

084

6/30/2001

MASTER AGREEMENT

between the

**HASTINGS EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION-
MEA/NEA**

and

**HASTINGS AREA SCHOOL SYSTEM
BOARD OF EDUCATION**

Hastings Area Schools

July 1, 1999 — June 30, 2001

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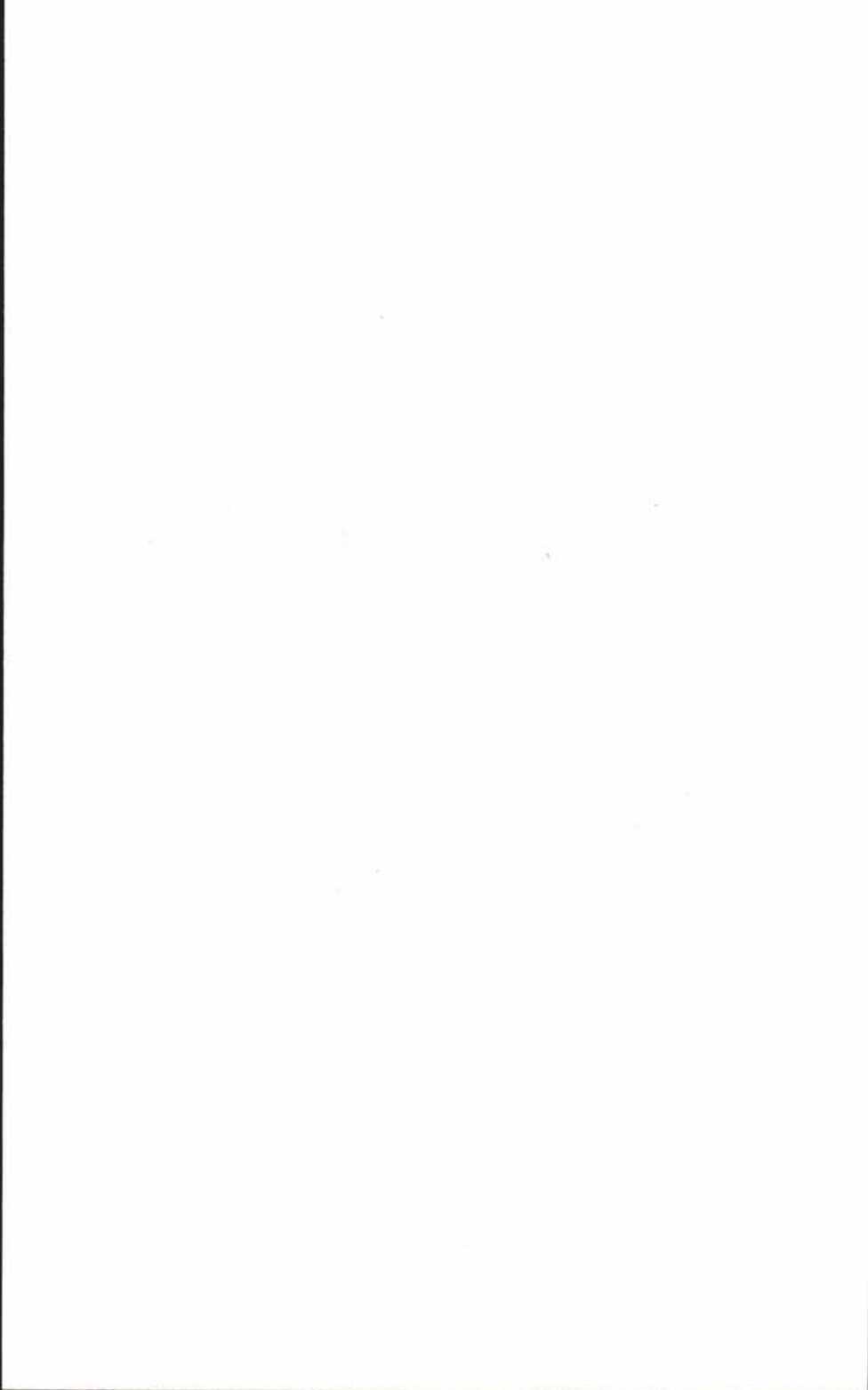


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ARTICLE 1 - AGREEMENT

This Agreement entered into this 15th day of June, 1999, by and between the Hastings Educational Support Personnel Association-MEA/NEA, hereinafter called the "Association," and the Hastings Area School System Board of Education, hereinafter called the "Employer."

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 2 - PURPOSE

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. B36 of the Public Acts of 1947 as amended, to establish the wages, hours, and terms and conditions of employment for the members of the bargaining unit herein defined.

ARTICLE 3 - RECOGNITION

The Employer recognizes the Association as the sole and exclusive bargaining representative pursuant to PERA for all full-time and regular part-time custodial and maintenance; secretarial and clerical; library secretarial and library paraprofessional; paraprofessional; and food service employees on probation or having completed their probation, employed or to be employed by the Employer performing any work currently being performed by bargaining unit members but excluding: technical supervisor, substitutes, supervisors, the three Administration Office secretarial staff, casual employees [defined as those part-time employees in the Food Service and Paraprofessional classifications working less than ten (10) hours per week] and all other employees.

When used in this Agreement, the term "custodial/maintenance" shall refer to all custodial and maintenance personnel who are members of the bargaining unit. The term "secretary" shall refer to all secretarial personnel who are members of the bargaining unit. The term "paraprofessional" shall refer to all paraprofessional personnel who are members of the bargaining unit. The term "food service" shall refer to all food service personnel who are members of the bargaining unit. The terms "employee(s)" or "bargaining unit member(s)" shall refer to all bargaining unit members.

ARTICLE 4 - ASSOCIATION RIGHTS

- A. The Association shall and its representatives shall have the right to use school facilities and equipment for meeting at reasonable times when such facilities are not otherwise in use and upon the express prior permission of the administrator responsible for such facilities and equipment. The Association shall be responsible

for proper use of all facilities and equipment, including leaving them in the same condition as they were prior to the Association's use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and shall be liable for damages caused to said equipment by improper use by individuals using it for Association business.

- B. Duly authorized non-employee representatives of the Association and its respective affiliates, the Michigan Education Association (MEA) and the National Education Association (NEA), shall be permitted to transact local Association business on Employer property at all reasonable times, provided that this shall not interfere with or interrupt normal operations. Such representatives shall notify the administrator responsible for the building or facility which they intend to enter of their presence and the nature of their intended business prior to actually conducting any such business.
- C. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards in each building or facility to which bargaining unit members may be assigned. To the extent permitted by law, the Association may use the inter-school District mail system, without U.S. postage, to distribute Association material. Bulletin board materials shall be limited to: notices of recreational and social events; notices of elections and results; and notices of meetings. A copy of all such notices will be forwarded to the Employer.
- D. The Employer agrees to furnish to the Association in response to reasonable requests available information concerning the Employer's financial resources and expenditures, including annual financial reports and audits, names, addresses, seniority and experience credit of all bargaining unit members; compensation paid thereto; budgetary requirements and allocations as adopted by the Board; agendas, minutes, and reports of all Employer Board meetings; census and membership data; and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs or proposals on behalf of bargaining unit members together with information which the Association may require to process any grievance or complaint.
- E. The Association likewise agrees to furnish to the Employer in response to reasonable requests such available information as will assist the Employer in developing intelligent, accurate, informed and constructive programs or proposals together with information the Employer may require to process any grievance or complaint.
- F. The rights granted herein to the Association shall not be granted or extended to any competing labor organization seeking to represent this bargaining unit.

- G. The Association shall furnish the Employer, in writing, with the names of the persons holding office in the Association within ten (10) days of election.

ARTICLE 5 - EMPLOYER RIGHTS

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan Revised School Code, or any other laws or regulations, provided that such rights and responsibilities shall be exercised by the Employer in conformity with the provisions of this Agreement.
- B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished hereby by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.
 2. Continue its rights, policies and practices of assignment and direction of its personnel, and the right to establish, modify or change any business or school hours or days.
 3. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing, dissemination, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
 4. Adopt rules and regulations.
 5. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.
 6. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.
 7. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

8. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
 9. Establish training programs for employees and to require attendance at any workshop, conference, etc., by employees, including special programs, during bargaining unit members' regular working hours.
 10. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, determine the size of the work force and to lay off employees.
 11. Determine and re-determine job content.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
- D. Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board.

ARTICLE 6 - EMPLOYEE RIGHTS AND PROTECTION

- A. No non-probationary bargaining unit member shall be disciplined without just cause. The term "discipline" includes: written warning, reprimand, suspension and dismissal. Adverse evaluation of bargaining unit member performance shall not be subject to the grievance procedure.
- B. Each employee shall have the right to have an Association representative present at any scheduled meeting or conference with an administrator or supervisor at which there exists a reasonable likelihood (to the administrator's or supervisor's prior knowledge) that the conference will result in imposition (or recommendation therefore) of disciplinary sanctions against said employee. No disciplinary action shall be taken against an employee without the presence of such representation (unless waived by the employee) except in emergency situations in which both immediate action is necessary and prior notification of a representative is not reasonably possible. If disciplinary action shall become likely at a given meeting the employee shall be advised immediately of such possibility.
- C. An employee shall have the right upon written request to review the contents of his/her personnel file (excluding materials exempt from review by the Bullard-Plawecki Employee Right to Know Act and other applicable laws) and to have a

representative of the Association accompany him/her in such review. Such reviews shall not exceed twice during any single calendar year and shall not be held during the employee's regular duty hours (except lunch and break periods) unless expressly authorized by the employee's immediate supervisor.

- D. Whenever new substantive material pertaining to the conduct or performance of a bargaining unit member, including but not limited to student, parental, or school personnel complaints, are to be placed in an employee's personnel file, the employee shall first be provided an opportunity to review the material so included. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. After reviewing material to be placed in an employee's file, the affected employee shall sign said material and such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the employee shall refuse to so sign any such material, the administration may send a copy of same to the President of the Association, who shall sign same and specifically acknowledge in writing that a copy was served on the employee and that the employee refused to sign same.

ARTICLE 7 - GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsections of this contract alleged to have been violated;
5. It shall contain the date of the alleged violation;
6. It shall specify the relief requested.

The time limits in these procedures may be either shortened or extended by mutual written agreement. The time limits provided under this procedure shall be strictly observed. Failure of the grievant or Association to proceed to the next grievance step within the time limits set forth shall be deemed to constitute

acceptance of the Employer's decision and shall constitute a waiver of any further appeal on the grievance.

INFORMAL LEVEL: When a cause for grievance occurs, the affected bargaining unit member(s) shall request a meeting with his/her immediate supervisor in an effort to resolve the complaint. This request shall be made within ten (10) days of the alleged occurrence or omission giving rise to the grievance. The Association may be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the result(s) of the meeting, he/she may formalize the complaint in writing as provided hereunder.

FORMAL LEVEL 1: If a complaint is not resolved in a conference between the affected bargaining unit member(s) and his/her immediate supervisor at the Informal Level, the complaint may be formalized in writing, within ten (10) days of the Informal Level meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the immediate supervisor. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.

FORMAL LEVEL 2: Within five (5) days of receipt of the Supervisor's decision at Level 1, if the Association is not satisfied with this disposition of the grievance at Level 1 [or if no disposition has been made within five (5) days of the receipt of the grievance by the immediate supervisor], the grievance shall be transmitted to the Director of Operational Services. Within five (5) days after the grievance has been so submitted, the Director of Operational Services shall meet with the Association on the grievance. The Director of Operational Services, within five (5) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant(s).

FORMAL LEVEL 3: Within five (5) days of receipt of the decision of the Director of Operational Services at Level 2, if the Association is not satisfied with the disposition of the grievance at Level 2 [or if no disposition has been made within five (5) days of the grievance meeting at Level 2], the grievance shall be transmitted to the Board of Education. Within thirty (30) days after the grievance has been so submitted, a committee of the Board or a designee shall meet with the Association on the grievance. It is understood that the decision on the disposition of the grievance shall be rendered by the Board no later than its next regularly scheduled meeting following the grievance hearing.

FORMAL LEVEL 4: If the Association is not satisfied with the disposition of the grievance at Level 3 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 Association desires to submit a matter to Arbitration, a

petition shall be filed (with a copy to the Employer) within ten (10) days after the Employer's Level 3 response. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association in accordance 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.

B. The term "days" as used herein shall mean "work days" when the District's central administrative offices are open. All grievances shall be processed during times which do not interfere with the performance of employee job responsibilities.

C. Powers of the Arbitrator

It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. The arbitrator shall have no power to rule on any of the following:
 - a. Actions taken by the Employer with respect to probationary employees including, but not limited to, discipline and discharge.
 - b. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.
 - c. Any matter involving the content of an employee evaluation.
3. He/she shall have no power to change any practice, policy, or rule of the Employer nor to substitute his/her judgment for that of the Employer as to the reasonableness of any such practice, policy, rule, or any action taken by the Employer. His/her power shall be limited to deciding whether the Employer has violated the express articles or sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the Employer from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Employer.
4. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide. In rendering a decision, an arbitrator shall give due regard to the

responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

5. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine the arbitrability of said dispute. By stipulation of the parties, the Arbitrator shall have the authority to concurrently hear both the jurisdictional issues and the merits of the dispute in the same proceeding. Should the Arbitrator determine that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits. Submission of jurisdictional issues to the Arbitrator shall not be regarded as a waiver by either party of its right to institute civil litigation contesting either the authority of the Arbitrator or any award allegedly rendered in excess of such authority.
6. There shall be no appeal from the arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved and the Employer. Any litigation to vacate or enforce the Arbitrator's decision must be initiated within six (6) months of the issuance of the Opinion and Award.
7. The fees and expenses of the arbitrator shall be shared equally by the Association and the Employer.

D. Claim for Back Pay

The Employer shall not be required to pay back wages more than thirty (30) days prior to the date a written grievance is filed.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any other employment or unemployment compensation during the period of the back pay.
2. No decision in any one case shall require a retroactive wage adjustment in any other case.

