

**AGREEMENT**

**Between The**

**POSEN CONSOLIDATED SCHOOLS**

**and**

**POSEN EDUCATIONAL SUPPORT PROFESSIONALS  
ASSOCIATION**

**MICHIGAN EDUCATION ASSOCIATION EDUCATIONAL  
SUPPORT PROFESSIONALS, NEA**

**NORTHERN MICHIGAN EDUCATION ASSOCIATION**

**2014-2016**

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## ARTICLE 1

### RECOGNITION

1.1 The Posen School District, hereinafter "Employer" hereby recognizes the Northern Michigan Education Association, and the Michigan Education Association Educational Support Professionals (MEA-ESP), an affiliate of the National Education Association, hereinafter "Association", as the exclusive bargaining representative, for the purpose of, and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 et seq.; MSA 17.455(1) et seq., (PERA), for all full time and regular part-time aides/paraprofessionals, secretaries/clerical, bus drivers, custodial/maintenance, and food service personnel; excluding supervisory personnel, superintendent's secretary, financial secretary, probationary employees, and substitute employees that are not otherwise members of the bargaining unit.

## ARTICLE 2

### PURPOSE

2.1 The purpose of this Agreement is to establish the hours, wages, and working conditions of members of the bargaining unit.

2.2 The hours, wages, and working conditions set forth in this Agreement shall remain in effect until changed by written, mutual consent of the parties. Any previously established practice, policy, rule, or regulation which is different from the provisions of this Agreement shall be superseded and replaced by this Agreement.

2.3 All provisions of this Agreement are effective September 1, 2014 and continue through August 31, 2016.

## ARTICLE 3

### EXTENT OF AGREEMENT

3.1 This Contract represents the entire agreement between the Employer and the Association, and shall be binding on the Employer and all members of this bargaining unit. Changes shall not be affected except by written mutual consent.

3.2 There shall be no individual contracts issued to members of the bargaining unit.

## ARTICLE 4

### ASSOCIATION/EMPLOYEE RIGHTS

4.1 The Association shall have the right to use facilities and equipment within the school to conduct Association business, provided availability is cleared with the Superintendent. This includes: word processing and duplicating equipment, email and Internet services, and audio-visual equipment. There shall be no charge for said use, unless special services are required. In such case, the Employer may assess a reasonable charge. Bargaining unit members are subject to the limitations regarding Internet use found in Article 9, Working Conditions, Paragraph D.

4.2 The Association shall have the right to put up a bulletin board in a mutually agreed to place for the posting of Association notices.

4.3 The Employer agrees to furnish to the Association, in response to reasonable written requests, copies of the district budget, Form B and Audit.

4.4 No bargaining unit member shall be disciplined without just cause. A written record shall be made of any disciplinary action and become part of the employee's personnel file.

4.5 A bargaining unit member shall have the right to have present a representative of the Association at any meeting or investigatory interview which will or may lead to disciplinary action by the Employer.

4. Bargaining unit members shall have access to their personnel files during normal business hours not more than two (2) times per year, unless further access is granted by the District. This file shall be the official file maintained with respect to each member.

5. The personnel file shall consist of (but not by way of limitation) the following: application for employment; letters of reference; other than those which are exempt from disclosure under law; employee performance evaluations; letters of recommendation, praise, or thanks; disciplinary materials; and letter of resignation.

6. The Board agrees to notify the bargaining unit member when the Board receives a request for all or part of that member's personnel file under the Freedom of Information Act. The bargaining unit member will be provided opportunity to review the contents before the release of the file. The bargaining unit member may request Association representation in this review. The parties recognize

that, under the exceptions provided under Section 13(1) of the Freedom of Information Act and under the Bullard-Plawecki Employee Right to Know Act, the other federal and state laws, any of the following information will be automatically redacted from any materials prior to the release of the file.

- a. Race
- b. Unlisted telephone number(s)
- c. Personal insurance information
- d. Social security number(s)
- e. Bank account information
- f. Credit union information
- g. Medical and/or psychological records, facts or evaluations if an individual's identity would be revealed
- h. Documents relating to a criminal investigation where no charge(s) was filed or where the charge(s) was found to be unsubstantiated as per Bullard-Plawecki
- i. Documents relating to allegations of misconduct or incompetence (excluding evaluation documents), where no charge(s) was filed or the allegations were found to be unsubstantiated (nothing prohibits the District from maintaining separate investigative files)
- j. Documents relating to closed tenure proceedings (except for documents containing public information), including the charges themselves (including exhibits, testimony, etc.), prior to a final disposition on the charges
- k. Any disciplinary information more than four (4) years old, unless the disclosure is required by law
- l. Any references to the bargaining unit members political or other associations or affiliations, as required under Bullard-Plawecki
- m. Student records or references to specific students as required by FERPA
- n. Evidence concerning authorization to work in the U.S.
- o. Employer reference, as required under Bullard-Plawecki
- p. Educational transcripts
- q. Criminal history checks including fingerprints
- r. Documents pertaining to current litigation involving the requesting party
- s. Privileged attorney communications, opinions, work products



4.6 No complaint against a bargaining unit member by a parent, citizen of the District, or student, or reference thereto, may be placed in the personnel file without the complaint being previously drawn to the bargaining unit member's attention, and the holding of a meeting between the bargaining unit member and the person making the complaint. The administration shall attend the meeting.

4.7 The bargaining unit member may attach an objection or rebuttal to any complaint placed in their personnel file.

4.8 Any bargaining unit member accused of sexual harassment shall be entitled to all the protections of this agreement.

## ARTICLE 5

### EMPLOYER RIGHTS

5.1 The Employer retains exclusively all its legal, customary and normal functions of management of the affairs of the district including, but not limited to, the determination of the number and types of schools and the location, schedules, work methods, hiring, transfers, promotion, demotion and suspension of its employees, the establishment and enforcement of rules to maintain efficiency of and discipline among its employees, and the discipline, suspension and discharge of its employees.

5.2 The District will not discriminate against any employees for reasons of age, sex, marital status or race.

## ARTICLE 6

### GRIEVANCE PROCEDURE

6.1 A claim or complaint by a bargaining unit member that there has been a violation of this Agreement may be processed as grievance.

