the immediate family. In the case of an emergency, additional sick days may be granted at the discretion of the Board or its designee.
- D. A member required to perform jury duty or appear as a witness under subpoena in a court of law shall receive his/her regular compensation and shall remit the court-paid fee, less court-paid expenses, directly to the administration.
- E. Approved Absence Days: Two (2) days per work year may be granted by the Superintendent or his/her supervisor designee for an Approved Absence Day for an employee to conduct business which cannot be conducted outside regular work hours. The use of Approved Absence Days shall be subject to the following conditions:
- 1) Notification must be made in writing stating the reason for the requested absence to the Superintendent or his/her designee at least twenty-four (24) hours prior to the day requested using the Approved Absence Request Form (Appendix A) except in an emergency situation. The Superintendent's decision or his/her supervisor designee's decision on the request shall be final.
  - 2) Approved Absence Days shall not be used for personal gain or recreational (hunting, camping, shopping, etc.) purposes.
  - 3) Approved Absence Days may not be taken the day before or day after a holiday or vacation period. Leaves may not be taken the first day of the school year or the last day of the school year.
  - 4) Exceptions to the above provisions may be granted on a case-by-case basis by the Superintendent or his/her supervisor designee whose decision shall be final.
  - 5) Unused Approved Absence Days will be carried over as sick days.
  - 6) Improper use of Approved Absence Days by an employee will result in the loss of wages and benefits for that day(s) as well as loss of Approved Absence Days for a three (3) year period following such misuse.

E. Dock Days

Employees may request up to three dock days per year. Application must be made in writing and approved by the superintendent at least one week in advance.



ARTICLE 11  
LEAVES WITHOUT PAY

- A. A leave of absence may be granted by the administration. Any leave of absence under this provision shall be taken without pay or accrual of contractual benefits (e.g., sick leave), unless otherwise covered under the Family and Medical Leave Act (FMLA).. Leaves may be granted for the following reasons:
1. Full-time academic or vocational study related to the employee's work area.
  2. Other full-time educational participation involving demonstrable advantage to the district.
  3. Campaigning for a full-time political office.
  4. Recovery from an illness/injury which exceeds the accumulated sick days allowance upon presentation of medical evidence demonstrating the nature of the illness/injury.
  5. Other reasons (e.g., maternity, child care, adoption, family trips) approve in conformity with the provision of this Agreement, at the discretion of the Administration and availability of replacements, unless otherwise covered under FMLA..
  6. Leaves for medical reasons.
  7. Seniority shall not accrue while a bargaining unit member is on leave.
- B. Members required to perform military service will be granted leave of absence under provisions of applicable federal law.
- C. A leave of absence must be requested in writing to the superintendent not less than thirty (30) days prior to the desired starting date of the leave. The actual starting date and date of return from leave will be decided by mutual agreement of the member and the superintendent. Exceptions to this provision may be granted at the discretion of the Board.
- D. An extension of the leave, not to exceed one (1) year, may be granted at the discretion of the Board provided that the member places a request for extension in writing not later than forty-five (45) days prior to the return date established under Paragraph D supra. Exceptions to this provision may be granted at the discretion of the Board,
- E. Upon return from a leave of absence, a member shall be assigned to the former position, if available, or an equivalent position.
- F. A member may use accumulated sick days up to the starting date of the leave provided he/she performs all contractual duties and responsibilities.
- G. Members on unpaid leave of absence who desire to maintain their medical insurance may, subject to the provisions of the carrier, make provision for payment of the premium. The Board has no obligation to pay any insurance premium for a member on unpaid leave of absence, except as otherwise required for bargaining unit members entitled to continuation of insurance under the Family and medical Leave Act..

ARTICLE 12  
VACATIONS/HOLIDAYS

- A. Vacation - Twelve month bargaining unit members shall receive paid vacation time after they have worked at least six months. During the first year, the employee will earn up to five (5) vacation days at the rate of one (1) per month beginning with the seventh month. In each succeeding year they may earn one (1) additional day per year up to a maximum of ten (10) vacation days per year for years six through eight. After year eight they may earn one additional day per year up to a maximum of fifteen (15) vacation days per year. Vacation days must be used between June 15th and August 15th unless alternate dates are mutually agreed to by the Employee and Superintendent or his/her supervisor designee. Scheduling of vacation dates must be made with the employee's supervisor so as to minimize the impact of the absence. Should more than one employee request the same date(s), the affected bargaining unit member having the greatest seniority shall be granted his/her preferred vacation date(s) if necessary. Vacation dates must be used within a calendar year of their being earned unless otherwise authorized in writing by the superintendent or his/her supervisor designee. Requests for "alternate" vacation days and "carry over" vacation days must be made in writing using the Alternate Vacation Days Request Form (See Appendix B).
- B. Holidays - Twelve month bargaining unit members shall have the following days off with pay. Pay will be for the regularly scheduled hours of each bargaining unit member. Should the day off fall on a Saturday or Sunday, either Friday or Monday shall replace that day.