ARTICLE 8 - PERFORMANCE OF UNIT WORK
BY NON-UNIT EMPLOYEES AND STUDENTS

- A. Immediate supervisors of bargaining unit members shall continue to perform bargaining unit work at the same level and extent as has been customary prior to the execution of this Agreement. In addition, supervisors may perform unit work

for the purposes of demonstration, training or in emergency conditions or where required technical expertise is not available in the bargaining unit, in the Employer's judgment. "Emergency" shall be defined, for the purposes of this Article, as an unforeseen or critical circumstance or combination of circumstances which call for immediate action and which is not expected to recur on a regular basis.

- B. Utilization of co-op students and student help is a management function. Such utilization will be continued at least at the same level and extent as has been customary prior to the execution of this Agreement.
- C. It is understood that a technical supervisor may perform work customarily performed by the specialized maintenance person which cannot be performed by other bargaining unit members.

ARTICLE 9 - AGENCY SHOP

- A. 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 of the first day of employment shall, as a condition of employment, pay a service fee to the Association reflecting the fair share of the cost of negotiating and administering this Agreement. Any dispute pertaining to the calculation or amount of the service fee shall be a matter between the employee and the Association and shall not be subject to the grievance procedure or any other proceeding involving the Board of Education or the Employer.
- B. In the event that the employee fails to sign and deliver, as specified above, an assignment authorizing deductions of dues or service fees, the Association may request the Employer to deduct an amount which shall be established in compliance with all applicable legal requirements and which shall not exceed the amount of dues and fees uniformly required of the members of the Association in the manner provided below. This deduction shall be made pursuant to the authority of MCLA 408.471 et seq., being P.A. 1978, No. 390.

The Association shall make this request in writing and shall verify to the Board that the employee has not tendered the required membership dues or service fees. If the bargaining unit member in question denies that he/she has failed to pay the dues or service fee, the employee may request and will receive a hearing before the Employer limited to the question of whether the employee has paid the required dues or service fees.
- C. If no hearing is requested by the employee or if it is otherwise determined that the employee has not authorized or paid the required dues or service fees, the Employer shall make the required deduction from the employee's wages.

- D. Pursuant to Chicago Teachers Union v Hudson, 106 S. Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that Policy 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 procedure set forth in this Agreement.

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 (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment 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 that given school year.

- E. All dues and service fee deductions made pursuant to the union security provisions of this Article shall be made in ten (10) equal installments, commencing in September and concluding in June.
- F. The Association will certify at least annually to the Employer, at least fifteen (15) days prior to the date of the first payroll deduction for payroll deduction for professional fees and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of said professional fees and the amount of service fees to be deducted by the Employer, and that said professional fees or service fees are only those permitted by the Agreement and by law.

The Association agrees to cooperatively discuss and exchange information with the Board regarding the Association's service fee collection and objection procedures. The Association agrees, upon request from the Board, to provide the Board for its review a copy of the Association's current policy and procedures regarding bargaining unit member objections to Association fees and/or expenditures, together with a copy of all materials annually distributed by the Association and its affiliates to bargaining unit members who choose not to join the Association and/or object to representation service fees.

- G. Further, the Association agrees to promptly notify the Employer in the event a Court order, Order of an administrative agency, or arbitration award is rendered restricting the Association from implementing its agency fee objection policy or from charging or allocating any of the Association's expenditures to bargaining unit members who choose not to join the Association. In the event of the entry of

such an Order or arbitration award, the Employer shall promptly give notice to the Association of any decision made by the Employer with regard to compliance.

- H. A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment. However, such bargaining unit member shall be required, in lieu of periodic dues, service fees and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Donation shall be made to one (1) of three (3) such charitable organizations as mutually designated by the Employer and the Association.
- I. Nothing in this Article shall be interpreted or applied to require employee contributions to political action or other similar funds of the Association or its affiliates. Such deductions shall only be made with the written consent of the employee, on file with the Board, in accordance with applicable statutory provisions.
- J. The Association shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability which may arise out of or by reason of action taken or not taken by the Employer in reliance upon information furnished to the Employer by the Association in the course of enforcing this Article. Further, the Association agrees to indemnify and save the Employer, the Board of Education, the individual members of the Board of Education, and individual administrators, harmless against any and all claims, demands, costs, suits, claims for attorneys' fees or other forms of liability as well as all Court and/or administrative agency costs that may rise out of or by reason of, action by the Employer or its agents for purposes of complying with the union security provisions of this Agreement. The Association also agrees that neither it nor its affiliates will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.

The Association shall have the right to negotiate a settlement with a bargaining unit member whose wages have been subject to involuntary deduction under this Article, provided that this does not involve expenditure of Employer resources or require the Employer to take other remedial action to which it has not consented.

ARTICLE 10 - INSURANCE

A. Custodial/Maintenance and Secretarial Personnel

1. a. The Board shall remit on behalf of the eligible bargaining unit member premium payments (as specified below) for insurance coverage equal to or better than MESSA SuperCare I. Custodial/maintenance and secretarial personnel hired after July 1, 1999 shall be eligible for Board-paid premium contributions for single subscriber coverage only.

b. An eligible bargaining unit member who waives the health/hospitalization coverage above shall receive up to the single subscriber rate, subject to the limits of ¶ 3 below.

The above amount shall be elected and paid under the terms of an IRC Section 125 Plan developed and administered by the Board. Bargaining unit members may enter into an elective voluntary salary reduction agreement with the District to contribute this amount in an IRC Section 403 (b) annuity, less any required employee FICA.

c. Any cash stipend paid under (b) above is subject to deduction for FICA and employee tax withholding.

2. The Board shall pay premiums for a \$25,000 term life insurance policy for each employee.

3. It is agreed that the Employer's obligation under this Article is to make premium contribution or to the extent that such monthly premium contributions do not exceed:

effective 7-1-99
for 1999-2001

Single subscriber	\$265.25
Two persons	593.92
Full family	659.81

Should such premiums exceed the above mentioned limits the Association agrees on behalf of its members that an automatic payroll deduction will be made to make up such an excess.

4. The Priority Health HMO plan shall be a voluntary option provided the minimum number of participants is met.

5. The Board shall make premium payments in addition to 1. or 4 above, a Delta Dental plan (C-03) 50/50/50, MBL \$1,000.
6. The Board shall make premium payments in addition to 1. or 4, and 5 above, VSP-2 vision care program.

B. Food Service Personnel

1.
 - a. The Board shall remit on behalf of each eligible bargaining unit member premium payments (as specified below for) insurance coverage equal to or better than MESSA SuperCare I.
 - b. The premium payment by the Board shall be for the single subscriber (according to the limits specified below) rate only and shall only be provided to the Food Service employee regularly assigned to work four (4) hours or more each day.
 - c. Persons not choosing the health/hospitalization coverage above shall have up to the single subscriber rate, subject to the limits of ¶ 3 below, for the purchase of MESSA or similar options.

The above amount shall be elected and paid under the terms of an IRC Section 125 Plan developed and administered by the Board. Bargaining unit members may enter into an elective voluntary salary reduction agreement with the District to contribute this amount in an IRC Section 403(b) annuity, less any required employee FICA.

Any cash stipend paid under this subparagraph is subject to deduction for FICA and employee tax withholding.

2. The Board shall pay premiums for a \$20,000 term life insurance policy for each employee.
3. It is agreed that the Employer's obligation under this Article is to make premium contributions to the extent that such monthly premium contributions do not exceed:

effective 7-1-99
for 1999-2001

Single subscriber	\$265.25
-------------------	----------

Should such premiums exceed the above mentioned limits the Association agrees on behalf of its members that an automatic payroll deduction will be made to make up such an excess.

4. The Priority Health HMO plan shall be a voluntary option provided the minimum number of participants is met.

C. Paraprofessional Personnel

1. Paraprofessional employees shall not receive insurance benefits, with the exception of Paraprofessional bargaining unit members in the categories of Health Care II-Specialized/Special Education/Vocational Training and In-School Suspension/ Early Childhood (CDA) who shall be eligible for enrollment in health insurance under the following conditions:
 - a. The Board shall remit on behalf of each eligible bargaining unit member premium payments (as specified below) for insurance coverage equal to or better than MESSA SuperCare I.
 - b. The premium payment by the Board shall be for the single subscriber rate only (according to the limits specified below) and shall only be provided to the Paraprofessional bargaining unit member in the above categories regularly assigned to work (7) hours or more each day.
 - c. Persons not choosing the health/hospitalization coverage above shall have up to the single subscriber rate, subject to the limits of ¶ d below, for the purchase of MESSA or similar options.

The above amount shall be elected and paid under the terms of an IRC Section 125 Plan developed and administered by the Board. Bargaining unit members may enter into an elective voluntary salary reduction agreement with the District to contribute this amount in an IRC Section 403 (b) annuity, less any required employee FICA.

Any cash stipend paid under (b) above is subject to deduction for FICA and employee tax withholding.

- d. It is agreed that the Employer's obligation under this Article is to make premium contributions to the extent that such monthly premium contributions do not exceed:

effective 7-1-99
for 1999-2001

Single Subscriber \$265.25/month
(after three years)

- e. Eligible Paraprofessionals in the categories indicated above shall be entitled to Employer premium contributions for the above coverage, based on the following schedule:

1. after one (1) year = 50% of single subscriber
Employer contribution
2. after two (2) years = 75% of single subscriber
Employer contribution
3. after three (3) years = 100% of single subscriber
Employer contribution

All years of employment must have been in a category which is eligible for Employer health premium contributions under this Agreement.

- f. Where health premiums exceed the above mentioned limits an automatic payroll deduction from the participating employee will be made to make up such an excess.

- g. The Priority Health HMO plan shall be voluntary, provided the minimum number of participants is met.

D. General Provisions

1. All disputes regarding insurance (except premium payments) are between employee and the insurance carrier. Such disputes shall not be subject to the grievance procedure.
2. The Board agrees to provide a flu shot for those members of the Association who desire a flu shot.

3. Health plan specifications for the coverage identified in this Article shall not include coverage for services which the Board is prohibited from funding under Section 166d of the State School Aid Act or its successor provision.

ARTICLE 11 - PART-TIME BARGAINING UNIT MEMBERS

A. Custodial/Maintenance and Secretarial Personnel

1. Regularly employed part-time bargaining unit members working more than thirty (30) hours per week shall be entitled to all benefits under this Agreement (the same as regular full-time employees). Educational secretarial personnel shall not be considered part-time employees if they are regularly scheduled to work thirty (30) or more hours/week and the school year (SY) or longer annually.
2. Regularly employed part-time bargaining unit members working twenty (20) or more hours but less than thirty (30) hours per week shall be entitled to the following economic benefits under this Agreement:
 - a. Wage rate in appropriate classification for number of hours worked.
 - b. Employer contributions for contractual insurance premiums shall be pro-rated according to the number of hours worked.
 - c. Sick leave, vacation, and personal leave shall be pro-rated based on number of hours worked.
3. Seniority and non-economic benefits shall accrue as if the employee is full-time regardless of his/her part-time status.
4. No bargaining unit member shall be employed for less than twenty (20) hours per week.
5. The Employer agrees to notify the Association when the Employer creates part-time positions. Upon request, the Employer agrees to discuss the classification, job duties, and other working conditions associated with the part-time position with the Association. This obligation shall not require re-negotiation of any portion of this Agreement. In the event the parties fail to reach Agreement, the dispute may be processed through the grievance procedure.

B. Food Service Personnel

1. Food service employees shall be considered full time employees unless they work less than thirty (30) hours per week. Food service employees shall be entitled to the following economic benefits under this contract:
 - a. Wage rate in the appropriate classification for the number of hours worked.
 - b. Employer contribution for contractual insurance benefits in accordance with Article 10, Section B.
 - c. Sick leave and personal leave shall be pro-rated based on the number of hours worked and shall be recorded when earned and when used as hours.
2. Seniority and non-economic benefits shall accrue as if the employee is full time regardless of his/her part-time status.
3. Food service employees working less than ten (10) hours per week shall be considered casual part-time employees and as such shall not be members of this bargaining unit.

C. Paraprofessional Personnel

1. All Paraprofessional personnel shall be considered to be part-time employees. They shall be entitled to the following economic benefits under this contract:

Wage rate in the appropriate classification for the number of hours worked.
2. Seniority benefits shall accrue as if the employee is full-time regardless of his/her part-time status.
3. Paraprofessional employees working less than ten (10) hours per week shall be considered casual part-time employees and as such shall not be members of this bargaining unit.

ARTICLE 12 - NEGOTIATIONS PROCEDURE

- A. It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing

between the parties. It is likewise recognized that matters previously unforeseen may be negotiated by mutual consent of the parties.

- B. Representatives of the Employer and Association may meet during the term of this Agreement for purposes of discussing matters of mutual concern. These meetings are not intended to by-pass the grievance procedure or to constitute negotiations.
- C. Negotiations between the parties on a successor agreement shall begin at least sixty (60) days prior to the expiration of the contract term. When negotiations are conducted during regular school hours, released time shall be provided for the Association's negotiating committee.
- D. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- E. This Agreement supersedes and cancels all previous Agreements, verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- F. There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Employer and one (1) by the Association. Copies of this Agreement shall be printed at the expense of the Employer within thirty (30) days after the Agreement is signed and presented to all bargaining unit members now employed or hereafter employed by the Employer. All school district personnel policy revisions pertaining to this bargaining unit shall be distributed to all bargaining unit members within thirty (30) days of the policy revision.

ARTICLE 13 - SEPARABILITY

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

It is further agreed that within ten (10) days of the effective date of legislation making any provision of this Agreement unlawful or of notification of a judicial determination of such illegality the Employer and the Association will commence negotiating to reach a

new agreement concerning the subject matter of the provision(s) determined to be illegal, to the extent that such negotiation is permitted by law.