#### 6.2 Hearing Levels

- A. Informal Level: When a cause for complaint occurs, the affected bargaining unit member(s) shall within ten (10) days of such alleged occurrence, request a meeting, in writing, with his/her immediate supervisor in an effort to resolve the complaint. The member may have Association representation at such meeting. If the member is not satisfied with the disposition of the complaint, he/she may formalize the complaint in, writing, as provided herein (see Appendix B).
- B. Formal Level 1: If a complaint is not resolved at the informal level, the complaint may be formalized as a written grievance by the unit member. Such written grievance must be submitted within five (5) days. The grievance shall state the alleged cause for the grievance, the Article and section of this Agreement which have allegedly been violated, the solution sought, and the signature of the member filing the grievance. Such grievance shall be submitted to the immediate supervisor. The immediate supervisor shall have five (5) days to respond in writing, with copies to the Association and the grievant. If the immediate supervisor is the Superintendent, Level 1 is bypassed.
- C. Formal Level 2: If the grievant is not satisfied with the disposition at Level 1, or no disposition has been made within five (5) days of filing the grievance, the grievance may be transmitted to the Superintendent. Such filing must be within five (5) days of the disposition, or five (5) days of the failure to respond. The Superintendent shall have five (5) days to meet with the grievant. Within five (5) days after the conclusion of this meeting, the Superintendent shall render his/her written decision. Copies of the Superintendent's decision will be given to the Association and the grievant.
- D. Formal Level 3: If the Association is not satisfied with the disposition of the grievance at Level 2 or if no disposition has been made within the period above provided, the Association may submit the grievance to arbitration before an impartial arbitrator. If the

parties cannot agree as to the 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 proceeding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator.

E. The arbitrator shall be limited as follows:

1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He shall have no power to rule on the termination or failure to re-employ any probationary employee.
3. He shall have no power to rule on any matter involving the content of employee evaluations.

6.3 Failure to advance a grievance to the next step by an employee within the time limits (5 days) shall deem it abandoned.

6.4 Any expense as a result of the hearing and deliberations of the arbitrator shall be shared equally by the Board and the Association.

NOTE: All days referred to herein are working days.

## ARTICLE 7

### CONTINUITY OF OPERATIONS

7.1 Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. The Association accordingly agrees that it will not during the period of this Agreement, directly or indirectly, engage in or assist in any strike against the District during the life of this Agreement.

7.2 In the event school is closed due to "Acts of God" (as defined by the State Department of Education-Child Accounting), school year employees shall not be required to report for work. Other employees shall report to work at the direction of the Superintendent. The maximum number of Act of God days/hours allowable, as determined by the state, may be missed for such incidents without loss of pay. School days made up in accordance with State Law and Department of Education regulations shall be done at no additional pay, and according to such calendar as agreed to by the Board and the Posen Education Association.

## ARTICLE 8

### WORK YEAR, WORKWEEK, WORKDAY

8.1 The work year for all bargaining unit members shall be as follows:

- A. Full Time -- Full year employees shall work a 256 day schedule, with holidays observed being July 4, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday, and Memorial Day. The remainder of the schedule shall be agreed to by the Superintendent and respective employees.
- B. Less than full year/full time employees:
  - 1. Paraprofessionals – The work year shall be the same as teachers, according to the calendar adopted by the Board of Education.
  - 2. Food Service Personnel - The work year shall be the same as half and full days of student attendance, according to the calendar adopted by the Board of Education, plus one (1) day at the beginning to clean and open and two (2) days at the end of the school year to clean and close the kitchen for the year.
  - 3. School Year Secretarial/Clerical Personnel - The work year begins two (2) weeks before the opening teacher meeting is scheduled, and ends two (2) weeks after the last day of school, according to the calendar adopted by the Board of Education. Days when school office is open but students are not in attendance shall be half days of work.
  - 4. Bus Drivers - The work year shall be the same as attendance days for students, according to the calendar adopted by the Board of Education.

8.2 The workweek of bargaining unit members shall be Monday through Friday, except as may be interrupted by a holiday or such other break, according to the calendar adopted by the Board of Education.

8.3 The daily work schedule shall be determined yearly in consultation with the Superintendent and the local Association Executive Committee. After the work schedule is established, any adjustments to the work schedule must be discussed and mutually agreed upon by the Superintendent and Association.

8.4 All bargaining unit members shall receive one-half (1/2) hour, uninterrupted, duty-free lunch period. Secretarial/clerical personnel not able to take their two (2) 15 minute breaks may attach them to their lunch. Cooks and aides will receive two (2) 15 minute breaks. Custodial will receive one (1) 30 minute break. Anyone working a four-hour shift or less will receive only one (1) 15 minute break during that shift.

8.5 A minimum of two (2) hours shall be credited to an employee called in to work, even if less time is worked by the employee.

8.6 The duties of any bargaining unit member or the responsibilities of any position in the unit shall be as described by developed job descriptions (Appendix A). Duties of any position shall not be increased or transferred without prior written agreement of the Association.

8.7 Before work projects within the school district are subcontracted, the Superintendent and the affected employees shall meet to discuss the scope and time frame for the project. If the employees have the necessary skills, and the project can be completed within the time frame required, the affected employees will be allowed to perform the work on their own time. The employee(s) will submit a bid stating estimated number of hours needed to complete the project plus the projected cost of completion. The employee bid will be given preference provided it is "close" to the other bidders.

## ARTICLE 9

### WORKING CONDITIONS

9.1 Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. With the exception of custodians whose jobs regularly require outdoor work, no bargaining unit member shall be required to work out-of-doors when the wind-chill factor reaches 10 degrees F. or lower.

9.2 Bargaining unit members shall be reimbursed for the cost of licenses or the renewal of licenses and fingerprinting costs required for the bargaining unit member to perform their job or position. Bargaining unit members shall be reimbursed for test expenses incurred to satisfy mandated ESEA and state certification requirements. Payment shall be made when certification requirements have been met.

9.3 The District will provide all bargaining unit members access to in-service training deemed beneficial to the District by the Board or their designee. Should these sessions be held outside of the regular work day, work week, or school year, the bargaining unit member shall be remunerated at their regular hourly rate.

9.4 The District shall provide without cost to the employee, when required by law, adequate and approved safety equipment which shall be used by the employee in appropriate circumstances. Special clothing for exceptionally dirty jobs will be provided.

9.5 The District shall reimburse the employee the cost of a physical examination if such is required by the District or State.

9.6 It is understood that when a bargaining unit member is unable to perform their regular duties because of a conflict with duties not required as part of their regular job, there shall be a deduction from their pay for the time missed. However, if an employee is unable to perform regular duties because of a conflict with duties required as part of another position within the school district, there shall be no deduction from their pay for time missed.

9.7 For attendance at extra meetings required by the District or the State, employees shall be paid according to the following schedule:

- A. Meetings shall be paid at the regular hourly rate, up to the employees' established daily rate, for meetings where the employee misses work to attend. For meetings outside the regular work schedule of the employee, the pay shall be the regular hourly rate.



- B. Bus drivers shall be paid at the hourly rate equal to the extra trip hourly rate.
- C. Expenses incurred shall be reimbursed and mileage for own vehicle use paid at the IRS approved rate.