New Years Day  
Good Friday  
Memorial Day  
July 4th  
Labor Day  
Thanksgiving Day and the day after  
Christmas Eve (1/2 day)  
Christmas Day

School year Bargaining unit members shall have the following days off with pay. Pay will be for the regularly scheduled hours of each bargaining unit member. Should the day off fall on a Saturday or Sunday, either Friday or Monday shall replace that day. New  
Years Day

Good Friday  
Memorial Day  
Thanksgiving Day and the day after  
Christmas Eve  
Christmas Day  
New Years Day

- C. If it is necessary for the bargaining unit member to work on one of the above designated holidays, approved or ordered by their supervisor or superintendent, the employee may choose overtime compensation or equivalent comp time at double their regular rate.

ARTICLE 13  
COMPENSATION

- A. Increase in wages within classification will occur on the first day of the new fiscal year, effective the first day the employee works in a regular capacity in that classification. Anniversary dates for employees will not affect pay increases.
- B. Overtime Pay - Time and a half or comp time will be paid/given for any time worked in excess of forty (40) hours in any given week. Overtime must have the prior approval of the supervisor and the superintendent, except in emergencies. Overtime or extra activity hours will be offered on a rotation basis school wide by classification seniority and will include full and part time employees.

An overtime list by classification will be maintained and kept current by the classification supervisor. Employees turning down overtime will be moved to the bottom of the overtime list.

Extra Activity Hours

1. Custodial – will be offered on a rotating basis, school wide by seniority and will include full and part-time employees.
  2. Food Service – Whenever the Food Service Facility is being used by an outside group and a bargaining unit member is assigned to work, the assignments will be offered on a rotating basis school wide by classification seniority. The pay for these non-school activity extra hours will be \$12.00 per hour.
  3. Bus Drivers – Extra activity bus runs, other than those regularly scheduled during the school year, will be offered on a rotational basis by seniority and if known in time, will be posted at least two (2) days in advance.
- C. Substitutes - During the school year, the Employer shall generally provide substitutes, if available, as required by the absence of a regular bargaining unit member. Part-time bargaining unit members may apply for sub work and shall be given priority based on seniority and qualifications for such work provided such assignment would not result in overtime pay. This work shall be performed at the substitute rate of pay, and is not subject to other benefits or terms of the contract.
- D. Substitute Rate - A regular bargaining unit member involuntarily assigned to perform the work of an absent bargaining unit member shall be paid his/her regular hourly rate or Level 1 if in a different classification, whichever is higher.
- E. Meal/Lodging Reimbursement -
1. The District shall reimburse drivers for all meal costs for special trips out of the district beyond four (4) consecutive hours up to a maximum of ten (10) dollars per meal. A receipt is required.
  2. The District shall reimburse drivers for the cost of a motel room if a trip involved an overnight stay. A receipt is required.
  3. A flat rate of \$150.00 will be paid to a driver for each night of an overnight trip.
- F. Jackets - Bus Drivers and Bus Assistants shall receive new jackets every three (3) years. Uniforms - Custodians and Maintenance shall receive five sets (top and bottom) initially. Up to three sets will be replaced per year as needed. Should a uniform cleaning service be comparable in cost for a maintenance worker, the District may provide the uniform cleaning service in lieu of the above.

G. Trip Cancellation/No-show - If there is a district no-show or cancellation for an extra trip run, a minimum of two (2) hours at the trip rate shall be paid. If a driver does not show or give notification for a scheduled run (regular or special trip), the driver shall not be paid and shall be docked the cost of the substitute up to a 2 hour maximum. If a driver bids on a trip which then goes to a charter company, the driver shall be compensated for the loss of the trip with two hours pay.