ARTICLE 14 - WORK SCHEDULES

A. Custodial/Maintenance Personnel

1. The normal work week for custodial/maintenance employees shall be Monday through Friday. The regular working day shall consist of eight (8) hours per day. All custodial/maintenance employees shall be at their regularly assigned building ready to commence work at their scheduled starting time.
 - a. The Employer shall have the right to establish a maintenance-security classification having a five (5) day work week other than that specified immediately above.
2. The first shift is any shift that regularly starts on or after 4:00 a.m. but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m. but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m. but before 4:00 a.m.
 - a. Employees on the second shift shall receive a one-half (1/2) hour paid lunch to be taken in their assigned building. First and third shift employees shall have a one (1) hour unpaid lunch period.
 - b. Second shift lunches shall be taken at 6:00 p.m. except in cases of a work-related emergency when an employee may extend the lunch time to accommodate the interruption.
3. Employees shall be entitled to one (1), fifteen (15) minute break for each four (4) hours worked. Breaks shall be taken within the employee's assigned building. Employees working less than a full shift (8 hours) shall be entitled to only one (1), fifteen (15) minute break. Employees working a full shift (8 hours) shall have the option of taking one (1), thirty (30) minute break per shift.
4. Work hours during the summer, winter, and spring break periods when school is not in session shall be 7:00 a.m. to 3:30 p.m., including one-half (1/2) hour unpaid lunch. The Association shall continue the past practice of rotating coverage of the Middle and High School buildings until 4:00 p.m. during summer, winter, and spring break work hours.

B. Educational Secretarial Personnel

1. Educational Secretarial employees will work forty (40) hours per week until or unless there are staff layoffs, at which time less hours may be specified by the building principal or the employee's immediate supervisor. The actual daily work schedule shall be determined by the employee's immediate supervisor after consultation with the involved employee(s). It is up to the building principal or the immediate supervisor to work out a satisfactory lunch period of at least one-half (1/2) hour unpaid lunch per day as well as any other changes in the work day.
2. The work day for twelve (12) month secretaries will be seven (7) hours during Christmas and Spring vacation periods. The work day during the summer vacation period will be seven (7) hours, beginning five (5) days following the closing of school and ending on the Friday preceding the first day of school by one (1) week.
3. All Educational Secretarial employees shall be allowed a fifteen (15) minute break in the morning and afternoon, with the option of one (1) thirty (30) minute break per day. Break time shall be approved by the immediate supervisor.
4. All Class I and Class II Educational Secretarial employees shall be allowed to leave work, without loss of pay, one-half (1/2) hour early on days prior to Spring Break and Christmas Break.
5. All school year secretaries shall be given written notice of date of return to work each year no later than the last day of the school year.

6. Work Schedule

<u>Secretarial Position</u>	<u>Work Schedule</u>
To Elementary Principal	SY + 10 days
To Assistant Sr. High Principal	SY + 10 days
For Guidance Department - Sr. High	SY + 10 days
For Guidance Department-Middle School	SY
To Middle School Principal	SY + 10 days
To Adult Education Coordinator	52 weeks
Adult Education Secretary(s)	SY + 10 days
To Senior High Principal	52 weeks
Library Secretarial Personnel	SY
Paraprofessional (Library)	SY
Pre-School/At-Risk	Conditional upon grant funding

- b. The work schedule may be adjusted by the Administration.

C. Food Service Personnel

1. Food Service employees shall work the number of hours and work schedule as deemed necessary and designated by the Employer on those days that students are in attendance and lunch must be served. This work schedule may be adjusted by the Employer.
2. Food Service employees employed on or before October 16, 1995, who work two and one-half (2 1/2) hours or more per day shall be entitled to a twenty (20) minute paid lunch during which they must remain on school premises. Food service employees employed after October 16, 1995, must work more than two and one-half (2 1/2) hours per day to be entitled to this paid lunch period.
3. Food Service employees working seven (7) or more hours per day shall be entitled to two (2), fifteen (15) minute rest periods. Food Service employees working more than four (4) and up to seven (7) hours per day shall be entitled to one (1), fifteen (15) minute rest period. Breaks shall be taken within the employee's assigned building.
4. Extra hours may be assigned by the Employer.
5. All Food Service employees shall be given the opportunity to work the breakfast program by the Employer. At the annual meeting, prior to the beginning of each school year, an employee must indicate his/her willingness to work breakfast during that school year. Food Service employees who have completed their probationary period may join the rotation at the second semester. The Employer shall rotate the available work among the interested non-probationary employees on an equal basis, if possible. Normally, a breakfast rotation work period will be for ten (10) days in a row. Breakfast program hours shall be considered as extra hours rather than regularly assigned hours

D. Paraprofessional Personnel

1. Paraprofessionals shall work the number of hours and work schedule as deemed necessary and as designated by the Employer on those days that students are in attendance and any other days as may be necessary. This work schedule may be adjusted by the Employer.
2. Paraprofessionals working four (4) or more hours per day shall have a one-half (1/2) hour unpaid lunch period at a time designated by the Employer.

3. Paraprofessional employees working seven (7) or more hours per day shall be entitled to two (2), fifteen (15) minute rest periods. Paraprofessional employees working more than four (4) and up to seven (7) hours per day shall be entitled to one (1), fifteen (15) minute rest period. Breaks shall be taken within the employee's assigned building.
 4. Paraprofessionals whose assignment is dependent on attendance of students or necessary participants in the nursery classroom, adult education, or the learning center shall be required to wait one (1) paid hour for sufficient attendance. If such attendance is not evidenced they shall be sent home.
- E. Custodial/Maintenance, Secretarial and Food Service personnel shall not be required to supervise playgrounds.
- F. The employees and the Association agree that time of all break and lunch periods shall be strictly observed.

ARTICLE 15 - OVERTIME

- A. Custodial/Maintenance Personnel
1. Overtime Rates
 - a. Overtime at time and one-half of the bargaining unit member's rate shall be paid for all hours worked in excess of forty (40) hours during the normal work week, or eight (8) hours during the normal work day (overtime shall only be paid once for each hour worked), or shall be given at an equivalent amount of compensatory time off for such overtime. Such time off shall be by mutual agreement of the employee and the immediate supervisor. Such agreement shall be reached in advance of the overtime and the time must be taken during the next pay period following the overtime, unless mutually agreed to otherwise by the employee and the immediate supervisor.
 - b. Double time will be paid for holidays and Sundays, except where modified by the bargaining unit member's work schedule. (Time and one-half will be paid for their first day worked which would otherwise be their first regular day off. Double time will be paid for their second day worked which would otherwise be their second regular day off.)

2. Allocation of Overtime

- a. Whenever the Employer requires custodial overtime, the person in that classification with the least amount of overtime charged within the building where overtime is required shall be called first. If that person declines the assignment, it will be offered to the person(s) within the same classification in the same building having the next least amount of charged overtime. If the assignment cannot be filled in this fashion, it will be offered to the person(s) within the same classification in the District having the least amount of charged overtime. If the assignment cannot be filled in this manner, the Employer may assign the work to any available bargaining unit or non-bargaining unit person.
 - b. Whenever the Employer requires maintenance overtime, the person in that classification with the least amount of overtime charged in the specific job category where overtime is required shall be called first. If that person declines the assignment, it will be offered to the person(s) within the same job category having the next least amount of charged overtime. If the assignment cannot be filled in this manner, the Employer may assign the work to any available bargaining unit or non-bargaining unit person. However, if the required overtime requires specific training, the Employer will assign the overtime to the person(s) possessing such training.
3. Time not worked because bargaining unit members were either unavailable or declined the overtime assignment will be charged to the unavailable or declining employee(s) for purposes of overtime rotation. The only exceptions will be where the employee is unavailable for the overtime assignment because the employee is scheduled on a regular shift during the period of the overtime assignment, due to illness of the employee, or the employee's being on a vacation and/or personal leave at the time of the offering of the overtime.
 4. An overtime list showing overtime hours charged to each bargaining unit member shall be posted bi-weekly in a prominent place. The Association shall have five (5) working days after such posting to challenge the accuracy of any information contained on the overtime list. If no challenge is forthcoming, the Employer's list shall be considered conclusive. Employees wishing to be on the overtime list shall so notify their supervisor. This notice may only be given on June 1 and December 1.
 5. All new bargaining unit members shall, upon hire, be charged the maximum number of overtime hours in their classification. Bargaining unit members who change classification shall be charged the maximum

number of hours in their new classification. New bargaining unit members shall be asked upon employment whether or not they wish to be on the overtime list.

6. An employee reporting for overtime duty shall be guaranteed at least two (2) hours pay at the applicable overtime rate specified in 1., a. and 1., b. above. This two (2) hour guarantee shall apply to "call-in" situations only and not where an employee is requested by supervision to perform occasional extra work commencing at the end of the normal shift of that employee. In the latter instance, overtime shall be offered to the person in the classification in that building having the least amount of charged overtime.
7. Before commencing an overtime assignment, the employee shall have the authorization of his/her supervisor.

B. Education Secretarial Personnel

1. Overtime Rates

Overtime for Education Secretarial personnel shall be paid in accordance with the rates set forth in Section A., 1. a. and 1. b. of this Article

2. Allocation of Overtime.

Overtime shall be performed by the secretary responsible for the work to be performed. Should that secretary not be available, then the overtime work shall be offered to the remaining secretaries based on their ability to do the required work as determined by the building principal or immediate supervisor.

C. Food Service Personnel

1. Overtime Rates.

- a. Overtime at time and one-half of the bargaining unit member's rate shall be paid for all hours worked in excess of forty (40) hours during the normal work week, or eight (8) hours during the normal work day (overtime shall only be paid once for each hour worked).
- b. Time and one-half shall be paid for all outside activities, that is, other than preparing meals for the students and staff on a regular school day regardless of the number of hours worked.

2. Allocation of Overtime.

- a. Whenever overtime is required, the person with the least number of overtime hours charged in that specific job category within the Food Service Department will be called first.
- b. If the required job(s) cannot be filled as above, it will be considered general overtime within the Food Service Department and will be filled starting with the person with the fewest charged overtime hours and proceeding up the list until the job(s) are filled.
- c. Bargaining unit members in the Food Service Classification shall get first choice for any extra hours before going outside the bargaining unit.

3. Time not worked because the employees were unavailable, or did not choose to work, will be charged to the unavailable or declining employee(s) for the purpose of overtime rotation providing they are not working on their regular shift because of illness or on approved leave at the time of the offering of overtime.

4. An up-to-date list showing overtime hours will be posted in a prominent place after each overtime event. The Association shall have five (5) working days after such posting to challenge the accuracy of any information contained on the overtime list. If no challenge is forthcoming, the Employer's list shall be considered conclusive.

5. Overtime hours will be computed from July 1 through June 30 each year. Excess overtime will be for the life of the Agreement.

6. All new bargaining unit members shall be charged the maximum number of overtime hours in their job category.

D. Paraprofessional Personnel

1. Overtime Rates.

Overtime for paraprofessional personnel shall be paid in accordance with the rates set forth in Section A., 1. a. and 1. b. of this Article.

2. Allocation of Overtime.

Overtime shall be performed by the paraprofessional employee responsible for the work to be performed. Should that paraprofessional employee not be available, then the overtime work shall be offered to the remaining

paraprofessional employees, based on their ability to do the required work as determined by his/her supervisor.

3. Before commencing an overtime assignment, the employee shall have the authorization of his/her supervisor.

ARTICLE 16 - SCHOOL CLOSINGS/DELAYS

- A. The purpose of this Article is to address employee attendance and compensation on days when school is closed for students due to conditions not within the control of school authorities such as inclement weather, severe storms, fires, epidemics and other emergencies.
- B. Custodial/Maintenance and Secretarial Classifications
 1. Attendance on days when school is closed due to the conditions specified in ¶ A of this Article shall be in accordance with the following:
 - (a) First day of school that is canceled, bargaining unit members will not be required to report to work. This will not result in loss of pay to bargaining unit members.
 - (b) Second consecutive day and any consecutive days thereafter, bargaining unit members will report to work at the discretion of the Administration.
 - (c) Days when bargaining unit members, (with the exception of school year secretaries) are not required to report to work shall not exceed one (1) day per week, except at the discretion of the Administration.
 2. School year secretaries shall not be required to report to work when school is canceled for students and shall suffer no loss of pay. However, should such days be rescheduled, school year secretaries will be expected to work without pay except that should such rescheduling occur on a scheduled holiday, the school year secretary will receive holiday pay.
 3. Bargaining unit members who are otherwise required to work but are unable to report for work when schools are closed due to the above conditions shall telephone their immediate supervisor in order to explain the circumstances preventing the employee's attendance at work. In such circumstances, the employees will be compensated for their regular hours provided the employee makes a good faith effort to report to work.

4. Any bargaining unit member who is asked to work on a day when all other bargaining unit members in his/her classification are not required to work and when school is closed due to the conditions specified in ¶ A of this Article, shall be compensated at straight time compensatory time. This time must be taken no later than the pay period immediately following the inclement weather days, unless mutually agreed to otherwise between the Employer and the bargaining unit member involved.
5. On days when students are not in attendance due to the conditions specified in ¶ A of this Article, bargaining unit members who are required to report to work the first or second shift shall complete their eight (8) hours of work between the hours of 6:00 a.m. and 11:59 p.m.

C. Food Service Classification

1. Food service employees shall not be required to report to work on days when students were scheduled to be in attendance and were scheduled to be served lunch if school is canceled due to the conditions specified in ¶ A of this Article, and shall suffer no loss of pay. However, should such days be rescheduled, food service employees will be expected to work without pay.

D. Paraprofessional Classification

1. Paraprofessionals shall not be required to report to work on days when school is canceled for students due to the conditions specified in ¶ A of this Article, and will receive no compensation (except as provided below) for the canceled days. Should the canceled days be rescheduled as student instruction days, paraprofessionals shall be compensated for the hours worked on the rescheduled days.

However, paraprofessionals shall receive pay for the first two days in a given school year when school is closed due to the above conditions. If the Employer is required to reschedule that day(s) in order to receive full state membership aid, the paraprofessional shall work on the rescheduled day(s) at no additional compensation.