#### 9.8 Student Management and Discipline

- A. The Code of Student Conduct will be distributed to all students and staff at the beginning of each school year.
- B. A bargaining unit member shall not use corporal punishment, as defined in MCL 380.1312(3), under any circumstances.
- C. A bargaining unit member may use reasonable physical force as necessary to maintain order and control in a school or school-related setting for the purpose of providing an environment conducive to safety and learning as authorized by MCL 380.1312(4), 1992 PA 6.
  - 1. Bargaining unit members may use reasonable physical force for the purposes set forth in paragraph 9.8, C above, but shall not be obligated to risk their own safety to perform such function. In determining whether a bargaining unit member has used reasonable force, deference will be given to the reasonable good faith judgment of that person.
  - 2. As an alternative to corporal punishment, the District will support bargaining unit members' actions to enforce discipline consistent with the District's Code of Student Conduct.
- D. The Employer will also provide specialized training to those bargaining unit members who are responsible for special needs pupils, for whom regular student management or disciplinary techniques may be inadequate or inappropriate
- E. Nothing in this Article shall be interpreted as requiring a bargaining unit member to work more than his/her regular hours. In the event a bargaining unit member is away from work in connection with any incident mentioned in this Article, said individual shall receive his/her regular salary and the absence will not be charged against the bargaining unit member's leave time. Any case of assault upon a bargaining unit member shall be promptly reported to the Employer or its designated representative.

## 9.9 Alcohol/Drug Testing

- A. Drug and alcohol testing shall be conducted as prescribed in FMCSR 49 CFR, Part 382.
- B. Employees required to submit to, and undergo testing for drugs or alcohol shall be paid for such time spent, at their regular hourly rate. Treatment costs will be borne by insurance and/or the Employer.
- C. Prior to the start of each school year, employees covered by FMCSR 49 CFR shall participate in in-service training on the law, procedures and local policies. Employees shall be paid their regular hourly rate for such time in training.

## 9.10 Medically Fragile Students

- A. For the purposes of this article, the term "school health services" shall mean any act or junction constituting the "practice of medicine" and/or "practice of nursing," within the meaning of Sections 17001 and 17201 of the Public Health Code (MCL 333.17001,17201).
- B. Before any bargaining unit members shall be required to provide school health services, training shall be provided by the prescribing physician or his/her designee.
- C. In the event the need arises for a bargaining unit member to provide school health service, the most senior member within the classification shall be awarded the position. Should s/he refuse the position, the next senior member will be offered the position, until filled. All necessary safeguards will be negotiated at that time.

## 9.11 Internet Acceptable Use Agreement

Whereas the parties do recognize the educational value of Internet access at school using District equipment they hereby agree to the following:

- A. The parties recognize that in order to support student learning and achievement the employee must use the Internet access in a responsible manner.
- B. The parties agree that the employee(s) are released from any liability based upon information retrieved from the Internet by the

student unless it can be shown the employee acted in a negligent manner.

- C. The parties agree that the use of the District's electronic resources are for the purpose of (in order of priority):

Support of the academic program  
Telecommunications  
General information

- D. The District reserves all rights to any material stored in files which are generally accessible to others and will remove any material which the District believes may be unlawful, obscene, pornographic, abusive, or otherwise objectionable. Employees will not use his/her District-approved computer account to accept, obtain, view, download, or otherwise gain access to such material.

## ARTICLE 10

### SITE-BASED DECISION MAKING/SCHOOL IMPROVEMENT PLAN

#### ESEA/NO CHILD LEFT BEHIND

10.1 In implementing and operating SBDM/SIP, no provision, formal and/or informal understandings, condition or practice established between the parties or by the collective bargaining agreement shall be altered, modified or superseded except as mutually agreed in writing by the Board and the bargaining unit.

10.2 Any participation in SBDM/SIP whether in full or in part, shall be voluntary. The participation or lack of participation of an individual bargaining unit member or group of bargaining unit members in SBDM/SIP shall neither be considered nor have merit in the Board's decisions regarding the evaluation, assignment, promotion, discipline or discharge of any bargaining unit member or any other condition of employment including the placement of any information in any bargaining unit member's personnel file.

10.3 After implementation of SBDM/SIP the Board and the Association will periodically evaluate SBDM/SIP.

10.4 SIP Committee(s) shall be established to deal with the provisions of the No Child Left Behind Act of 2001, as amended, 20 USC630 et seq as well as P.A. 25. The composition of the District's SIP Committee and any building's SIP Committee shall be subject to the following provisions:

- A. Two representatives, appointed by the bargaining unit, shall be invited to sit on the School Improvement Committee.
- B. Compensation: If SIP Committee meetings or activities are scheduled during an employee's regular work day, the employee shall be released from duties without loss of time or pay.

## ARTICLE 11

### VACANCIES, TRANSFERS, AND PROMOTIONS

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

11.2 All vacancies shall be posted on the school district office door, with a copy sent to the Association President. Such posting shall be for a period of seven (7) calendar days.

11.3 Interested bargaining unit members may apply in writing to the Superintendent, or designee, within the posting period. The Employer shall notify bargaining unit members of vacancies occurring during the summer months (June, July, August) by sending notice of same to each bargaining unit member by U.S. mail, to their last known address.

11.4 Applicants from within the bargaining unit shall be considered for the position before outside applicants will be considered. The Board reserves the right to determine qualifications for all positions, and to place the most qualified person from staff in vacant positions before going to outside applicants. If it is determined two or more employees have equal qualifications, the most senior will be placed in the vacant position.

11.5 In the event of promotion in 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 perform up to the Employer's standards on the new job. If the bargaining unit member is unable to demonstrate ability to 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.

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

11.7 The parties agree that involuntary transfers of bargaining unit members are to be effected only for reasonable and just cause.

11.8 A bargaining unit member's pay rate shall not be reduced as a result of any temporary change in duties.

## ARTICLE 12

### SENIORITY

12.1 Seniority shall be defined as the length of continuous service within the district, excluding approved unpaid leaves of absence. Accumulation of seniority shall begin from the bargaining unit member's first working day within their classification. In the event more than one unit member has the same starting date, positions on the seniority list shall be determined by drawing lots.

12.2 Part-time bargaining unit members shall accrue seniority on pro rata basis (hours worked per week divided by 30, equals decimal equivalent of pro rata seniority). 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. Probationary period for new hires shall be sixty (60) working days.

12.3 For purposes of this Agreement, all bargaining unit members shall be placed in one of the following classifications based on their current assignments:

- A. Paraprofessional
- B. Custodial/Maintenance
- C. Food Service
- D. Secretarial
- E. Bus Drivers

12.4 Seniority list will be updated annually, by October 1, and signed by the Association President and posted.

12.5 Any bargaining unit member who has been incapacitated at his/her regular work by injury or compensable occupational disease while employed by the Employer may at his/her option be employed at other work on a job that is operated by the Employer, which he/she can do, provided he/she is qualified and a vacancy is available; subject to the provisions in Article 11.