H. Licensing/Training/Physical Exam - The District shall pay for all required testing and training and for one-half of the license fee during the first four years of employment, three-fourths of the license fee during the second four years of employment and all of the license fee for those with over eight years of employment with the district as a driver. The District will arrange for the physical exam with Munson Occupational Health Center and pay for its cost. Should the employee choose to use another physician, the District will reimburse the employee's cost up to the amount charged by the aforementioned local physician.

As an employee of the district, all drivers are required to submit to random drug and alcohol testing as required through MDOT. The District shall pay for the cost of such testing.

I. Emergency Call-in Pay – A bargaining unit member called in for an emergency shall be compensated for actual time worked or a minimum of two (2) hours, whichever is greater.

J. Full time for the purpose of benefits shall be based on 2080 hours per year. For those employees not receiving paid holidays or paid vacation days, the 2080 hours will be adjusted by subtracting the paid vacation days and paid holidays that they would qualify for if they were a full-time 12 month employee. (i.e. If the employee was employed by the district for 7 years thus would qualify for 9 vacation days as well as the 7 paid holidays, then  $9 + 7 = 16$  days  $\times 8$  hours = 128 hours. Thus  $2080 - 128 = 1952$  would become the base figure. If the employee works 6 hours per day for 180 days 1080 hours, then  $1080/1952 = 55.32\%$ ) For employees working more than four weeks beyond the school year, benefits shall be pro-rated according to the above formula

ARTICLE 14  
INSURANCE

- A. The Board shall pay premiums on behalf of the employee for the Health Care Plan provided by the district.  
For each twelve month employee, the Board shall provide a cash option in lieu of health benefits equal to the single subscriber rate. the cash amount may be applied to the Flexible Spending Account.

For each twelve month employee, the Board shall provide a plan equivalent to SET Dental 50/50 with 10% incentives and Vision VSP 2.

Other bargaining unit members may elect to participate in the plan at the group rate utilizing their Flexible Spending Account and IRS Section 125 salary reduction agreement to cover the cost of the premium.

- B. The health, dental and vision insurance benefit for twelve month employees working less than full-time shall be prorated according to the formula in Section 13J.
- C. In cases where cost of coverage exceeds the amount of subsidy, the excess shall be payroll deducted from the employee or otherwise paid by the employee utilizing the salary reduction agreement.

- D. Employees will be eligible for a Flexible Spending Account. For employees not receiving health insurance under Section A above, an amount equal to 7% of the employee's gross wages will be contributed by the District to the Flexible Spending Account or to an annuity of their choice provided that the election is made during the selection window (normally December for the ensuing calendar year (Jan 1 - Dec 31). The employee may contribute an additional amount up to \$2,500 of their earned income per calendar year to reimburse him/herself for expenses incurred by them or an eligible dependent.

Should an employee choose not to participate in a Flexible Spending account, then that employee would be compensated with an additional 7% in wages.

Should current tax laws change in a way that adversely affects this Flexible Spending Account, this portion of the contract shall be opened for renegotiations.

ARTICLE 15  
DUES, FEES AND DEDUCTIONS

- A. Within 30 days of active employment, any bargaining unit member may sign and deliver to the Board, an authorization for payroll deduction of local, state and national Association membership dues or representation fees. Such authorization shall continue in effect from year to year unless revoked in writing within 30 calendar days of the individual's employment in the new school year. Pursuant to such authorization, the Board shall deduct a pro-rated share of such dues from each salary check.
1. Deductions for bargaining unit members employed after the commencement of the school year shall be appropriately pro-rated.
  2. Payment of dues deductions shall be made monthly to the Suttons Bay Educational Support Staff Association/NMEA/MEA/NEA.
- B. Members of the bargaining unit shall, as a condition of employment, continue membership in the Association or pay a representation fee.

Any bargaining unit member who is not a member of the association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a representation benefit fee to the Association pursuant to the Association "policy regarding objections to political ideology expenditures" and the administrative procedures adopted to that policy. A representative benefit fee shall not exceed the amount of the Association dues collected from the association members. The bargaining unit member may pay such fee directly to the Association or authorize payment through payroll deduction as herein provided. In the event that the bargaining unit member shall not pay such representation fee directly to the Association by September 30 of the current school year or authorize through payroll deduction the employer shall, upon completion of the procedures contained in paragraph E and pursuant to MCLA 308.477; MSA 17.1277 (7) and at the request of the association deduct the representation benefit fee from the bargaining unit member's wages and remit same to the Association.