2. By October 1 of each school year, each building principal will post a sign-up sheet for paraprofessionals interested in reporting for work prior to the student starting time on a day when school is delayed due to the conditions specified in ¶ A of this Article. On such a delay day, if the building principal determines that work is available, he/she will call the paraprofessional(s) needed whose name(s) appear on the list. Offering of this work shall be done on a rotation basis. A paraprofessional accepting such work shall be paid at his/her regular rate of pay for the time worked.

In addition to the above general work needs on delay days, the building principal reserves the right to call a specific paraprofessional(s) for specialized work on such days upon the recommendation of a classroom teacher. Said paraprofessional is not required to accept this additional work requirement but will be paid his/her regular rate of pay for the time worked if accepted. Such work opportunities shall be outside of the rotation system referred to in the preceding paragraph.

ARTICLE 17 - VACANCIES, TRANSFERS AND PROMOTIONS

- A. A "vacancy" shall be defined as a newly created position within a classification that is represented by the Association or a present position within a classification that is represented by the Association and which becomes vacant by reason of permanent separation (resignation, retirement, transfer, death or discharge) of the bargaining unit member formerly in that position. The Employer shall not be required to fill job vacancies where the job is eliminated pursuant to reduction in force or attrition.
- B. Vacancies shall be posted for not less than seven (7) calendar days in a conspicuous place in each school building prior to permanent filling of the vacancy. Interested bargaining unit members may apply in writing to the Superintendent, or designee, within the seven (7) calendar days posting period. The Employer shall notify bargaining unit members who make written request by June 1 of vacancies occurring during the summer months (June, July, and August) by sending notice of same to the requesting bargaining unit member by U.S. mail to his/her last known address.

The posting shall consist of:

- (1) Type of work
 - (2) Location of work
 - (3) Starting date
 - (4) Rate of pay
 - (5) Hours to be worked
 - (6) Classification
 - (7) Requirements and job qualifications
- C. 1. Vacancies shall be filled with the most senior applicant in the same seniority classification in which the vacancy exists who meets the minimum qualifications for the vacancy. Minimum qualifications shall be determined through the use of a testing procedure. Applicants shall be assessed against the posted qualifications, his/her work experience and employment record, as described below. If none of the bargaining unit applicants in the same seniority classification in which the vacancy exists

meets the minimum qualifications for a vacancy, then the Employer may post the position outside the seniority classification and outside the bargaining unit. Management reserves the right to deny a vacancy to any applicant whose employment record (as reflected in the personnel file) reflects an inability to meet posted job requirements.

2. Members in the same seniority classification that pass the qualifying test shall be assessed against the posted qualifications, his/her work experience and employment record. If applicants' qualifications on the above criteria are essentially the same, seniority in the classification will prevail.
3. Prior to October 30, 1999 a joint committee of an equal number of Association and administration members shall meet to review and make recommendations to the Board regarding existing testing procedures, testing times and locations. In September of each year thereafter, either party may request to review and evaluate the above matters and to recommend any necessary adjustments.
4. It is understood that for the purpose of filling vacancies custodial/maintenance, secretarial, food service and paraprofessional shall be considered as separate classifications.

D. Within ten (10) work days after the expiration of the posting the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Association.

E. In the event a bargaining unit member is either awarded a vacancy or is transferred to another assignment, that employee shall be given a trial period in the new assignment for purposes of determining the employee's ability to perform the duties of the new position. Where appropriate and possible the member shall be allowed to spend at least one day on the job with the person who is leaving the position. Trial periods shall be as follows:

Within Same Classification	10 working days
Custodian	15 working days
Maintenance	30 working days
Secretarial	30 working days
Skilled Maintenance	45 working days
Food Service	30 working days
Paraprofessionals	15 working days

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 (before or at the conclusion of the trial period), the bargaining unit member shall be returned to his/her previous assignment.

During the trial period (above), the Employer shall have the right to fill the job previously held by the transferred employee with a substitute and shall not be required to post that position until expiration of the trial period.

- F. When a bargaining unit member is demoted (reduced in classification) the Employer shall have just cause for that personnel action. This requirement shall not apply when displacement between classifications occurs as a part of a reduction in force or when the Employer returns a bargaining unit member to his/her former position before or at the expiration of the trial period in a new assignment.
- G. A bargaining unit member who is promoted to a supervisory position involving the direction of bargaining unit members shall [after ninety (90) calendar days] have the option of reverting to the position held by the individual with the least amount of seniority. In order to take advantage of this opportunity, the supervisor's seniority at the time of his/her leaving the bargaining unit must exceed that of the individual he/she is attempting to displace and such displacement must not result in the layoff of a bargaining unit member. Such supervisor's seniority would then be restored on the date of his/her return to the bargaining unit with all prior accumulation. However, the supervisor shall not be permitted to use previously accumulated seniority for job bidding purposes for a period equal to his/her time outside the bargaining unit as a supervisor, except in those instances where individuals bidding on a job were hired in after the supervisor's return to the bargaining unit. This time limit shall not exceed three (3) years regardless of the number of years the supervisor has been out of the bargaining unit.
- H. A bargaining unit member who is so promoted shall have the option of reverting to his/her former classification, with no interruption of seniority, during the first ninety (90) calendar days in the supervisory position.
- I. Supervisory promotional opportunities shall be posted in accordance with the procedures outlined in this Article. Awarding of supervisory positions shall be a management function and all applicants shall be informed of management's decision. Other requirements of this Article shall not apply to awarding of supervisory vacancies.

ARTICLE 18 - SENIORITY

- A. "Seniority" shall be defined as length of service within a seniority classification in this bargaining unit, defined as: Custodial/Maintenance, Secretarial, Food Service

or Paraprofessional. Accumulation of seniority shall commence upon the bargaining unit member's first day of work in a classification and shall not be interrupted and shall continue to accumulate when an employee is on layoff or on leave. However, no experience credit for purposes of entitlement to advancement on the wage scale or to any other benefits under this contract shall accrue during layoff or leaves. All seniority shall be forfeited when the employee resigns, retires, dies or is terminated. Bargaining unit members who transfer to another seniority classification shall retain (but shall not continue to accrue) previously earned seniority in their former seniority classification.

- B. Probationary employees shall have seniority from their initial date of hire but shall not be entered on the seniority list until completion of their ninety (90) day probationary period. Probationary employees shall be responsible for conforming to the Agency Shop provisions of this Agreement upon their initial date of hire.
- C. The Employer shall prepare a seniority list for the bargaining unit covering all of the seniority classifications in the bargaining unit (defined above) which shall be updated twice annually. The seniority list shall be posted and transmitted to the Association and bargaining unit members within fifteen (15) days of its compilation or revision. If no objections are received within thirty (30) days thereafter as to the accuracy of the seniority list, the Employer's list shall be regarded as conclusive. The Employer shall insert the seniority list in the bargaining unit member's pay envelope on the next pay day after the revision of the seniority list.
- D. In the event that there are ties in seniority, the affected employees shall draw lots to determine position on the seniority list. The Association shall be present at any such drawing.

ARTICLE 19 - LAYOFF AND RECALL PROCEDURE

- A. "Lay-off" shall be defined as a determination by the Employer to effectuate a reduction in the total number of employees, which reduction is implemented by discontinuing the employment of a designated number of individual employees. The Employer reserves the right to select the job classification(s), department, or school in which reduction shall take place.

Layoffs and recalls shall be by seniority classification, as defined in Article 18, A.

- B.
 - 1. Custodial/maintenance and educational secretarial employees to be laid off will receive at least thirty (30) days written notice of lay off.
 - 2. Food service and paraprofessional employees to be laid off will receive at least ten (10) days written notice of layoff.

3. The Association President shall receive, from the Employer, a list of the employees being laid off on the same date the notices are issued to the employees.
- C. Layoffs will occur according to the following procedure:
1. Probationary employees in the classification(s) being reduced shall be laid off first provided the remaining employees are qualified to perform the remaining work. Transfers resulting from this displacement shall be made on the basis of seniority, as defined in Article 18 of this Agreement. That is, the least senior remaining bargaining unit member in the classification shall be the one transferred, provided the remaining employees are qualified to perform the remaining work.
 2. Seniority employees shall then be laid off in inverse order of seniority, as defined in Article 18 of this Agreement, provided that the remaining employees are qualified to perform the work remaining. Transfers within a classification resulting from this displacement shall also be accomplished on the basis of seniority. That is, the least senior remaining bargaining unit member in the classification shall be the one transferred, provided the remaining employees are qualified to perform the remaining work.
- D. "Qualifications" shall be determined by the job description in effect at the time of layoff or recall, as is applicable. To be "qualified" the employee in question must be presently capable of performing the work in question and must have seniority in the classification in which the work exists.
- E. In the event that there is a dispute relative to the "qualifications" of a bargaining unit member for purposes of assignments in the context of layoff and recall, a testing procedure shall be used to make the determination.
- F.
1. Any layoff under this Article shall suspend, for the duration of the layoff, the Employer's obligation to pay salary or any other benefits under this Agreement except health and life insurance.
 2. Employer paid premiums for insurance programs for which the bargaining unit member is eligible and enrolled at the time of layoff will terminate thirty (30) days following layoff for the duration of the layoff.
- G. The Employer shall recall employees from layoff according to seniority within the classification of the vacant position(s), provided that the recalled employee is presently qualified (at the time of recall) to perform the available work.
- H. Notices of recall shall be sent by certified mail, return receipt requested, to the employee's last known address as shown on the Employer's records. The recall

notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given five (5) work days from receipt of notice to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the five (5) day period. An employee who declines recall to perform work for which he/she is classified shall forfeit his/her seniority rights under this Agreement and shall be considered a quit.

- I. Vacancies shall be filled in accordance with Article 17 prior to initiation of recall from layoff.
- J. The Employer shall notify laid-off bargaining unit members of vacancies which occur during their lay-off by sending notice of same to each bargaining unit member by U.S. mail, to their last known address.

ARTICLE 20 - VACATIONS

- A. Each 52-week bargaining unit member shall be granted an annual vacation of:
 - 1. Two (2) weeks after one (1) year.
 - 2. Three (3) weeks after five (5) years.
 - 3. Four (4) weeks after twelve (12) years.
- B. For each 52-week bargaining unit member, June 30 of each year will be the date used for figuring the amount of vacation earned by the employee during the preceding twelve (12) months. Vacation time shall not be accumulative from year to year.
 - 1. During the first four (4) years of employment an employee shall accrue vacation days at the rate of five-sixths (5/6) day per month.
 - 2. After the fourth anniversary date of hire and up through the eleventh full year of employment, an employee shall accrue vacation at the rate of one and one-fourth (1 1/4) days per month.
 - 3. After the eleventh anniversary date of hire an employee shall accrue vacation at the rate of one and two-thirds (1 2/3) days per month.
- C. The scheduling of all vacations shall be subject to the control of the Employer considering the operating needs of the school district, the availability of employees to perform the work and the desires of the employees. Vacations may not be taken in segments of less than one (1) day with the exception of Spring Break, Christmas Break or during summer recess when one-half (1/2) day

segments may be used with prior permission of the immediate supervisor. Vacation requests must be submitted to the Employer. In the event that the Employer determines it has insufficient numbers of available personnel, vacation requests for the same time period shall be honored on the basis of seniority.

- D. If an employee becomes ill and is hospitalized or homebound under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled.
- E. If a regular pay day falls during an employee's vacation, he/she will receive that check in advance before going on vacation. It shall be the employee's responsibility to make arrangements with the central office two (2) weeks in advance of the payroll date preceding the vacation.
- F. Vacation for 52-week secretaries on a full work schedule shall be paid at eight (8) hours for each vacation day.

ARTICLE 21 - HOLIDAYS

- A. All full-time, 52-week per year bargaining unit members shall have the following days off with pay at their regular rate:
 - 1. Good Friday
 - 2. Memorial Day
 - 3. Day before Fourth of July
 - 4. Fourth of July
 - 5. Day after Fourth of July
 - 6. Labor Day
 - 7. Thanksgiving
 - 8. Friday after Thanksgiving
 - 9. Day before Christmas
 - 10. Christmas
 - 11. Day after Christmas
 - 12. Day before New Year's Day
 - 13. New Year's Day
 - 14. Day after New Year's Day
- B. All full-time SY secretarial personnel shall have the following days off with pay at their regular rate:
 - 1. Good Friday
 - 2. Memorial Day
 - 3. Labor Day
 - 4. Thanksgiving

5. Friday after Thanksgiving
6. Day before Christmas
7. Christmas
8. Day after Christmas
9. Day before New Year's Day
10. New Year's Day
11. Day after New Year's Day

C. The foregoing holidays for full-time, 52-week per year bargaining unit members shall only be observed if students are not in attendance. Employees shall not receive holiday pay for any of the above holidays which occur on either a Saturday or a Sunday. However, the holidays designated immediately below shall be observed as follows:

1. Day before Fourth of July
2. Fourth of July
3. Day after Fourth of July
4. Day before Christmas
5. Christmas
6. Day after Christmas
7. Day before New Year's Day
8. New Year's Day
9. Day after New Year's Day
10. Memorial Day

When Christmas, New Year's Day and/or the Fourth of July fall on a:

Friday The following Monday shall be considered the day after, or the preceding Wednesday shall be considered the day after.

Saturday The preceding Thursday shall be considered the day before, the preceding Friday shall be considered the Holiday and the following Monday shall be considered the day after, or the preceding Wednesday shall be considered the day after.

Sunday The preceding Friday shall be considered the day before, the following Monday shall be considered the holiday and the following Tuesday shall be considered the day after, or the preceding Thursday shall be considered the day after.

Monday The preceding Friday shall be considered the day before, the preceding Thursday may be considered the day after.

The alternate days shall be used when students are scheduled to be present on the regular days so employees will be present when school is in session and

employees will get three holidays. In addition, if students are scheduled to be in attendance on any of these holidays, the employees will be expected to work and will receive pay for the holiday and pay for the day of work.