12.6 Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement or transfer to a non-bargaining unit position, subject to provisions in Article 11.5.

ARTICLE 13

REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

13.1 Layoff shall be a reduction in the work force beyond attrition, due to a lack of funds, enrollment losses, or such other condition requiring a reduction, as determined by the Board of Education.

13.2 Bargaining unit members shall receive a minimum notice of thirty (30) working days of impending layoff. In the event of a layoff, probationary employees within affected job classifications shall be laid off first, followed by bargaining unit members with the least seniority, until the necessary reduction is completed. In no case shall a new employee be employed by the Employer while there are laid off employees within the job classification of the laid off employee. The Board reserves the right to determine affected classifications. Members facing layoff, who are determined by the Board to possess the necessary qualifications for positions in other job classifications, may displace a less senior unit member in such other job classification not affected by the layoff.

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

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

Individual Agreement

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

Date\_\_\_\_\_

Signature\_\_\_\_\_

Bargaining Unit member

Date\_\_\_\_\_

Signature\_\_\_\_\_

Association Representative

Date\_\_\_\_\_

Signature\_\_\_\_\_

Employer Representative

13.4 There shall be no reduction in the normal work hours provided for any bargaining unit member or position without prior notification of the Association. In the event of a reduction in the work hours in a department, bargaining unit members with the greater seniority may use same to maintain his/her normal work schedule by displacing bargaining unit members with less seniority on the work schedule. In no case shall a reduction of any bargaining unit member's work hours take effect until twenty (20) calendar days after written notice to the affected bargaining unit member(s) is given by the Employer.

13.5 A laid off bargaining unit member shall be granted priority status on the substitute list according to his/her seniority. Laid off bargaining unit members may continue their health, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Employer after the first thirty (30) days of such layoff, during which time all fringe benefits will be continued by the Employer. Laid off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position for which the Board determines they are qualified.

13.6 Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address. A recalled bargaining unit member shall be given five (5) working days from receipt of notice to acknowledge his/her intent, in writing, to the Board. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the five (5) day period. Bargaining unit members recalled to full-time work for which they are qualified are obligated to take said work. A bargaining unit member who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights. Bargaining unit members on layoff shall not accrue seniority during the period of such layoff.



## ARTICLE 14

### JOB DESCRIPTION AND CLASSIFICATION

14.1 Job descriptions shall be developed jointly by the Employer and the Association. The description shall be distributed to all current employees, when revised, and to all new employees when hired by the district. The descriptions shall be attached to this Agreement as Appendix A. The descriptions will include at a minimum:

- A. Job Title and Description
- B. Minimum requirements.
- C. A specific statement of required tasks and responsibilities.

Any evaluations of bargaining unit members' work performance shall be based upon said job descriptions.

ARTICLE 15

BARGAINING UNIT MEMBER EVALUATIONS

15.1 Evaluations shall be based on job descriptions and shall be as a result of observed criterion.

15.2 Evaluations shall be reduced to writing, and reviewed with the employee within ten (10) days of formal observation or by May 1, whichever is earlier. The employee and evaluator shall sign and date the written evaluation, with one copy being placed in the employee's personnel file and one copy going to the employee. The employee's signature does not mean that he/she agrees or disagrees with the evaluation. The employee shall have the right to have a written response attached to the file copy of the evaluation.

15.3 All written evaluations shall have a statement indicating "The work performance of -----name----- is as follows at this time:

\_\_\_\_Satisfactory                      \_\_\_\_Improving                      \_\_\_\_Unsatisfactory

15.4 In the event no evaluation is performed in any given year, the employee's performance shall be deemed satisfactory.

ARTICLE 16

VACATIONS

16.1 Vacation:

- A. Full time, full year employees shall receive paid vacation time.

A written request for vacation must be submitted to the Superintendent or his designee and approved prior to any vacation. Application for vacation time must be submitted in writing at least five (5) school or work days in advance.

Said vacation time may be used by bargaining unit members at times of the bargaining unit member's choosing, subject to the approval of the Superintendent or his designee.

Vacation time shall be computed as of each Employee's anniversary date on the basis of the following schedule:

After one full year of service	5 days' vacation
After 2 – 4 full years of service	10 days' vacation
After 5 – 14 full years of service	15 days' vacation
After 15 – 24 full years of service	20 days' vacation
After 25 years or more	25 days' vacation

## ARTICLE 17

### HOLIDAYS

17.1 Employees in the following classifications shall have paid holidays as specified below:

#### Custodial/Maintenance

July 4  
Labor Day  
Thanksgiving Day  
Christmas Day  
New Year's Day  
Good Friday  
Memorial Day

#### School Year Secretary

Labor Day  
Thanksgiving Day  
Christmas Day  
New Year's Day  
Good Friday  
Memorial Day

#### Paraprofessionals

Labor Day  
Thanksgiving Day  
Christmas Day  
New Year's Day  
Good Friday  
Memorial Day

#### Noon Hour/Recess Aide

Labor Day  
Thanksgiving Day  
Christmas Day  
New Year's Day  
Good Friday  
Memorial Day

#### Food Service

Labor Day  
Thanksgiving Day  
Christmas Day  
New Year's Day  
Good Friday  
Memorial Day

#### Bus Drivers

Labor Day  
Thanksgiving Day  
Christmas Day  
New Year's Day  
Good Friday  
Memorial Day

## ARTICLE 18

### SICK LEAVE

18.1 Sick days accrue for all bargaining unit members according to the following table:

School Year employee/twelve (12) per year/accumulate to 100.

Eleven (11) month employees/twelve (12) per year accumulate to 100.

Full-Year employees/twelve (12) per year/accumulate to 100.

18.2 Sick days shall be credited in the following manner: Beginning employees are credited with five (5) sick days after the first full week of work. After five (5) months of work is completed, one (1) additional sick day is added at the start of each month to be worked until prescribed yearly or accumulation totals are reached.

18.3 Sick days granted are based on hours worked per day and shall be accumulated and used as such.

18.4 Sick days may be used for personal illness or disability, and include those related to pregnancy.

A. Family illness – Five (5) days per year may be used for family illness within one's household and/or parents of the bargaining unit member or spouse. This is non-cumulative. Additional days may be used from the employee's accumulated sick leave.

B. Doctor or dentist appointments – Up to two (2) days per year may be used for doctor or dentist appointments. Time may be used in one (1) hour increments, to cover travel time and time spent in the doctor's or dentist's office. This is non-cumulative.

18.5 Bargaining unit members will be compensated at the rate established in the following formula per unused sick days at the end of each year, for all days over the maximum allowable accumulated days.