- C. The Association shall hold the Board harmless for any and all claims, demand suits, or other forms of liability by reason of action taken or not taken by the board or its designated agents for the purpose of complying with the provisions of the agency shop agreement herein contained. It is understood that the Association shall have the right to comprise claims which may arise under this save harmless clause and shall provide the attorney or pay for the board designated attorney to defend the Board and its designated agents.

- D. The Association has established a "Policy Regarding Objections to Political Ideology Expenditures." The policy (a copy of which shall be provided to the Board and each non-bargaining unit member by the Association) and the administrative procedures (including the timetable for payment) pursuant thereto applies only to non-association bargaining unit members. The remedies set forth in such policies shall be exclusive and unless and until such procedures, including any administrative or judicial review thereof shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedures set forth in this agreement.
- E. The Association, in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.27 (7), shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the bargaining unit member fails to remit the service fee or authorize the deduction for same, the Association may request the Board to make the deduction. The Board, upon receipt of the request for an involuntary deduction, shall provide the bargaining unit member with opportunity for a due process hearing limited to the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction for same.
- F. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year. Consequently, the parties agree that the procedures in this article relating to the payment or nonpayment of the representation fee by non-members shall be activated thirty (30) days following the association's notification to non-members of the fee for the given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.
- G. The Board agrees to provide the services mentioned above. An alphabetical list of the names and addresses of all employees from whom deductions have been made shall be provided yearly. Any additions or deletions shall be communicated to the Association within five (5) work days of the change.



ARTICLE 16

WAGES

Copies of the Master Agreement shall be printed at the expense of the Board and furnished to all bargaining unit members. The Association shall receive three (3) additional copies. All new hires shall receive a copy on the date of hire by the employer and be informed of their obligations under Article 15 by the Association.

For all employees, advancement on step will be dependent upon completion of an additional calendar year of service and a satisfactory evaluation. The advancement shall occur on anniversary date of hire.

Food Service, Custodians (School Year),  
Teacher Assistants:  
2012-2013  
 Probationary \$.25 less than Level Rate of Hire

Level 9 16.08  
 Level 10 16.72  
 Level 11 17.39  
 Level 12 18.10

Level 1 9.75  
 Level 2 10.10  
 Level 3 10.43  
 Level 4 10.89  
 Level 5 11.34  
 Level 6 11.75  
 Level 7 12.09  
 Level 8 12.45  
 Level 9 12.80  
 Level 10 13.16  
 Level 11 13.52  
 Level 12 13.87

Longevity Pay +3 above previous year salary  
 for those above scale who did not move

Extra Trip Rate **for all trips** \$11.74  
Custodians: Twelve Month

2012-13  
 Probationary \$.25 less than Level Rate of Hire

Level 1 9.53  
 Level 2 9.86  
 Level 3 10.20  
 Level 4 10.66  
 Level 5 11.10  
 Level 6 11.48  
 Level 7 11.89  
 Level 8 12.24  
 Level 9 12.60  
 Level 10 12.99  
 Level 11 13.38  
 Level 12 13.78

Levels 13-30 +3% above previous year salary

For teacher assistants with teaching certification  
 above scales + \$.40  
 With CDA license or NCLB highly qualified  
 status above scales + \$.20

Longevity pay +3% above previous year salary  
 for those above scale who did not move

Bus Drivers:  
2012-13

Probationary \$.25 less than Level Rate of Hire

Level 1 11.46  
 Level 2 12.02  
 Level 3 12.61  
 Level 4 13.18  
 Level 5 13.76  
 Level 6 14.32  
 Level 7 14.89  
 Level 8 15.31

Lead Custodian add 0.75 per hour

Each bargaining unit member shall receive a longevity payment of an additional \$.10 per hour for each year of service after 8 years

ARTICLE 17  
DURATION

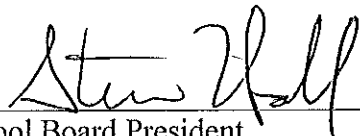
This Agreement shall become effective upon completion of signing and shall expire on June 30, 2013  
This Agreement shall not be extended either verbally or in writing and shall expire on the date herein specified.