- D. Food Service employees shall have:
 - 1. Five (5) paid holidays to an employee who has been employed two (2) or more years. The holiday pay will be used for the school conference days.
 - 2. Eight (8) paid holidays to an employee who has been employed four (4) or more years. The holiday pay will be used for the school conference days.
- E. Paraprofessional employees shall not receive holiday pay.

ARTICLE 22 - SICK LEAVE AND TERMINAL LEAVE PAY

- A. Custodial/Maintenance and Secretarial Personnel
 - 1. All full-time bargaining unit members shall accumulate one (1) sick leave day per month not to exceed twelve (12) days per year accumulative to one hundred fifty (150) days. Sick leave may be used for personal illness and disability of the bargaining unit member and/or his/her immediate family (parent, step-parent, child, step-child, spouse, or any individual for whom the bargaining unit member is considered the legal guardian). Sick leave may be used for doctor appointments for the bargaining unit member and/or his/her immediate family. Sick leave other than for personal illness or disability of the bargaining unit member shall be limited to seven (7) days per year.
 - 2. A bargaining unit member who is eligible for Workers' Disability Compensation Act benefits will receive from the Employer the difference between the allowance under the Workers' Disability Compensation Act and his/her regular weekly income based on forty (40) hours for a period of ninety (90) calendar days with no subtraction from accumulated sick leave. Upon the completion of this ninety (90) day calendar period, the employee may use his/her accumulated sick leave on a pro-rated basis determined by the percentage of regular earnings not covered by the Workers' Disability Compensation Act benefits received. All fringe benefits except sick leave accumulation and vacation accrual shall continue until accumulated sick leave is exhausted at which time the employee shall be considered to be on unpaid leave of absence and the provisions regarding unpaid leaves shall be applicable. Sick leave accumulation and vacation accrual shall continue for the first six (6) months of Workers' Compensation Disability Act benefits.

3. Sick leave accumulation shall be noted and given to the bargaining unit members, individually, on a yearly basis in June. Employees must report alleged errors within thirty (30) days of receiving the accumulation statement.
4. In cases where the Employer suspects misuse of sick leave, the Employer shall have the right to require medical verification from the employee after the third consecutive day of absence, which shall consist of a written statement from the employee's attending physician, psychiatrist or psychologist. The Employer retains the right to have an employee claiming an extended or recurring illness or disability examined by a physician, psychiatrist or psychologist of the Employer's choosing. Said examination shall be at the Employer's expense and a copy of the report shall be furnished to both the Employer and the employee.
5. In addition, terminal leave pay (severance) shall be granted upon retirement, only after ten (10) years experience in the District, at the rate of ten percent (10%) of current salary. Any experience in districts subsequently annexed to Hastings will be considered as Hastings area District experience.
6. In lieu of (but not in addition to) the terminal leave pay specified in 5. above, any bargaining unit member having ten (10) years experience in the District and who is retiring pursuant to the Public School Retirement System shall be eligible to receive a terminal payment of twenty-five percent (25%) of the employee's regular wage rate at the time of retirement for each accumulated sick day possessed by the employee on the date of retirement. In order to qualify for any payment under this alternative, the employee must have an accumulation of at least one hundred (100) sick days. In no event will payment be based on more than one hundred fifty (150) accumulated sick days.

B. Food Service

1. Food Service personnel covered by this Agreement shall accumulate one (1) sick leave day per month not to exceed ten (10) days per year accumulative to one hundred fifty (150) days. Sick leave may be used for personal illness and disability of the bargaining unit member and/or his/her immediate family (parent, step-parent, child, step-child, spouse, or any individual for whom the bargaining unit member is considered the legal guardian). Sick leave may be used for doctor appointments for the bargaining unit member and/or his/her immediate family. Sick leave other than for personal illness or disability of the bargaining unit member shall be limited to seven (7) days per year.

2. A bargaining unit member who is eligible for Workers' Disability Compensation Act benefits will receive from the Employer the difference between the allowance under the Workers' Disability Compensation Act and his/her regular weekly income for a period of ninety (90) calendar days with no subtraction from accumulated sick leave. Upon the completion of this ninety (90) day calendar period, the employee may use his/her accumulated sick leave on a pro-rated basis determined by the percentage of earnings not covered by the Workers' Disability Compensation Act benefits received. All fringe benefits except sick leave accumulation and vacation accrual shall continue until accumulated sick leave is exhausted at which time the employee shall be considered to be on unpaid leave of absence and the provisions regarding unpaid leaves shall be applicable. Sick leave accumulation and vacation accrual shall continue for the first six (6) months of Workers' Compensation Disability Act benefits.
3. Sick leave accumulation shall be noted and given to the bargaining unit members, individually, on a yearly basis in June. Employees must report alleged errors within thirty (30) days of receiving the accumulation statement.
4. In cases where the Employer suspects misuse of sick leave, the Employer shall have the right to require medical verification from the employee after the third consecutive day of absence, which shall consist of a written statement from the employee's attending physician, psychiatrist or psychologist. The Employer retains the right to have an employee claiming an extended or recurring illness or disability examined by a physician, psychiatrist or psychologist of the Employer's choosing. Said examination shall be at the Employer's expense and a copy of the report shall be furnished to both the Employer and the employee.
5. All sick leave time earned shall be recorded as hours and when sick leave is used by an employee, hours will be deducted from the accumulated sick leave hours.
6. If an employee has worked ten (10) years or more for the Hastings Area Board of Education, upon termination, he/she shall be paid at the rate of eight percent (8%) of his/her gross earnings for the last year of his/her employment. Example: If you had worked twelve (12) years and then terminate, you would be paid on the basis of eight percent (8%) of your earnings for the 12th year of employment. Employees discharged for cause shall not receive severance pay unless the discharge is reversed in accordance with the procedure of Article 7, Grievance Procedure, of this Agreement.

C. Paraprofessional Personnel

No sick leave or terminal leave pay benefits for paraprofessionals.

D. Application of Family and Medical Leave Act (FMLA) to Utilization of Paid Sick Leave (For eligible FMLA employees only)

1. For purposes of the Family and Medical Leave Act sick leave allowed and which is taken under this Article shall be charged against the bargaining unit member's entitlement under the Family and Medical Leave Act, at the election of either the Employer or the bargaining unit member. This shall apply to:
 - a. Sick leave which is utilized to care for a family member (parent, step-parent, child, step-child, spouse) with a serious health condition, including where an employee must make arrangements for necessary medical and/or nursing care. (See Section A., 1.; Section B, 1.)
 - b. Sick leave which is utilized due to a serious health condition which renders the employee unable to perform the functions of his/her job. (See Section A., 1.; Section B., 1.)

ARTICLE 23 - OTHER PAID LEAVES

A. Custodial/Maintenance and Secretarial Personnel

1. Each full-time bargaining unit member shall be granted one (1) personal business leave day per year, accumulative to two (2) days. A bargaining unit member planning to use a personal business day or days shall notify his/her supervisor at least two (2) days in advance, except in cases of emergency. Personal business days may be used in increments of four (4) hours or eight (8) hours.
 - a. Employees taking a personal business leave day shall sign a form indicating that leave is being taken to conduct business which could not reasonably be accomplished outside of the employee's regular work hours and is not being used for recreation or vacation.
 - b. Personal business leave may not be taken immediately before or after a school holiday or vacation period, except for purposes of recognition of religious holidays.

2. Any bargaining unit member called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, excluding adversarial matters between the Employer and the Association, shall be paid his/her full compensation for such time. Any pay other than for expenses given the bargaining unit member for such duty, will then be given to the school district. (This amount shall not exceed the amount paid to the bargaining unit member by the District, nor shall it preclude the District from compensating the bargaining unit member his/her regular salary.)
3. Any bargaining unit member who is a member of a branch of the Armed Forces Reserve or the National Guard shall be paid the difference between his/her Reserve pay and the regular pay he/she would receive from the Employer during any period when the affected bargaining unit member engages in full time active duty in the Reserve or National Guard. Proof of service and pay must be submitted. A maximum of two (2) weeks per year shall be the compensable limit.
4. A maximum of up to three (3) days with pay will be granted for a death in the immediate family (parent, step-parent, brother, sister, grandparent, grandchild, aunt, uncle, or any legal resident of the bargaining unit member's home) of an employee or spouse. All arrangements for such leave are to be made with an immediate supervisor and/or the Director of Operational Services. Bereavement leave will be a maximum of five (5) days in the event of a death of a spouse, child, or step-child.

Bereavement leave for the death of a spouse, child, or step-child shall not be charged against the bargaining unit member's sick leave, but bereavement leave for all other people named above shall be charged against the bargaining unit member's sick leave, accrued vacation, and/or personal business leave after the second day of absence. If there is insufficient leave accumulated, the days will be unpaid.

5. In the event of a death of a person not listed in 4. above, the employee may take up to one (1) day chargeable to sick leave, vacation or personal days. If there is insufficient leave accumulated, the days will be unpaid.

B. Food Service Personnel

1. Each Food Service employee shall be granted one (1) personal business leave day per year, accumulative to two (2) days. A bargaining unit member planning to use a personal business day or days shall notify his/her supervisor at least two (2) days in advance, except in cases of emergency.

- a. Employees taking a personal business leave day shall sign a form indicating that leave is being taken to conduct business which could not reasonably be accomplished outside of the employee's regular work hours and is not being used for recreation or vacation.
 - b. Personal business leave may not be taken immediately before or after a school holiday or vacation period, except for purposes of recognition of religious holidays.
 - c. All personal leave time earned shall be recorded as hours and when personal leave is used by an employee, hours will be deducted from his/her personal leave bank.
2. Any bargaining unit member called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, excluding adversarial matters between the Employer and the Association, shall be paid his/her full compensation for such time. Any pay other than for expenses given the bargaining unit member for such duty, will then be given to the school district. (This amount shall not exceed the amount paid to the bargaining unit member by the District, nor shall it preclude the District from compensating the bargaining unit member his/her regular salary.)
 3. Any bargaining unit member who is a member of a branch of the Armed Forces Reserve or the National Guard shall be paid the difference between his/her Reserve pay and the regular pay he/she would receive from the Employer during any period when the affected bargaining unit member engages in full time active duty in the Reserve or National Guard. Proof of service and pay must be submitted. A maximum of two (2) weeks per year shall be the compensable limit.
 4. A maximum of up to three (3) days with pay will be granted for a death in the immediate family (parent, step-parent, brother, sister, grandparent, grandchild, aunt, uncle, or any legal resident of the bargaining unit member's home) of an employee or spouse. All arrangements for such leave are to be made with an immediate supervisor and/or the Director of Operational Services. Bereavement leave will be a maximum of five (5) days in the event of a death of a spouse, child, or step-child.

Bereavement leave for the death of a spouse, child, or step-child shall not be charged against the bargaining unit member's sick leave, but bereavement leave for all other people named above shall be charged against the bargaining unit member's sick leave, accrued vacation, and/or personal business leave after the second day of absence. If there is insufficient leave accumulated, the days will be unpaid.

5. In the event of a death of a person not listed in 4. above, the employee may take up to one (1) day chargeable to sick leave, vacation or personal days. If there is insufficient leave accumulated, the days will be unpaid.

C. Paraprofessional Personnel

1. Any bargaining unit member called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, excluding adversarial matters between the Employer and the Association, shall be paid his/her full compensation for such time. Any pay other than for expenses given the bargaining unit member for such duty, will then be given to the school district. (This amount shall not exceed the amount paid to the bargaining unit member by the District, nor shall it preclude the District from compensating the bargaining unit member his/her regular salary.)
2. Any bargaining unit member who is a member of a branch of the Armed Forces Reserve or the National Guard shall be paid the difference between his/her Reserve pay and the regular pay he/she would receive from the Employer during any period when the affected bargaining unit member engages in full time active duty in the Reserve or National Guard. Proof of service and pay must be submitted. A maximum of two (2) weeks per year shall be the compensable limit.
3. A maximum of three (3) days with pay will be granted for a death in the immediate family (parent, step-parent, parent-in-law, brother, sister, grandparent, grandchild, aunt, uncle, or legal dependent) of the bargaining unit member.

In extenuating circumstances of death involving the bargaining unit member's spouse, child, or step-child additional paid time, not to exceed four (4) additional days, may be granted by the administration. All arrangements for bereavement leave shall be made with the Director of Operational Services.

4. In the event of a death of a person not listed in 3. above, the employee may take up to one (1) unpaid day.

ARTICLE 24 - UNPAID LEAVES

A. Illness/Disability

A bargaining unit member who is unable to work because of personal illness or disability and who has exhausted accumulated sick leave may be granted an

unpaid leave of absence of up to one (1) year for the purpose of recovery from such illness or disability. Bargaining unit members eligible for leave under the Family and Medical Leave Act (FMLA) will be granted unpaid leave for the purposes and to the extent required by that statute.

1. An unpaid leave of absence taken due to personal illness/disability which is a serious health condition (as defined by the Family and Medical Leave Act) of the bargaining unit member shall be taken concurrently with this leave provision to the extent of the employee's eligibility under the Family and Medical Leave Act.
2. The Board has the right to receive medical certification from the employee's health care provider regarding the necessity for leave taken under this section. The employee will facilitate and cooperate in the furnishing of such information, which shall include, for leaves taken under FMLA, responses to the inquiries contained in the Department of Labor form entitled Certification of Physician or Practitioner.
3. The Board has the right to require that a second medical opinion (at Board expense) be obtained. If that opinion differs from that of the employee's health provider, the employee and Board (in consultation with the Association, if requested by the employee) shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the Board, the employee and the Association. The cost of this examination shall be paid by the Board.
4. The Board shall have the right to require re-certification during the leave period and medical certification of the employee's fitness to return to duty at the expiration of the leave period.

B. Association Leave

An unpaid leave of absence for up to one (1) year may be granted to a bargaining unit member for the purpose of serving as an officer of the Association or its state or national affiliates.

C. Public Office Leave

An unpaid leave of absence for up to one (1) year may be granted for the purpose of serving in a public office.