Formula:

50% times individuals' hourly rate of pay times number of hours they are scheduled to work each day times the number of unused days in excess of the maximum allowable accumulated sick days = compensation.

## ARTICLE 19

### OTHER PAID LEAVES

19.1 Personal Business – Four (4) days per year may be used for personal business. Personal business days may be taken in one-half (1/2) day increments. Such days may not be used the day before or the day after a vacation or holiday. Such days may be used for such things as attorney appointments, household emergencies (fire, water, sewer, furnace) or other appointments which cannot be scheduled at other times. They may not be used for recreational purposes, shopping trips, or entertainment. This is non-cumulative.

Bargaining unit members will be compensated at the rate established in the following formula per unused personal days at the end of each year.

Formula:

50% times individuals' hourly rate of pay times number of hours they are scheduled to work each day times the number of unused personal days in = compensation.

19.2 Bereavement – Employee may use up to four (4) days for immediate family funerals per year.

- A. Immediate family shall be defined as spouse, children or step-children, parents or step-parents, brothers or step-brothers, sisters or step-sisters, grandparents or grandchildren, foster children, stepchild, son-in-law, daughters-in-law, of the bargaining unit member and/or spouse, brothers-in-law and sisters-in-law.
- B. One (1) day deducted from sick leave per occurrence shall be granted for the death of persons not qualifying under “immediate family” when requested from the Superintendent or designee after exhaustion of personal day absence. This may include but not be limited to an aunt, uncle, cousin, or close personal friend.

19.3 Any bargaining unit member called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, including required attendance during an arbitration or fact-finding proceedings, shall be paid the difference between the regular pay and the amount received for such attendance.

19.4 The Employer shall provide to the Association ten (10) days per school year of released time for the handling of Association business if substitutes are available as deemed appropriate by the Association

President. If a substitute is required, the cost will be assumed by the Association. The employee(s) released will suffer no loss in pay or benefits.

## ARTICLE 20

### FAMILY AND MEDICAL LEAVES

20.1 Upon request, the Employers shall grant unpaid leaves of up to twelve (12) weeks for the following reasons:

- a) The serious health condition of the employee; or
- b) The serious health condition of the employee's spouse, parent-in-law, grandparent, or child; or
- c) The birth of a child; or
- d) The placement of a child for adoption or foster care

Child includes any individual under 18 for whom the employee serves in loco parentis; a child over 18 who is incapable of self-care because of physical or mental disability; or a biological, adopted, or foster child.

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

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

20.4 Health benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work.

20.5 Seniority shall continue to accrue during the leave.

20.6 The employee shall have the right to take the leave on a reduced or intermittent schedule.

20.7 Whenever practicable, the employee will provide the Employer at least thirty (30) calendar days written notice of the request for the leave. It will include the reason for the request; the expected beginning date; the expected ending date; and whether or not the employee intends to use paid leave for any part of the leave.



## ARTICLE 21

### UNPAID LEAVES

21.1 Leaves of absence without pay or benefits up to one (1) year in duration may be granted by the Board of Education upon written request from an employee. During said leaves, seniority shall not continue to accumulate. Such leave may be renewed upon mutual agreement of the employee and the Board.

21.2 Requests for leaves of absence shall include the reason for the leave along with the beginning and ending dates of the leave. An employee shall notify the Employer of his/her intent to return to work at least one (1) month prior to the date the leave is scheduled to expire.

21.3 An employee returning from a leave of absence shall be reinstated to the position and classification he/she held when the leave began or to a comparable position, subject to the layoff and recall provisions of this Agreement.

21.4 A pregnant bargaining unit member may commence said childcare leave prior to, or subsequent to, the birth of her child at her option.

21.5 Insurance benefits shall continue through the final month of employment, with the option of self-paid insurance in the group for the remainder of the leave.

## ARTICLE 22

### AGENCY SHOP AND PAYROLL DEDUCTION

22.1 Posen Support Professionals, as a condition of employment, pay either Association membership dues or a service fee to the Association in an amount established by the Association.

22.2 The Board agrees to promptly remit to the Association Treasurer a list of the names and respective wages for each bargaining unit member. The Board shall notify the Association when new bargaining unit members are hired and assigned responsibilities. The Association agrees to advise the Board of all members of the Association in good standing and to furnish any other information needed by the Board to fulfill the provision of this article.

22.3 Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies and procedures for contesting the level of Service Fee set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

22.4 In the event of any legal action against the Employer because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, and agrees to indemnify and save the Board and individual Board members harmless against any and all claims, demands, losses, costs and expenses arising out of or incurred directly or indirectly because of the application, implementation and enforcement of this Article.

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

## ARTICLE 23

### NEGOTIATIONS CLAUSE

- 23.1 It is contemplated that matters not specifically covered by this Agreement in regards to wages, hours, and working conditions shall be subject to professional negotiations upon the mutual consent of the parties. However, subjects prohibited from inclusion in collective bargaining by law shall not be subject to professional negotiations.
- 23.2 Beginning not later than April 1 of the calendar year in which this Agreement expires, the Association and Board agree to negotiate over a successor Agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning support staff's wages, hours, and terms and conditions of their employment. Any agreement so negotiated and ratified shall be reduced to writing and signed by the Board and the Association.
- 23.3 In any negotiations described in this Article, neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- 23.4 The final agreement shall be ratified by both parties. The Board and Association shall exchange results of their vote upon the completion of those votes. There shall be three signed copies of ratified agreement, one each for the Association, the Board, and the Superintendent's file. Any correspondence and communication between members of the Association and the Board relevant to conditions established by such Agreement shall be conducted directly through the Superintendent and the Association president.

ARTICLE 24

WAGE RATES

Beginning with the 2004-05 school year, bargaining unit members will be held harmless for the reduction in days over last year. If they work the same number of hours daily as they worked last year, their hourly rates will be adjusted so they earn the same wages for the school year as they did the previous school year.

For the 2014-2015 school year, wages will be increased by 1.5%.

\*For the 2015-2016 school year, the following will apply: a percentage raise will be calculated in combining the audited fund balance as of June 30 along with any changes that occur to per pupil funding as follows:

- + \$50,000 = 1% raise
- + \$75,000 = 2% raise
- + \$100,000 = 3% raise

24.1 Bus Driver Wages+

Route	Minutes	2014-2015
1	255	13,113
2	230	11,820
3	225	11,544
4	210	10,805

The base route rate for routes shall be \$10,262.

Bus routes are figured in minutes driven per day plus thirty (30) minutes for bus maintenance. The route with the longest duration will establish the base rate. The minutes driven plus thirty (30) for all other routes will be divided by the base route to determine the percent of the base route and establish a salary.