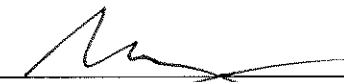
WITNESSETH


SUTTONS BAY EDUCATION  
SUPPORT PERSONNEL/MEA/NEA

  
\_\_\_\_\_  
President SBESP

SUTTONS BAY BOARD OF EDUCATION

  
\_\_\_\_\_  
School Board President

  
\_\_\_\_\_  
Superintendent/Chief Negotiator



**APPENDIX A**

**SUTTONS BAY PUBLIC SCHOOLS  
APPROVED ABSENCE REQUEST FORM**

ARTICLE 10, SECTION E

Approved Absence Days: Beginning upon date of ratification, up to two (2) days per work year may be granted by the Superintendent or his/her supervisor designee for an Approved Absence Day for an employee to conduct business which cannot be conducted outside regular work hours. The use of Approved Absence Days shall be subject to the following conditions:

- 1) Notification must be made in writing stating the reason for the requested absence to the Superintendent or his/her supervisor designee at least twenty-four (24) hours prior to the day requested using the Approved Absence Request Form (Appendix A). The Superintendent's decision on the request shall be final.
- 2) Approved Absence Days shall not be used for personal/monetary gain or recreational (hunting, camping, shopping, etc.) purposes.
- 3) Approved Absence Days may not be taken the day before or day after a holiday or vacation period. Leaves may not be taken the first day of the school year or the last day of the school year.
- 4) Exceptions to the above provisions may be granted on a case-by-case basis by the Superintendent whose decision shall be final.
- 5) Unused Approved Absence Days will be carried over as sick days.
- 6) Improper use of Approved Absence Days by an employee will result in the loss of wages and benefits for that day(s) as well as loss of Approved Absence Days for a three (3) year period following such misuse.

\*\*\*\*\*

I hereby request a leave of absence on \_\_\_\_\_ to conduct business  
which cannot be conducted outside regular work hours.

This request is being made in accordance with ARTICLE 10, SECTION E and I attest that  
the above conditions are met as stipulated.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Principal/Supervisor Approval \_\_\_\_\_ Date \_\_\_\_\_

(or if principal/supervisor is not available)  
Superintendent Approval \_\_\_\_\_ Date \_\_\_\_\_

**SUTTONS BAY PUBLIC SCHOOLS  
GRIEVANCE FORM**

Grievance # \_\_\_\_\_ School Year \_\_\_\_\_ Date Filed \_\_\_\_\_

Name of Grievant \_\_\_\_\_

Association Representative \_\_\_\_\_

Date Grievance Occurred \_\_\_\_\_

Contract Section(s) Violated \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Statement of Grievance \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Use additional sheet if necessary)