D. Family Leave

An unpaid leave of absence for up to one (1) year may be granted to any bargaining unit member for the purpose of critical care of any immediate family member (spouse, parent, child) or for the care of any individual for whom the bargaining unit member has been appointed legal guardian. Bargaining unit members eligible for leave under FMLA for the above purposes will be granted leave to the extent required by that statute.

1. An unpaid leave of absence taken for the purpose of caring for a spouse, child or parent with a serious health condition, as defined by the Family and Medical Leave Act, shall be taken concurrently with this leave provision to the extent of the employee's eligibility under the Family and Medical Leave Act.

E. Child Care Leave

A leave of absence for a period of up to six (6) months may be granted for purposes of child care.

1. An unpaid leave of absence taken for the purpose of caring for a child with a serious health condition or because of the birth of a child (and in order to care for that child) or due to placement for adoption or foster care, as defined by the Family and Medical Leave Act, shall be taken concurrently with this leave provision to the extent of the employee's eligibility under the Family and Medical Leave Act.
2. Leave taken under this section in connection with the birth of a child or due to placement for adoption or foster care must be concluded at the end of the twelve (12) month period beginning on the date of birth or placement, as is applicable.

F. General conditions pertaining to unpaid leave shall be as follows:

1. Seniority shall remain unbroken and shall continue to accumulate during an unpaid leave. However, no experience credit for the purpose of entitlement to any other benefit under this contract shall accrue during unpaid leaves.
2. Except as specified below, the employee taking unpaid leave shall be responsible for payment of insurance premiums (to the extent continuation coverage is available under COBRA) during the length of such leave if the employee desires to continue the coverage provided under this Agreement. During the first six (6) months of leave for personal illness/disability, the Board shall continue to pay employer-contributed premiums applicable to

the employee under Article 10 of this Agreement. During the next six (6) months of such leave, the Board shall pay the single-subscriber rate only. Eligibility to continue in such fringe benefit programs shall be subject to the rules of the insurance carrier/policy holder. The Board will be responsible for payment of premiums for the following leaves:

- a. Where leave is taken for the purpose of caring for a spouse, child or parent with a serious health condition, as defined by the Family and Medical Leave Act, and as referenced under Section D. of this Article, Board paid medical insurance premium continuation shall not exceed twelve (12) weeks or the extent of the employee's entitlement under the Family and Medical Leave Act, whichever is less.
 - b. Where leave is taken for the purpose of caring for a newborn child or due to placement for adoption or foster care, as defined by the Family and Medical Leave Act, and as referenced in Section E. above, Board paid medical insurance premium continuation shall not exceed twelve (12) weeks or the extent of the employee's entitlement under the Family and Medical Leave Act, whichever is less.
 - c. With regard to any obligation of the Board to continue insurance premium contributions during unpaid leaves of absence under this Article, the Board shall only be required to contribute the amount of premium under Article 10 of this Agreement which would otherwise be required if the bargaining unit member was not on leave status except as is specified above in regard to the second six (6) month period of personal illness disability leave. The employee on leave, in these circumstances, will remain responsible for the employee's share of the premium under Article 10.
3. If the employee fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the employee or other circumstances beyond the employee's control), the Board shall have the right to recover all premium payments made during the unpaid leave interval, other than premiums attributable to use of paid leave which has been substituted for unpaid FMLA leave. These amounts may permissibly be deducted from any wage or other payments due the employee with any deficiency to be remitted by the employee to the Board within five (5) days of demand.
 4. All requests for unpaid leave shall be submitted to the Superintendent in writing. The request shall specify the desired beginning and ending dates of the leave and the purpose for which leave has been requested.

- a. A request for leave of absence under Sections A., D. and E. above shall be made at least thirty (30) days prior to the date on which leave is to commence. If circumstances do not permit a thirty (30) day notice, notice shall be given by the employee as soon as practicable.
 - b. Requests for leave of absence under Sections B. and C. of this Article shall be made at least sixty (60) days prior to the date on which leave is to commence.
5. An extension of up to one (1) year may be granted on all of the above-stated leaves. At least thirty (30) days prior to the ending date of the leave, a bargaining unit member must notify the Employer in writing of the request for an extension, giving the ending date of the extension. The Employer will notify the bargaining unit member within ten (10) days upon receipt of the request for extension as to whether or not the extension has been granted and the reasons for denial if the extension is not granted.
 6. When an employee is returning from an unpaid leave connected with personal illness or disability, the Employer reserves the right to require medical evidence of the employee's ability to resume normal job duties. The Employer shall also have the right to have the employee examined by an Employer-selected physician, psychiatrist and/or psychologist at the Employer's expense.
 7. Return from leave shall be to the employee's former position if the leave is one (1) year or less. If an extension of leave is granted (beyond) one (1) year, the employee will return to his/her previous classification but to the job held by the least senior person in that classification.
- G. The Association and the Board may jointly permit a discretionary unpaid leave of absence, with Board paid insurance premiums for the bargaining unit member on such unpaid leave during the period that unemployment benefits ordinarily would be received by a laid-off bargaining unit member. Said leave of absence may only be granted in the event that the leave is taken to allow a laid-off bargaining unit member to be recalled or to prevent the layoff of a bargaining unit member having a comparable number of working hours and pay rate to the employee granted the leave.

The conditions of Section F. of this Article shall apply with the exclusion of Subsection 2.

H. Paraprofessional and Food Service Personnel

1. A Paraprofessional may be granted up to five (5) days unpaid leave per year subject to approval by his/her building principal.
 2. A Food Service employee may be granted up to five (5) days unpaid leave of absence subject to approval by the Food Services Supervisor.
- I. The provisions of the Family and Medical Leave Act (FMLA) shall apply to eligible employees only.

ARTICLE 25 - SAFETY, EDUCATION AND TRAINING

- A. When the Employer and the individual employee agree that outside job-related training would be beneficial to the employee and the school system, the Employer may authorize tuition or conference registration fees not to exceed one hundred twenty-five dollars (\$125.00) per term to attend school approved courses or conferences. Time off for this purpose, tuition and course/conference selection, shall only be with prior approval of the Employer.
- B. An employee who wears corrective lenses while at work and who has a prescription filled for new glasses (which are "safety" glasses) shall be reimbursed (upon presentation of proper receipt) up to fifty dollars (\$50.00) for the additional cost of having the prescription filled to "safety" glass specifications. This payment shall not be made more than once each fiscal year, per bargaining unit member. The provisions of this Section do not apply to Secretarial, Food Service and Paraprofessional personnel.

ARTICLE 26 - SPECIAL CONFERENCES

Upon request of either the Administration or the Association President, the Association President and the Employer will meet to discuss a matter of concern to the requesting party. Such meeting by request shall be limited to not more than one (1) per month except by mutual consent. If these conferences are held during an employee's work hours, the involved employee(s) shall suffer no loss of pay. No more than two (2) representatives of the Association shall be released for a meeting called under this Article except at the Employer's discretion.

ARTICLE 27 - EVALUATIONS

- A. It is intended that performance appraisal shall assist bargaining unit members in fulfilling their responsibilities and in completing their tasks as school system programs, services, activities, and projects are implemented.

- B. Evaluations of bargaining unit members shall be performed on the evaluation form attached to this Agreement. Evaluations of bargaining unit members shall be performed at least once a year (July 1 - June 30). An evaluation conference will be held between the employee and supervisor. Employees shall be given a copy of the completed evaluation instrument and shall sign, acknowledging receipt of same. A bargaining unit member may submit additional comments to the written evaluation on a separate sheet which will be attached to the evaluation. All written evaluations shall become part of the bargaining unit member's personnel file.

ARTICLE 28 - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1999, and shall continue in effect until the 30th day of June, 2001.

In witness whereof the parties here have caused this Agreement to be signed by their representatives on this 15th day of June, 1999.

The terms of this Agreement, with the exception of the wage scale and Employer paid insurance premiums, shall be effective upon ratification by both parties. The wage scale for 1999-2000 shall be retroactive to July 1, 1999 for current members of the bargaining unit. The Employer paid insurance premiums shall be effective as of the date contained in Article 10.

FOR THE ASSOCIATION:

Frankie M. McCabe
President

Paul D. Blagow
Bargaining Chairperson

FOR THE BOARD:

Patricia L. Embrey
President

Della Myers
Secretary

Kimberly A. Alderson
Trustee

Larry S. Haywood
Trustee

Eugen L. Haas
Trustee

Terry M. Spina
Trustee

Trustee

September 24, 1999
Date

APPENDIX A

JOB CLASSIFICATIONS AND WAGES

For purposes of this wage scale:

- A.
 1. The Employer shall maintain and shall make available to the Association job descriptions for all job classifications and categories. If the Employer creates a new classification or category during the term of this Agreement, the Employer shall issue a job description and set an interim wage rate for the new classification or category. The Employer shall forward such information to the Association in order to permit the Association an opportunity to request bargaining on the relationship of wages, hours and employment conditions to the newly established categories and/or classifications.
 2. Before any change in the job classification of an employee, other than through the awarding of a vacancy as in Article 17, the Administration will consult with the Association.
- B. Custodial/Maintenance and Secretarial Personnel
 1. The following differential will not be part of the regular wage rate and will be paid in the next payroll period after it is earned.

During any two (2) week period, should an employee not use any of his/her accumulated sick leave, he/she will be compensated at the rate of an additional twenty cents (\$.20) an hour.
 2. Longevity will be granted to bargaining unit members at the rate of four percent (4%) after ten (10) full years of service in the Hastings Area School System and eight percent (8%) after twelve (12) years of service.
- C. Food Service Personnel
 1. The following differential will not be part of the regular wage rate and will be paid in the next payroll period after it is earned.

During any two (2) week period, should an employee not use any of his/her accumulated sick leave, he/she will be compensated at the rate of an additional fifteen cents (\$.15) per hour.
 2. The Employer agrees to hold and pay for a two (2) hour orientation and preparation meeting to be held on the day prior to the scheduled first day of school.

3. An annual uniform allowance of one hundred and ten dollars (\$110) for 1999-2000 and one hundred and twenty dollars (\$120) effective 2000-2001 shall be paid each bargaining unit member in the Food Service Classification payable by September 15th of each year. The Board will annually issue guidelines regarding uniform appearance and deviations after consultation with Food Service Personnel.

D. Paraprofessional Personnel

1. If a person has substituted as a paraprofessional for one thousand (1,000) or more hours within the two (2) years immediately preceding being hired into a paraprofessional bargaining unit position, the initial salary schedule placement will be at Step 2.
2. During any two week period, should a paraprofessional not be absent for any regularly scheduled work hours, he/she will be compensated at the rate of an additional ten cents (\$.10) per hour.

E. The Employer reserves the right to create work to assist any school system employee without obligation to the bargaining unit.

F. All bargaining unit members shall receive a pass for any home athletic event, except tournaments. The pass is to be used by the member only.

WAGE SCALE

A. Secretarial Personnel

1. Class I - All SY secretaries who do not qualify for Class II

			July 1, 1999	July 1, 2000
Steps	0	Probationary	\$7.89	\$7.97
	1	90 day to 6 months	\$8.60	\$8.68
	2	6 months to 1 year	\$9.36	\$9.46
	3	1 year - 2 years	\$10.01	\$10.11
	4	2 years - 3 years	\$10.67	\$10.77
	5	3 years or more	\$11.53	\$11.65

2. Class II - Secretary to Principal in a multi-secretarial office

			July 1, 1999	July 1, 2000
Steps	0	Probationary	\$7.95	\$8.03
	1	90 day to 6 months	\$8.65	\$8.73
	2	6 months to 1 year	\$9.41	\$9.51
	3	1 year - 2 years	\$10.06	\$10.16
	4	2 years - 3 years	\$10.73	\$10.83
	5	3 years or more	\$11.58	\$11.70

3. Class III - Paraprofessional (Secondary Library) (SY)

			July 1, 1999	July 1, 2000
Steps	0	Probationary	\$8.29	\$8.38
	1	90 day to 6 months	\$9.00	\$9.09
	2	6 months to 1 year	\$9.72	\$9.81
	3	1 year - 2 years	\$10.36	\$10.47
	4	2 years - 3 years	\$10.93	\$11.04
	5	3 years or more	\$11.69	\$11.80

4. Class IV - Paraprofessional (Elementary Library) (SY)

			July 1, 1999	July 1, 2000
Steps	0	Probationary	\$6.52	\$6.59
	1	90 days to 6 months	\$6.99	\$7.06
	2	6 months to 1 year	\$7.45	\$7.53
	3	1 year - 2 years	\$7.92	\$8.00
	4	2 years - 3 years	\$8.39	\$8.48
	5	3 years or more	\$8.87	\$8.96

B. Custodial

Job Categories	Step	Experience	July 1, 1999	July 1, 2000
Custodian 3	1	0-6 mos.	\$7.95	\$8.03
	2	6-12 mos.	\$8.73	\$8.81
	3	12-18 mos.	\$9.70	\$9.79
	4	18-24 mos.	\$10.29	\$10.39
	5	24-30 mos.	\$11.03	\$11.14
	6	30 + mos.	\$11.64	\$11.75

Custodian 4 Same as Custodian 3 plus an additional \$.20 added to each wage.