Example: Base Route 200 minutes paid at \$10,262

$$\text{Length of route} \div 200 = X$$

$$\$10,262 \times X = \text{Rate for specific route}$$

Each year an Addendum will be attached to reflect changes in route times as established by third (3<sup>rd</sup>) week of school.

Should the attendance days for students increase, the drivers' salary will reflect a pro-rata increase for each added day.

Bus Driver Trainer to be paid \$13.70 per hour.

<u>Extra Trips</u>	<u>Minimum Payment</u>
Payment: 9.95	26.16

Bus drivers shall suffer no loss of pay when they are unable to drive their regular route because they are assigned to drive an extra trip.

For out of town bus trips paid for by school clubs or organizations, the club or organization may request the driver or drivers of their choice.

Trip time will begin fifteen (15) minutes prior to scheduled departure time and end upon return to Posen School. Drivers must be at school fifteen (15) minutes before departure time.

Extra trip drivers will be paid \$5.95 per trip for cleaning the bus after the trip.

Drivers will be reimbursed \$6.30 for lunch/dinner if held over during a lunch/dinner period.

a. Over 100 miles one way entitled the driver to a lunch and/or a dinner.

b. Under 100 miles one way with a significant layover entitles the driver to a lunch and/or a dinner.

Regular drivers shall be given the option to drive extra trips, before they are offered to substitute drivers.

#### 24.2 Other Wages+

	2014-2015
High School Secretary	10.73
Paraprofessionals	
Instructional	10.00
Noon Hour/Recess Aide	8.15
Head Cook*	13.24
Cook	13.13
Head Custodian	15.89
Custodian	14.65
Housekeeper	10.10

\*The Head Cook responsible is for bookkeeping, inventory, and ordering of materials and product for food service.

+ Wage increases for 2015-2016 will depend on the fund balance formula included above.

No member will be reduced in wage.

In addition, the district will pay an off schedule stipend of \$500 to all members who qualify for single subscriber insurance and \$1,000 for members qualifying for two-person or family insurance for each year under this agreement.

### 24.3 Additional Schooling

The Board agrees to pay a member one cent (.01) per two hour increase for every successfully completed and committee approved semester hours of post high school training. The Board agrees to pay a member two (.02) cents per two-hour increase for every newly successfully completed and committee approved semester hours of post high school training.

Present employees will submit to a committee comprised of the Superintendent or designee and the Association President or designee, in writing all post high school course work including transcripts, certificates, and other evidence of completion of such work. The committee will determine which hours will be applicable.

Future employees will have their course work reviewed by the committee prior to establishing their hourly rate.

Should an employee wish to enroll in course work applicable to their employment, prior approval must be obtained from the committee to receive the additional schooling credit.

Should the Board require and fund work related training for the employee, said training hours or CEU's shall not apply to this clause.

#### Footnote:

It is understood that the hourly rate for school year employees (excluding bus drivers) was increased to hold them harmless for the number of days the school year was reduced. Should the days in the school year be increased, this fact will be taken into consideration.

## ARTICLE 25

### HEALTH INSURANCE

25.1 The Employer shall provide to the bargaining unit member\* the following insurance package effective July 1, 2014:

All bargaining unit members\* shall receive:

- MESSA Choices II with \$300/\$600 deductible, \$10 office visit, and Saver Rx. The Board shall pay 60% of the full family health insurance premium cap subsidy for the part-time position of high school secretary.
- Negotiated Life Insurance of \$10,000.

Following contract ratification and an open enrollment period, bargaining unit members\* shall receive:

- MESSA Choices II with \$500/\$1,000 deductible, \$10 office visit, and Saver Rx. The Board shall pay 60% of the full family health insurance premium cap for the part-time position of high school secretary.
- Negotiated Life Insurance of \$10,000.

\*Bus drivers must have two (2) runs. All other employees must work a minimum of six hours. Half time employees will be eligible for 50% subsidy. Employees working less than six hours but more than four per day will be prorated (e.g., five hours per day pro rates to 5/8ths subsidy by the Employer).

The Board will pay the statutory caps as their health insurance contribution. The statutory caps will be adjusted annually as prescribed by the State of Michigan. The member will make a monthly premium contribution for the amount above the statutory cap at his/her subscriber rate (single, two-person, full family). The Association and Board of Education may modify the insurance plan or employee contributions, by mutual agreement between both parties, during the life of this Agreement. A Section 125 wage reduction plan will be established for pretax payroll deduction of member insurance contributions.

Full time custodians, high school secretary, cooks, housekeeper, and paraprofessionals will receive in addition to the above:

- SET (full family) Dental 50% to 100% decreasing deductible to \$1500/year
- SET (full family) Ultra Vision (program comparable to VSP-2)

It is the understanding of both parties that the Board will declare itself policyholder of the negotiated MESSA insurance coverage and MESSA will then

change the PAR Agreement to accord policyholder status to the District. The parties further agree that policyholder status will not impair or change the benefit level or carrier negotiated in the collective bargaining Agreement or the current claims processing established by MESSA.

## 25.2 Options In Lieu of Health Insurance

Upon completion of appropriate written authorization from the employee, the employee not selecting health insurance may select one of two options:

1. The employee's choice of SET options or any annuity program presently serving Posen Consolidated Schools. The Employer's cost shall be the cost of the MESSA single subscriber health insurance for full time employees.
2. The employee has the option of receiving \$400 per month cash in place of an annuity for each of the twelve (12) months in the calendar year over the employee's pay checks for the year (i.e. school year employee will receive \$400 per month over 10 months, not 12).



SIGNATURE PAGE

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective duly authorized representatives.

NORTHERN MICHIGAN  
EDUCATION ASSOCIATION,  
MEA/NEA

POSEN CONSOLIDATED SCHOOLS  
BOARD OF EDUCATION

By Michael J. Zimmerman  
Mike Zimmerman  
NMEA Chairperson

By Kevin M. Wagniel  
Board President

By Mary P. Lieberman  
Mary Lieberman  
NMEA Staff Liaison

By [Signature]  
Board Secretary

By Deborah K. Larson  
Deborah K. Larson  
14A UniServ Director

By \_\_\_\_\_

By Lois Krajniak  
Lois Krajniak  
Bargaining Committee

By \_\_\_\_\_

By Jamie Szymanski  
Jamie Szymanski  
Bargaining Committee

By \_\_\_\_\_  
Matthew Bedard  
Bargaining Committee

By Mary Ann Zakshesky  
Mary Ann Zakshesky  
Bargaining Committee

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.