Relief Requested \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STEP ONE

DISCUSSION WITH PRINCIPAL/SUPERVISOR

A. Date of Meeting \_\_\_\_\_

B. Disposition by Principal/Supervisor \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal/Supervisor      Date

STEP TWO - SUPERINTENDENT

Date Received \_\_\_\_\_

A. Date of Meeting \_\_\_\_\_

B. Disposition by Superintendent \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent      Date

STEP THREE - BOARD OF EDUCATION

Date Received \_\_\_\_\_

A. Date of Meeting \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Board President      Date

STEP FOUR - ARBITRATION

A. Date of Notification to Board \_\_\_\_\_

B. Date of Hearing \_\_\_\_\_

C. Award (Attach award of arbitration) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

D. Date Award Received \_\_\_\_\_

PERFORMANCE EVALUATION  
TRANSPORTATION  
SUTTONS BAY PUBLIC SCHOOLS

NAME \_\_\_\_\_

POSITION: \_\_\_\_\_

SCHOOL YEAR: \_\_\_\_\_

FREQUENCY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

EVALUATED BY: \_\_\_\_\_

POSITION: \_\_\_\_\_

**JOB PERFORMANCE: 1) Excellent 2) Satisfactory 3) Fair 4) Needs Improvement 5) Not Observed**

- |   |   |   |   |   |  |
|---|---|---|---|---|--|
| 1 | 2 | 3 | 4 | 5 | 1. Conducts pre-trip inspections of school bus prior to every trip.  |
| 1 | 2 | 3 | 4 | 5 | 2. Uses established routes and designated bus stops.   |
| 1 | 2 | 3 | 4 | 5 | 3. Operates bus on approved time schedule.   |
| 1 | 2 | 3 | 4 | 5 | 4. Reports bus accidents and pupil injuries to Director/Supervisor of Transportation in a timely manner.                             |
| 1 | 2 | 3 | 4 | 5 | 5. Conducts emergency evacuation drills in keeping with school policies.   |
| 1 | 2 | 3 | 4 | 5 | 6. Instructs riders regarding being responsible passengers.  |
| 1 | 2 | 3 | 4 | 5 | 7. Drives defensively under varying traffic conditions and inclement weather.  |
| 1 | 2 | 3 | 4 | 5 | 8. Drives with safety of students as first priority.   |
| 1 | 2 | 3 | 4 | 5 | 9. Reports personal absences in time for supervisor to secure a substitute.  |
| 1 | 2 | 3 | 4 | 5 | 10. Performs bus housekeeping duties inside and outside of bus.  |
| 1 | 2 | 3 | 4 | 5 | 11. Fills fuel tank and checks and adds fluids as necessary.   |
| 1 | 2 | 3 | 4 | 5 | 12. Reports bus defects to supervisor.   |
| 1 | 2 | 3 | 4 | 5 | 13. Establishes favorable working relationships with other drivers, teachers, parents, students, principals, and total school staff. |
| 1 | 2 | 3 | 4 | 5 | 14. Exhibits positive image as a loyal representative of Suttons Bay School District.  |
| 1 | 2 | 3 | 4 | 5 | 15. Makes continuous efforts to improve own skills.  |
| 1 | 2 | 3 | 4 | 5 | 16. Demonstrates knowledge of rules and regulations promulgated by local, state and federal authorities.                             |

**JOB PERFORMANCE: 1) Excellent 2) Satisfactory 3) Fair 4) Needs Improvement 5) Not Observed**

- |   |   |   |   |   |     |  |
|---|---|---|---|---|-----|--|
| 1 | 2 | 3 | 4 | 5 | 17. | Demonstrates knowledge of state laws and local ordinances.   |
| 1 | 2 | 3 | 4 | 5 | 18. | Administers disciplinary procedures in keeping with school policies.   |
| 1 | 2 | 3 | 4 | 5 | 19. | Meets minimum bus driver certification requirements.   |
| 1 | 2 | 3 | 4 | 5 | 20. | Meets physical examination requirements.   |
| 1 | 2 | 3 | 4 | 5 | 21. | Discharges students only at authorized stops.  |
| 1 | 2 | 3 | 4 | 5 | 22. | Completes all reports required for his or her vehicle.   |
| 1 | 2 | 3 | 4 | 5 | 23. | Provides Suttons Bay School District Director/Supervisor of Transportation an accurate list of students, by stop, time of pick up, address, and grade, riding the bus. |
| 1 | 2 | 3 | 4 | 5 | 24. | Attends training sessions as required.   |
| 1 | 2 | 3 | 4 | 5 | 25. | Aids in loading and unloading students at school.  |
| 1 | 2 | 3 | 4 | 5 | 26. | Operates radio according to approved procedures.   |

OVERALL EVALUATION:

- EXCELLENT
- GOOD
- ADEQUATE
- CONDITIONAL
- UNSATISFACTORY

Recommendations and/or Comments:

\_\_\_\_\_  
Evaluator                      Date

\_\_\_\_\_  
Employee                      Date



**SUTTONS BAY PUBLIC SCHOOLS  
PERFORMANCE EVALUATION FOR CUSTODIAL/MAINTENANCE EMPLOYEES**

NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

SCHOOL YEAR: \_\_\_\_\_

FREQUENCY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

EVALUATED BY: \_\_\_\_\_

POSITION: \_\_\_\_\_

**JOB PERFORMANCE: 1) Excellent 2) Satisfactory 3) Fair 4) Needs Improvement  
5) Not Observed/Not Applicable**

- |   |   |   |   |   |     |   |
|---|---|---|---|---|-----|---|
| 1 | 2 | 3 | 4 | 5 | 1.  | Maintains an attitude of mutual respect and tolerance toward others in the school setting.                  |
| 1 | 2 | 3 | 4 | 5 | 2.  | Dresses appropriately   |
| 1 | 2 | 3 | 4 | 5 | 3.  | Shows interest and concern of the needs of students, parents, and teachers.                                 |
| 1 | 2 | 3 | 4 | 5 | 4.  | Shows sensitivity to the needs of the community/district.   |
| 1 | 2 | 3 | 4 | 5 | 5.  | Makes appropriate recommendations and referrals to the Supervisor.  |
| 1 | 2 | 3 | 4 | 5 | 6.  | Demonstrates the ability to see areas that need attention and follows through with action to correct.       |
| 1 | 2 | 3 | 4 | 5 | 7.  | Maintains confidentiality and exercises good judgment in communicating information to others.               |
| 1 | 2 | 3 | 4 | 5 | 8.  | Completes job assignments in a timely manner.   |
| 1 | 2 | 3 | 4 | 5 | 9.  | Provides leadership in assigning duties that come up unexpectedly.  |
| 1 | 2 | 3 | 4 | 5 | 10. | Participates in meetings as needed.   |
| 1 | 2 | 3 | 4 | 5 | 11. | Maintains custodial supply inventory and replenishes requests as needed.                                    |
| 1 | 2 | 3 | 4 | 5 | 12. | Develops positive rapport with students, staff, parents, and teachers.                                      |
| 1 | 2 | 3 | 4 | 5 | 13. | Provides leadership in setup for events.  |
| 1 | 2 | 3 | 4 | 5 | 14. | Develops project lists that need to be completed and follows through on their completion when time permits. |
| 1 | 2 | 3 | 4 | 5 | 15. | Makes continuous efforts to improve own service skills.   |
| 1 | 2 | 3 | 4 | 5 | 16. | Keeps buildings and premises including sidewalks, driveways and play areas neat and clean at all times.     |

**JOB PERFORMANCE: 1) Excellent 2) Satisfactory 3) Fair 4) Needs Improvement  
5) Not Observed/Not Applicable**

- |   |   |   |   |   |     |  |
|---|---|---|---|---|-----|--|
| 1 | 2 | 3 | 4 | 5 | 17. | Shovel and sand walks, driveways, parking areas and steps as appropriate.  |
| 1 | 2 | 3 | 4 | 5 | 18. | Sweep classrooms and dust daily.   |
| 1 | 2 | 3 | 4 | 5 | 19. | Clean corridors each day when conditions require it.   |
| 1 | 2 | 3 | 4 | 5 | 20. | Wash windows as necessary.   |
| 1 | 2 | 3 | 4 | 5 | 21. | Keep school grounds free from rubbish.   |
| 1 | 2 | 3 | 4 | 5 | 22. | Demonstrates ability to accomplish tasks with minimal supervision.   |
| 1 | 2 | 3 | 4 | 5 | 23. | Keep all floors clean and in good state of preservation.   |
| 1 | 2 | 3 | 4 | 5 | 24. | Makes minor building repairs as needed.  |
| 1 | 2 | 3 | 4 | 5 | 25. | Applies consistent effort in pursuing job objectives; adapts to changes; acts when action is called on his/her own initiative.   |
| 1 | 2 | 3 | 4 | 5 | 26. | Reports major repairs that are needed, promptly, to the Supervisor.  |
| 1 | 2 | 3 | 4 | 5 | 27. | Reports any damage to school property.   |
| 1 | 2 | 3 | 4 | 5 | 28. | Assume responsibility for opening of the building or rooms each school day, as assigned or on facility schedule.   |
| 1 | 2 | 3 | 4 | 5 | 29. | Moves furniture and equipment within buildings as required for various activities and as directed by the Supervisor.   |
| 1 | 2 | 3 | 4 | 5 | 30. | Assumes responsibility for checking that all doors and windows are secured and that all lights, except those left on for safety reasons, are turned off when building is not in use. |
| 1 | 2 | 3 | 4 | 5 | 31. | Scrub and disinfect all bathrooms daily and clean sanitary fixtures and drinking fountains daily.  |

**MAINTENANCE ADDITIONAL DUTIES**

**JOB PERFORMANCE: 1) Excellent 2) Satisfactory 3) Fair 4) Needs Improvement  
5) Not Observed/Not Applicable**

- 1 2 3 4 5 32. Maintains good working relationships and has ability to be an effective team member.
- 1 2 3 4 5 33. Repairs, maintains, and cleans boiler equipment as necessary.
- 1 2 3 4 5 34. Provides maintenance and repair of all equipment as necessary.
- 1 2 3 4 5 35. Prepares all fields, grounds, and facilities for school activities.
- 1 2 3 4 5 36. Maintains buildings and grounds to ensure a safe and clean environment.
- 1 2 3 4 5 37. Maintains a coordinated inventory control program for all areas.

COMMENTS:

\_\_\_\_\_  
EVALUATOR SIGNATURE      DATE

\_\_\_\_\_  
EMPLOYEE SIGNATURE      DATE