C. Maintenance

Job Categories	Step	Experience	July 1, 1999	July 1, 2000
Utility Grounds I	1	0-6 mos.	\$11.08	\$11.19
	2	6-12 mos.	\$11.25	\$11.36
	3	12 + mos.	\$11.64	\$11.75
Grounds II Maintenance I Maintenance II Shipping/Rec.	1	0-6 mos.	\$11.92	\$12.04
	2	6-12 mos.	\$12.20	\$12.32
	3	12 + mos.	\$12.52	\$12.65
Maintenance— Pleasantview	1	0-6 mos.	\$12.22	\$12.34
	2	6-12 mos.	\$12.42	\$12.55
	3	12 + mos.	\$12.75	\$12.87
Maintenance— High School Maintenance III Spec.Maint. Asst.	1	0-6 mos.	\$12.34	\$12.47
	2	6-12 mos.	\$12.58	\$12.71
	3	12 + mos.	\$12.86	\$12.99
Spec.Maint.	1	0-6 mos.	\$13.79	\$13.92
	2	6-12 mos.	\$14.02	\$14.16
	3	12 + mos.	\$14.99	\$15.14

D. Food Service Personnel

Job Categories	Step	Experience	July 1, 1999	July 1, 2000
Asst. Cook/ Baker	1	Probationary (60 days)	\$7.98	\$8.06
	2	60 days - 1 year	\$8.27	\$8.35
	3	1 year - 2 years	\$8.54	\$8.63
	4	2 years - 3 years	\$8.84	\$8.93
	5	3 years - 5 years	\$9.10	\$9.19
	6	5 or more years	\$9.38	\$9.48
Accountant	1	Probationary (60 days)	\$7.81	\$7.89
	2	60 days - 1 year	\$8.09	\$8.17
	3	1 year - 2 years	\$8.36	\$8.45
	4	2 years - 3 years	\$8.65	\$8.73
	5	3 years - 5 years	\$8.93	\$9.02
	6	5 years or more	\$9.20	\$9.29
Gen. Help I/ Snack Bar Sup.	1	Probationary (60 days)	\$7.50	\$7.58
	2	60 days - 1 year	\$7.79	\$7.86
	3	1 year - 2 years	\$8.07	\$8.15
	4	2 years - 3 years	\$8.34	\$8.43
	5	3 years - 5 years	\$8.63	\$8.71
	6	5 years or more	\$8.89	\$8.98
Gen. Help II	1	Probationary (60 days)	\$6.98	\$7.05
	2	60 days - 1 year	\$7.36	\$7.44
	3	1 year - 2 years	\$7.77	\$7.84
	4	2 years - 3 years	\$8.15	\$8.23
	5	3 years - 5 years	\$8.54	\$8.63
	6	5 years or more	\$8.82	\$8.91
P.V. Cook	1	Probationary (rate to be .20 cents/hour less than step [max. 60 days])		
	2	0 - 1 year	\$9.00	\$9.09
	3	1 year - 2 years	\$9.56	\$9.66
	4	2 years - 4 years	\$10.13	\$10.23
	5	4 years or more	\$10.43	\$10.54
Cook	1	Probationary (rate to be .20 cents/hour less than step [max. 60 days])		
	2	0 - 1 year	\$8.64	\$8.72
	3	1 year - 2 years	\$9.20	\$9.29
	4	2 years - 4 years	\$9.76	\$9.85
	5	4 years or more	\$10.05	\$10.15

E. Paraprofessional Employees

Job Categories	Step	Experience	July 1, 1999	July 1, 2000
Security Guard	1	0 - 1 year	\$6.45	\$6.58
	2	1 year - 2 years	\$7.02	\$7.17
	3	2 years - 3 years	\$7.62	\$7.77
	4	3 years - 4 years	\$8.20	\$8.36
	5	4 years - 6 years	\$8.49	\$8.66
	6	6 years or more	\$8.74	\$8.92

Adult Ed., K-12, Middle School Lunch Period

1	0 - 1 year	\$5.56	\$5.67
2	1 year - 2 years	\$5.86	\$5.98
3	2 years - 3 years	\$6.45	\$6.58
4	3 years - 4 years	\$7.02	\$7.17
5	4 years - 6 years	\$7.59	\$7.74
6	6 years or more	\$7.89	\$8.05

Health Care I—General

1	0 - 1 year	\$6.95	\$7.09
2	1 year - 2 years	\$7.10	\$7.24
3	2 years - 3 years	\$7.27	\$7.42
4	3 years - 4 years	\$7.83	\$7.98
5	4 years - 6 years	\$8.24	\$8.40
6	6 years or more	\$8.58	\$8.75

Health Care II—Specialized, Special Education Vocational Training

1	0 - 1 year	\$8.76	\$8.93
2	1 year - 2 years	\$8.85	\$9.02
3	2 years - 3 years	\$8.95	\$9.13
4	3 years - 4 years	\$9.08	\$9.27
5	4 years - 6 years	\$9.23	\$9.41
6	6 years or more	\$9.36	\$9.55

In-School Suspension/Early Childhood (CDA)*

1	0 - 1 year	\$7.96	\$8.12
2	1 year - 2 years	\$8.52	\$8.69
3	2 years - 3 years	\$9.09	\$9.28
4	3 years - 4 years	\$9.66	\$9.85
5	4 years - 6 years	\$10.23	\$10.43
6	6 years or more	\$10.80	\$11.02

* Bargaining unit members in the Early Childhood grant program will be compensated on this scale upon their attainment of the CDA credential.

APPENDIX B

GRIEVANCE REPORT FORM

Grievance # _____

Hastings School District

Distribution of Form

- 1. Superintendent
- 2. Supervisor
- 3. Association
- 4. Grievant(s)

Building

Assignment

Name of Grievant

Date Filed

FORMAL LEVEL I

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

Date

Signature

C. Disposition of Supervisor: _____

Date

Signature

D. Disposition of Grievant and/or Association: _____

Date

Signature

FORMAL LEVEL II

A. Date Received by Director of Operational Services: _____

B. Disposition of Director of Operational Services: _____

Date

Signature

C. Position of Grievant and/or Association: _____

Date

Signature

FORMAL LEVEL III

A. Date Submitted to Governing Body: _____

B. Disposition of Governing Body: _____

Date

Signature

HASTINGS AREA SCHOOL SYSTEM
 Hastings, Michigan
 Performance Appraisal Summary Report
 (Custodial/Maintenance and Food Service Personnel)

Name: _____ Date: _____

Assignment: _____ Building/Department: _____

Appraisal Categories/Comments

	Satisfactory	Concern Noted	Unsatisfactory
JOB KNOWLEDGE	_____	_____	_____
QUALITY OF WORK	_____	_____	_____
QUANTITY OF WORK	_____	_____	_____
ATTITUDE	_____	_____	_____
DEPENDABILITY	_____	_____	_____
INITIATIVE	_____	_____	_____
FLEXIBILITY	_____	_____	_____
PERSONAL QUALITIES RELATED TO JOB RESPONSIBILITIES	_____	_____	_____
USE OF SAFETY AND CONSERVATION METHODS	_____	_____	_____
COMMUNICATION WITH CITIZENS	_____	_____	_____
SUPPORT OF SYSTEM PROGRAMS, POLICIES, AND PROCEDURES	_____	_____	_____
JOB-RELATED GROWTH EFFORTS	_____	_____	_____
RELATIONS WITH OTHER STAFF MEMBERS	_____	_____	_____
OTHER _____	_____	_____	_____

COMMENTS:

Positive Indicators: _____

Growth Objectives: _____

Signature of Evaluator/Date

Signature of Staff Member/Date

(The signature of the staff member indicates the summary report has been received.)

Staff member's response (optional): _____

Evaluator's reply (optional): _____

Signature of Evaluator/Date

Signature of Staff Member/Date

HASTINGS AREA SCHOOL SYSTEM
Hastings, Michigan

Performance Appraisal Summary Report
(Office Personnel)

Name: _____ Date: _____

Assignment: _____ Building/Department: _____

Appraisal Categories/Comments

	Satisfactory	Concern Noted	Unsatisfactory
JOB KNOWLEDGE	_____	_____	_____
QUALITY OF WORK	_____	_____	_____
QUANTITY OF WORK	_____	_____	_____
ATTITUDE	_____	_____	_____
DEPENDABILITY	_____	_____	_____
INITIATIVE	_____	_____	_____
FLEXIBILITY	_____	_____	_____
PERSONAL QUALITIES RELATED TO JOB RESPONSIBILITIES	_____	_____	_____
COMMUNICATION WITH CITIZENS	_____	_____	_____
SUPPORT OF SYSTEM PROGRAMS, POLICIES, AND PROCEDURES	_____	_____	_____
JOB-RELATED GROWTH EFFORTS	_____	_____	_____
RELATIONS WITH OTHER STAFF MEMBERS	_____	_____	_____
OTHER _____	_____	_____	_____

COMMENTS:

Positive Indicators: _____

Growth Objectives: _____

Signature of Evaluator/Date

Signature of Staff Member/Date

(The signature of the staff member indicates the summary report has been received.)

Staff member's response (optional): _____

Evaluator's reply (optional): _____

Signature of Evaluator/Date

Signature of Staff Member/Date

HASTINGS AREA SCHOOL SYSTEM
Hastings, Michigan

Performance Appraisal Summary Report
(Paraprofessionals)

Name: _____ Date: _____

Assignment: _____ Building/Department: _____

Appraisal Categories/Comments

	Satisfactory	Concern Noted	Unsatisfactory
PROMOTION OF PERSONAL DEVELOPMENT OF STUDENTS	_____	_____	_____
MANAGEMENT OF STUDENT BEHAVIOR	_____	_____	_____
COMMUNICATION WITH PARENTS AND OTHER CITIZENS	_____	_____	_____
JOB KNOWLEDGE	_____	_____	_____
QUALITY OF WORK	_____	_____	_____
QUANTITY OF WORK	_____	_____	_____
ATTITUDE	_____	_____	_____
DEPENDABILITY	_____	_____	_____
INITIATIVE	_____	_____	_____
FLEXIBILITY	_____	_____	_____
PERSONAL QUALITIES RELATED TO JOB RESPONSIBILITIES	_____	_____	_____
SUPPORT OF SYSTEM PROGRAMS, POLICIES, AND PROCEDURES	_____	_____	_____
JOB-RELATED GROWTH EFFORTS	_____	_____	_____
RELATIONS WITH OTHER STAFF MEMBERS	_____	_____	_____
OTHER _____	_____	_____	_____

COMMENTS:

Positive Indicators: _____

Growth Objectives: _____

Signature of Evaluator/Date

Signature of Staff Member/Date

(The signature of the staff member indicates the summary report has been received.)

Staff member's response (optional): _____

Evaluator's reply (optional): _____

Signature of Evaluator/Date

Signature of Staff Member/Date

LETTER OF AGREEMENT #1
Between
HASTINGS AREA SCHOOL SYSTEM BOARD OF EDUCATION
And
HASTINGS EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION-MEA-NEA

It is agreed between the Hastings Area School System Board of Education and the Hastings Educational Support Personnel Association-MEA-NEA that for the duration of this contract, if Mary Inman, Head Cook at Pleasantview School, remains an employee of the Board, she shall be covered by full family health insurance.

/s/ Judith A. Lenz
For the Association

/s/ Patricia L. Endsley
For the Board of Education

09-03-97
Date

09/15/97
Date

LETTER OF AGREEMENT #2
Between
HASTINGS AREA SCHOOL SYSTEM BOARD OF EDUCATION
And
HASTINGS EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION-MEA/NEA

If Section 15 of the Public Employment Relations Act, as amended by 1994 PA 112, is amended during the term of the 1999-2001 Master Agreement, to repeal the present prohibition regarding bargaining over subcontracting, the Board and the Association will meet to re-negotiate over the inclusion of the provisions of Article 8 ¶ A and D of the 1995-1997 Master Agreement which were dropped from the successor collective bargaining agreements in recognition that the subject matter of those provisions, at the time the parties ratified and negotiated both the 1999-2001 Master Agreement as well as the predecessor (1997-1999) Master Agreement, were prohibited subjects of the bargaining under Section 15 of the Public Employment Relations Act, as amended by 1994 PA 112.

/s/ Judith A. Lenz
For the Association

/s/ Patricia L. Endsley
For the Board of Education

09-03-97
Date

09/15/97
Date

Letter of Agreement #3
Between
The Hastings Area Schools
And
The Hastings Educational Support Personnel Association

In the event of an increase in the MESSA insurance premium rate for 2000-2001, the parties hereby agree to the following:

1. The District will notify the Association leadership the amount of increase in premium within three (3) working days of receipt of the rate.
2. On or before June 1, 2000 the Association will notify the District if:
 - a. The Association wishes to move salary to accommodate the increase.
 - b. The Association wishes to move to a higher deductible/prescription co-pay to accommodate the increase.
 - c. The Association wishes to delete certain coverages (i.e. dental/vision) to accommodate the increase.
 - d. Any combination of a,b,c above to accommodate the increase.

The parties agree that any change in insurance benefits and/or the negotiated wage scales for 2000-2001 will be cost neutral to the Employer and will not commit the Employer to renegotiate the terms of this Agreement during its term or to expend any funds beyond the cost of the negotiated terms of this Agreement for 2000-2001.

Frankie N. McCabe
For the Association

Carl A. Schussel
For the Board of Education

9-24-99
Date

9/20/99
Date

APPENDIX E

JOB DESCRIPTIONS

A. Custodial/Maintenance Personnel

Custodial—3

Duties shall consist of:

- opening and closing a building as appropriate
- cleaning and snow removal of outside entryways
- sweeping, mopping, scrubbing and waxing of floors
- maintaining a satisfactory standard of cleanliness
- cleaning of glass areas
- cleaning of blackboards/erasers
- collection and proper disposal of waste materials
- maintenance and requisitioning of necessary supplies and materials
- necessary emergency cleaning
- light maintenance such as changing light bulbs, pencil sharpeners, etc.
- reporting any necessary repairs to the maintenance and/or custodial supervisor
- other duties as assigned by the Supervisor

Custodial—4

Duties same as Custodial 3 except that this assignment shall be only in the high school gym area and the junior high gym area

These two positions require extra mopping and the ability to schedule work around activities and to work with the general public who use these areas frequently.