## APPENDIX A

### POSEN CONSOLIDATED SCHOOLS

#### JOB DESCRIPTION

TITLE: Head Cook – 7-1/2 Hours Per Day

#### QUALIFICATIONS:

1. Minimum of a High School Diploma
2. Minimum State Certification in Food Service
3. Good employment record, including attendance.
4. Demonstrates ability to assume responsibility and to work as a positive team with employees and staff.
5. Be able to lift and carry 50 pounds.
6. Serv Safe Certificate

SUPERVISOR: Superintendent or designee

#### RESPONSIBILITIES:

1. Set up kitchen for breakfast, including heating and serving food.
2. Maintain production worksheet for breakfast.
3. Plan menu for breakfast.
4. Help clean up breakfast area including kitchen and dishes.
5. Responsible for serving meals, cleanup, keeping track of supplies and ordering whatever is needed.
6. Prepare weekly food production sheets, fill daily sheets, and send to supervisor.
7. Prepare meal for the day (cook or bake). Responsible for quantity needed each day.
8. Order food supplies and bread orders.
9. Responsible for government orders and inventory.
10. Keep freezer, cooler and storeroom neat and orderly.
11. Do menu for Presque Isle Paper, school office and send copy to supervisor.
12. Put stock away in storeroom, freezer and cooler.
13. Make sure prep is done for the next day.
14. Help keep area and equipment clean.
15. Washing dishes, trays and other utensils daily or as needed
16. Supervise helpers.
17. Other tasks that may be deemed necessary by the Supervisor.

**TERMS OF EMPLOYMENT:** Work year shall include student attendance days, plus one (1) day at the beginning of and two (2) days at the end of school year for cleaning, opening, and closing of the kitchen.

# POSEN CONSOLIDATED SCHOOLS

## JOB DESCRIPTION

**TITLE:** Cook – Up to 7-1/2 Hours Per Day

**QUALIFICATIONS:**

1. Minimum of a High School Diploma
2. Minimum State Certification in Food Service.
3. Good employment record, including attendance.
4. Demonstrates ability to assume responsibility and to work as a positive team with employees and staff.
5. Be able to lift and carry 50 pounds.
6. Serv Safe Certificate

**SUPERVISOR:** Superintendent or designee

**RESPONSIBILITIES:**

1. In absence of Head Cook, replace her and perform her duties.
2. When cooking and baking help with preparation and keep pots and pans done. Help serve on lunch line.
3. Utilize commodities when planning lunch menus. Send copy of menu to office for papers and radio. Subject to approval of Superintendent.
4. Help supervise student helpers and paraprofessionals in their kitchen duties.
5. Do kitchen laundry when necessary.
6. Keep kitchen and related areas clean and in condition to pass Health Department inspection.
7. Washing dishes, trays and other utensils daily or as needed.
8. Help out wherever needed and shop for needed items.
9. Other tasks as may be needed – determined by the Supervisor (Superintendent or designee)

**TERMS OF EMPLOYMENT:** Work year shall include student attendance days and one (1) day at the beginning of and two (2) days at the end of the school year for cleaning, opening, and closing the kitchen.

# POSEN CONSOLIDATED SCHOOLS

## JOB DESCRIPTION

**TITLE:** High School Secretary

**QUALIFICATION:** Associates Degree or previous experience in field.  
Computer skills  
Typing skills  
Organizational skills  
School scheduling experience – preferred

**SUPERVISOR:** High School Principal/Superintendent or designee

### RESPONSIBILITIES:

1. Shall also perform duties as athletic director secretary.
2. Typing and filing and copying as needed.
3. Create master schedule and make changes when necessary.
4. Create classes for students attending A.C.C./Alpena extended day.
5. Assign lockers for students.
6. Attendance for Grades 7-12.
7. Import grades from teachers for report cards.
8. Produce transcripts for students.
9. Supervise and organize front office.
10. Supervise student aides.
11. Order supplies and supervise candy store as well as count and receipt money.
12. Sort mail and packages.
13. Administer first aid.
14. Other duties as determined by the High School Principal and/or the superintendent of Schools.

### TERMS OF EMPLOYMENT:

The work year for this position shall coincide with that of the Building Principal. The hours shall be five and a half (5.5) hours a day when students are in session, and three (3) hours a day when students are not in session, or as assigned by the principal, Board of Education, Superintendent, for part time employment.

# POSEN CONSOLIDATED SCHOOLS

## JOB DESCRIPTION

TITLE: Custodian/Maintenance - A

### QUALIFICATIONS:

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

SUPERVISOR: Superintendent or designee

### RESPONSIBILITIES:

1. Any cleaning of rooms as assigned.
2. Perform minor maintenance in assigned areas, to include repair to pencil sharpeners, tightening and replacing bolts, screws, changing lamps, etc.
3. Promote high safety standards at all times.
4. Custodian has to be at the front door at 3:00 p.m. to make sure that all the kids are gone.
5. Take down flag.
6. Dump all trash containers, pencil sharpeners, clean chalk rails, and pick up all large debris.
7. Sweep or vacuum all classrooms, offices, and corridors.
8. Spot clean carpets when needed.
9. Secure all doors and windows.
10. Take care of any and all activities.
11. Help with snow removal.
12. Set up and take down chairs and tables for meetings and special events.
13. Perform required summer cleaning and maintenance.
14. Bus driver certification and availability for bus runs required for custodian.
15. Shut off hot water.
16. Other duties as assigned by the supervisor.

TERMS OF EMPLOYMENT: Two Hundred Fifty-Six (256) day schedule.





# POSEN CONSOLIDATED SCHOOLS

## JOB DESCRIPTION

TITLE: Housekeeping - B

### QUALIFICATIONS:

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

SUPERVISOR: Superintendent or designee

### RESPONSIBILITIES:

1. Take out garbage from kitchen and cafeteria area.
2. Clean all assigned bathrooms and sinks.
3. Wash entry way floor when needed.
4. Clean sidewalks when needed (excluding snow).
5. Clean storage area when needed.
6. Clean teachers' lounges
7. Help with lawn care.
8. Other duties as assigned by the supervisor.

TERMS OF EMPLOYMENT: Will work one hundred and eighty (180) days at four (4) hours per day minimum.

## POSEN CONSOLIDATED SCHOOLS

### JOB DESCRIPTION

TITLE: Custodian/Maintenance - B

#### QUALIFICATIONS:

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

SUPERVISOR: Superintendent or designee

#### RESPONSIBILITIES:

1. Open building each day; to include heat, lights, hot water, security check, etc.
2. Tend to the boiler; performing routine maintenance and preventive maintenance.
3. Secure price quotation and order maintenance and custodial supplies and equipment.
4. Perform day-to-day maintenance on buildings and equipment.
5. Perform custodial duties during the day shift as may be required to keep the school and grounds clean and safe.
6. Possess a Michigan Commercial Driver License with the necessary endorsements to drive school bus, to facilitate transportation of students during the school day.
7. Supervise and assist with summer maintenance of buildings, grounds, and equipment.
8. Perform or be responsible for winter snow removal and lawn care in summertime.
9. Check playground equipment and maintain.
10. Dispose of trash and milk cartons, dump any other papers, etc., for breakfast.
11. Clean all buildings and furnishings.
12. Perform minor maintenance in assigned areas, to include repair to pencil sharpeners, tightening and replacing bolts, screws, changing lamps, etc., and report all major repairs or breakdowns.

13. Clean sidewalks.

Custodian/Maintenance – B

Page 2

14. Promote high safety standards at all times.
15. Put up flag.
16. Set up and clean lunchroom.
17. Take care of any and all school-related activities.
18. Will receive one (1) hour compensation for a Saturday or Sunday building check.
19. Take care of whatever the Supervisor may require.

TERMS OF EMPLOYMENT: Two Hundred Fifty-Six (256) day schedule.

# POSEN CONSOLIDATED SCHOOLS

## JOB DESCRIPTION

TITLE: PARAPROFESSIONAL

### QUALIFICATIONS:

NEW HIRE: Education minimum of an Associate Degree

PRESENT EMPLOYEE: Passed Parapro testing (WorkKeys) or equal test

1. Knowledge of or willingness to work with children of all ages with physical and mental disabilities.
2. Ability to relate successfully with fellow workers.
3. Ability to assume responsibility with a minimum of supervision.
4. Ability to supervise and work with young children.
5. Evidence of a good employment record, including attendance, if previously employed outside the home.
6. Basic knowledge of technology, including but not limited to computers.

SUPERVISOR: Superintendent or designee

### RESPONSIBILITIES:

1. General and individualized supervision of children.
2. Reinforce what has been taught by the teacher.
3. Supervise a safe setting for all students.
4. Follow schedule as outlined by Principal or designee and yet be flexible because of special programs within the school day.
5. Assist teachers and/or administration.
6. Recess Supervision shared equally among all paraprofessionals when possible.
7. Assist with mealtime programs:
  - A. Supervise
  - B. Cash register—weekly rotation of duty for breakfast/lunch or fill in as needed.
8. Dismissal supervision
9. Keep records when and where required.
10. Maintain a high level of ethical behavior and confidentiality.
11. Other duties as assigned by supervisor.

TERMS OF EMPLOYMENT: Work year shall include student attendance days, plus one (1) day at the beginning the

school year. Paraprofessionals work full days on student half days.

## POSEN CONSOLIDATED SCHOOLS

### JOB DESCRIPTION

**TITLE:** PARAPROFESSIONAL FOR HEARING IMPAIRED/DISABLED STUDENTS

**QUALIFICATION:**

1. Education: Minimum of a high school diploma.
2. Knowledge of or willingness to work with children of all ages with physical and mental disabilities.
3. Ability to relate successfully with fellow workers.
4. Ability to assume responsibility with a minimum of supervision.
5. Ability to supervise and work with students.
6. Evidence of a good employment record, including attendance, if previously employed outside the home.
7. Knowledge and experience in sign language.
8. Able to interpret classroom lessons and discussion to student, using sign language as needed.
9. Knowledge of technical terms signing for math, science, etc.
10. May require the use of American Sign Language (ASL).

**SUPERVISOR:** Superintendent or designee

**RESPONSIBILITIES:**

1. Regularly check student progress in classes, acting as a liaison between regular classroom teacher and student, monitoring progress.
2. Communicate needs to student, special education teacher and Superintendent.
3. Follow schedule as outlined by Principal or designee and yet be flexible because of special programs within the school day.
4. Keep records when and where required.
5. Maintain a high level of ethical behavior and confidentiality.
6. Other duties as assigned by supervisor.

**TERMS OF EMPLOYMENT:** Work year shall include student attendance days, plus one (1) day at the beginning the school year. Paraprofessionals work full days on student half days.

# POSEN CONSOLIDATED SCHOOLS

## JOB DESCRIPTION

TITLE: Bus Driver

### QUALIFICATIONS:

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

SUPERVISOR: Superintendent or designee

### RESPONSIBILITIES:

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

**TERMS OF EMPLOYMENT:** Student attendance days plus one (1) day at the beginning and one (1) day at the end of the year for route evaluation, inspection, and bus turn-in.



## POSEN CONSOLIDATED SCHOOL DISTRICT # 9

### JOB DESCRIPTION

**TITLE:** Noon Hour / Recess Aide

**QUALIFICATIONS:**

1. High school diploma
2. Demonstrated aptitude for the work to be performed
3. Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

**REPORT TO:** Principal or designee

**JOB GOAL:** To help establish and maintain a calm and pleasant atmosphere in the cafeteria and a controlled playground. To enable students to enjoy the group interaction and physical exercise which are an integral part of the District educational program.

**PERFORMANCE RESPONSIBILITIES:**

1. Supervises students at playtime and maintains a harmonious atmosphere on the playground. Makes safety a first priority.
  - a. In case of accident/injury, provides care as dictated by school policy.
  - b. Supervises distribution and collection of small playground equipment (balls, etc.)
2. Takes part in staff in-service training programs as needed.
3. Brings students to lunchroom and assists them during the lunch period.
4. Informs the Principal of any serious infraction of disciplinary rules by students.
5. Other responsibilities as determined by the Building Principal.

**TERMS OF EMPLOYMENT:** Full student attendance days.

Grievance no. \_\_\_\_\_

### Appendix B - Posen ESP Grievance Form

Name of grievant: \_\_\_\_\_ Date filed: \_\_\_\_\_

Work location: \_\_\_\_\_ Classification/assignment: \_\_\_\_\_

Date grievance occurred: \_\_\_\_\_

#### Informal Level

Date discussed with supervisor: \_\_\_\_\_

Result of discussion: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature of grievant Date

\_\_\_\_\_  
Signature of Association Rep Date

#### Formal Level I

Nature of grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract article(s) or practice(s) violated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relief sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date received by supervisor: \_\_\_\_\_

Disposition by supervisor: \_\_\_\_\_

\_\_\_\_\_  
Signature Date

Date received by Association: \_\_\_\_\_

Disposition by Association: \_\_\_\_\_

\_\_\_\_\_  
Signature Date

**Formal Level II**

Date received by superintendent or designee: \_\_\_\_\_

Disposition by superintendent or designee: \_\_\_\_\_

\_\_\_\_\_  
Signature Date

Date received by Association: \_\_\_\_\_

Disposition by Association: \_\_\_\_\_

\_\_\_\_\_  
Signature Date

**Formal Level III**

Date submitted to arbitration: \_\_\_\_\_

Disposition by arbitrator: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

**Distribution of copies:**

- Local president
- Grievant
- MEA Uniserv Staff Representative
- Supervisor
- Superintendent