Utility Worker

Duties shall consist of:

- delivering of mail, materials, equipment, and any other necessary delivery
- other duties as directed by the Supervisor
- shall be available to assist in other maintenance work

Groundskeeper I

Duties shall consist of:

- maintaining the athletic field and field house
- maintaining grounds surrounding the school buildings such as trimming of shrubs, mowing grass, snow removal and other outside work except building and equipment maintenance
- work under the guidance and direction of Groundskeeper II
- other duties as assigned by the Supervisor

Groundskeeper II

Duties shall consist of:

- maintaining the athletic fields and field house
- maintaining grounds surrounding the school buildings such as trimming of shrubs, mowing of lawns, snow removal, and other outside work except building maintenance
- responsibility for the care and light maintenance of all tools and equipment used in this work
- a thorough knowledge of grass and sod care, fertilizing, liming, weed control and other requirements for proper lawn maintenance is required including the laying out and marking of all athletic areas required in the educational program
- constantly being aware of and keeping abreast of new programs in sod care and athletic fields layout
- having the ability and responsibility to assign and plan work for employees in this department
- other duties as assigned by the Supervisor

Maintenance I

Duties shall consist of:

- work assigned in accordance with specific job skills
- work required for the general upkeep of the plant, such as painting, repair of equipment and buildings
- replacing lights in gym, stairwells and auditoriums
- maintenance of all heating plants (requires specific job skills)
- all other maintenance not covered by Custodial 3
- other duties as assigned by the Supervisor

Shipping-Receiving Clerk

Qualifications for this position shall include a thorough knowledge of inventory control methods, practical experience in handling of school purchase orders and practical experience in shipping, receiving and delivery techniques.

This position shall have the full responsibility for:

- receiving, checking and delivering all equipment and supplies ordered by the District
- the warehouse and inventory control of all items in it
- receipt, delivery and return of all items used from the enrichment center
- making any written report and inventory list as requested by the Administrative Assistant for Non-Instruction
- tasks may include pick up and delivery of mail
- other duties will be assigned by the Supervisor

Maintenance II

This position shall be under the direction of the Supervisor of Maintenance and Grounds and shall work an 8-hour day on the first shift, 5-day week with the workdays to be Wednesday, Thursday, Friday, Saturday and Sunday. The weekend for this position shall be Monday and Tuesday and any work performed on these days shall be treated for overtime purposes as a Saturday and Sunday.

Maintenance II person shall be qualified to handle all work as described in job description for Utility and Maintenance personnel. Building checks shall be a prime function on Saturday and Sunday.

Maintenance III

The following are requirements for this position:

1. To have a general knowledge of the following:
 - a. Basic carpentry—locks, shelving, door closures, etc.
 - b. Basic plumbing—repair of sinks, drains, etc.
 - c. Repair of pumps, compressors, motors, fans, unit heaters, etc.
 - d. Basic painting—walls, machinery, equipment, etc.
 - e. Welding
2. To have complete knowledge of the maintenance and operation of boilers and their control system. Skills required may be obtained by

proven experience and/or schooling—some systems may be computer controlled.

3. Knowledge of temperature control systems and their control systems. Skills required may be obtained by proven experience and/or schooling—some systems may be computer controlled.
4. Understand and apply the maintenance schedule as developed by the Supervisor of Maintenance and Technical Services for any assigned building(s)
5. General maintenance work as required for the upkeep of School System facilities
6. Other duties as assigned by the Supervisor

Maintenance—Pleasantview/Star

This classification shall be a day job with a combination of maintenance, custodial and grounds work with the additional responsibility for the orderly management of the building and grounds. This position must work closely with the building principal and night custodian. The individual in this position will be under the direct supervision of the Supervisor of Building and Grounds.

This position shall be responsible for:

- ordering of all supplies for custodial and maintenance operations

This person shall be qualified to:

- perform all maintenance duties as described in Maintenance I classification plus all duties as described in Custodial classification
- maintain the grounds to the extent that available equipment will permit
- paint in a workman-like manner
- direct any new or part-time employees in their work
- other duties as assigned by the Supervisor

Maintenance—High School

Duties shall consist of:

- work required for the general up-keep of the building in general

The following are requirements for this position:

1. To have a general knowledge of the following:
 - a. Basic Carpentry—locks, shelving, door closures, etc.
 - b. Basic plumbing—repair of sinks, drains, etc.
 - c. Repair of pumps, compressors, motors, fans, unit heaters, etc.
 - d. Basic painting—walls, machinery, equipment, etc.
 - e. Welding
2. To have complete knowledge of the maintenance and operation of boilers and their control system. Skills required may be obtained by proven experience and/or schooling—some systems may be computer controlled.
3. Knowledge of temperature control systems and their control systems. Skills required may be obtained by proven experience and/or schooling—some systems may be computer controlled.
4. Understand and apply the maintenance schedule as developed by the Supervisor of Maintenance and Technical Services for the High School
5. General maintenance work as required for the upkeep of School System facilities
6. Other duties as assigned by the Supervisor

Specialized Maintenance

This position shall be under the supervision of the Supervisor of Maintenance and Grounds. The person holding this position shall have the ability to assign and plan work for the Specialized Maintenance Assistant.

This classification shall require the knowledge and repair of:

1. Plain paper copiers
2. Thermofax machines
3. Spirit duplicating machines
4. Electric motors
5. Movie projectors
6. Audio tape recorders
7. Video tape recorders
8. Film strip projectors
9. Opaque and overhead projectors
10. Record players
11. Locks—retumbling & cutting keys
12. Electrical wiring
13. Master, secondary clocks

14. Scoreboards and controllers
15. Security systems
16. Telephones
17. Computers, disk drives, printers and monitors
18. Other work as assigned by the Supervisor

Specialized Maintenance Assistant

This position must be qualified to assist in all of the requirements for Specialized Maintenance position, under supervision.

B. Secretarial Personnel

Class I and II—Secretary

Responsible directly to building-level administrator and/or program supervisor and assumes responsibilities for building operations as assigned by the administration.

Class III—Library Secretary/Paraprofessional—Secondary

Class IV—Library Paraprofessional—Elementary

Library secretaries/paraprofessionals are to have competencies that enable them to perform tasks related to the ordering, receipt, maintenance, inventory, production, circulation and utilization of materials and equipment in the library. Library secretaries working with teachers, students and student assistants, and library users, must be able to respond effectively to their needs. A Library Secretary/Paraprofessional carries out all tasks under the direction of the librarian and the building principal.

Major Responsibilities: Library Secretary

1. Preparing, processing and receiving orders of print and audio-visual materials
2. Processing materials
3. Maintenance of records, inventories and bookkeeping accounts
4. Typing correspondence, reports and bibliographies as required by the librarian
5. Locating and retrieving materials and equipment for users; assisting users in the media center
6. Shelving, filing and duplicating materials
7. Checking lists and bibliographies to determine availability of materials
8. Performing circulation tasks such as charging, discharging, reserving, booking, scheduling and delivering materials and equipment
9. Supervising student assistants under the direction of the librarian

10. Responding to the needs and interests of students under the supervision of the librarian
11. Assisting in monitoring student behavior in the library

Major Responsibilities: Library Paraprofessional—Secondary

1. 1-11 above.
2. Provide assistance in the orientation, development and use of library skills for secondary students
3. Provide library skills instruction to elementary students under the supervision of the librarian
4. Assist the librarian in the supervision of volunteers

Major Responsibilities: Library Paraprofessional—Elementary

1. Assist librarian in processing library materials
2. Assist librarian in maintaining records and inventories
3. Locate and retrieve materials for library users
4. Shelve books and file materials
5. Perform circulation tasks as assigned
6. Duplicate, collate and laminate materials as assigned
7. Respond to student needs in the library
8. Assist in monitoring student behavior in library
9. Assist in office, lunchroom, and/or playground as may be assigned
10. Other duties as assigned by the librarian or principal

C. Food Service

Cook

Duties shall consist of:

- Responsible for all production records of all food prepared
- Responsible for the making of all soups and sauces and be able to reach in large pots to take out food daily
- Responsible for the preparation of the main entrees
- Responsible for the preparation of the a-la-carte entrees
- Responsible for the neatness and cleanliness of the freezer and cooler by being able to sweep and mop floors and clean shelves
- Responsible for the setting up of hot food—must be able to lift 40# pans of food in the steam table
- Responsible for supplying food to the snack bar during the lunch hour
- Responsible for checking with the Manager on amounts to prepare
- Responsible for putting stock away—must be able to lift 50# when necessary
- Responsible for letting the Manager know about any shortages of supplies

- Responsible for keeping the serving lines supplied during lunch
- General kitchen work as necessary
- Other assignments directed by the Food Services Supervisor

Cook—Pleasantview

Duties shall consist of:

- Responsible for all production records of all food prepared
- Responsible for ordering supplies
- Responsible for menus
- Responsible for inventory
- Responsible for ticket sales
- Responsible for the making of all soups and sauces and be able to reach in large pots to take out food daily
- Responsible for the preparation of the main entree
- Responsible for the preparation of the a-la-carte entrees
- Responsible for the neatness and cleanliness of the freezer and cooler by being able to sweep and mop floors and clean shelves
- Responsible for the setting up of hot food—must be able to lift 40# pans of food in the steam table
- Responsible for supplying food to the snack bar during the lunch hour
- Responsible for daily checking of leftovers
- Responsible for checking with the Manager on amounts to prepare
- Responsible for putting stock away - must be able to lift 50# when necessary
- Responsible for letting the Manager know about any shortages of supplies
- Responsible for keeping the serving lines supplied during lunch
- General kitchen work as necessary
- Other assignments directed by the Food Services Supervisor

Baker

Duties shall consist of:

- Responsible for all production records of all food prepared
- Responsible for all baking of menu items—must be able to reach in the top oven and able to lift up to 40# pans on a daily basis
- Responsible for making all toppings for desserts
- Responsible for making all puddings and jello—must be able to lift 10-15# pans in and out of cooler daily
- Responsible for serving during the lunch periods
- Responsible for letting the Supervisor know of any food shortages in the baking area
- Responsible for counting and keeping track of all leftovers

- Responsible for keeping the line supplied with desserts during the lunch period
- Responsible for using recipes when they apply
- General kitchen work as necessary
- Other assignments as directed by the Food Services Supervisor

Assistant Cook

Duties shall consist of:

- Responsible to be a constant aide to the cook in all preparations and responsibilities—should be ready to take over cook's duties whenever the situation requires
- General kitchen work as necessary
- Other assignments as directed by the Food Services Supervisor

General Help I

Duties shall consist of:

- Responsible for taking care of production records
- Responsible for supervision of own unit
- Responsible for daily ordering canned goods and other items
- Responsible for the neatness and cleanliness of the unit
- Responsible for checking with the Supervisor on amounts to prepare
- Responsible for the distribution and quality of food to the students and also able to take cases of milk out of the cooler and carry to the line daily
- Responsible for the return of goods to the main kitchen
- Responsible for the upkeep of equipment—must be able to reach into steam table and clean out wells daily and be able to reach into the milk cooler and freezer and clean when needed
- Responsible for letting Supervisor know about any shortages of supplies
- Responsible for presenting a friendly atmosphere to the students
- General kitchen work as necessary
- Other assignments as described by the Food Services Supervisor

Accounting

Duties shall consist of:

- Responsible for collecting all money from other schools
- Responsible for counting and rolling all money daily
- Responsible for all deposits and must be able to carry at least 35# bags of coins each day
- Responsible for writing up deposit tickets on each deposit

- Responsible for keeping all daily cash summary sheets and records up to date
- Other assignments as directed by the Food Services Supervisor

Snack Bar Supervisor

Duties shall consist of:

- Responsible for snack bar operation
- Responsible for the breakfast program from 8:00 to 8:25 a.m. at the high school
- Responsible for the preparation of the main entree (hamburgers, hot dogs, etc.) at middle school and high school
- Responsible for the neatness and cleanliness of the snack bar and designated area of the storeroom
- Responsible for setting up all other items in the snack bar (ice cream, milk, cake, cookies, etc.), also must be able to carry a case of milk daily to the snack bar from the cooler
- Responsible for checking with the Supervisor on amounts to prepare
- Responsible for keeping daily production records on amounts prepared at middle and high schools
- Responsible for proper upkeep of equipment and must be able to reach in and clean the milkshake machine daily at the high school
- Responsible for letting the Supervisor know about any shortages of supplies
- Responsible for keeping serving line supplied during lunch
- Responsible for presenting a friendly atmosphere to the students
- General kitchen work as necessary
- Other assignments as directed by the Food Services Supervisor

General Help II

Duties shall consist of:

Sandwiches and Salads:

- Responsible for the making of all sandwiches and salads on the menu
- Responsible for the assorted dressings
- Responsible for checking with the Supervisor on the proper amounts
- Responsible for following proper recipes
- Responsible for the proper display on the serving lines
- Responsible for the general cleanliness of work area and cooler—must be able to lift 50# cases of lettuce in cooler
- Responsible for checking with Supervisor on the use of leftovers
- Responsible for serving during the lunch periods
- Responsible for cleaning the serving line and tables on a daily basis
- Other assignments as directed by the Food Services Supervisor

Line:

- Responsible for helping set up the hot foods, cold foods, and condiments—
must be able to lift 40# pans in the steam table daily
- Responsible for keeping the line well supplied with silverware, paper
goods and food items used
- Responsible for serving the hot food during lunch time
- Responsible for cleaning the steam table and counter areas after lunch—
must be able to reach the top shelf and clean inside of the wells on steam
table
- Responsible for cleaning the dining room tables after lunch
- Responsible for keeping designated area in the cooler neat and clean
- Other assignments as directed by the Food Services Supervisor

Snack Bar:

- Responsible to the snack bar supervisor by helping in serving students
- Responsible for neatness and general sanitation of the work area
- Responsible for giving the right change
- Responsible for presenting a friendly atmosphere to the students
- Responsible for carrying foods to and from the snack bar and line
- Responsible for keeping adequate supplies available
- Other assignments as directed by the Food Services Supervisor

Cashier:

- Responsible for the 17 steps in running the cash registers
- Responsible for helping set up the line
- Responsible for the sale of all food on the serving line
- Responsible for maintaining a friendly atmosphere with the students
- Responsible for helping keep the serving line well supplied during the
lunch periods
- Responsible for keeping enough change on hand
- Responsible for checking the menu each day with the Supervisor for price
changes
- Other assignments as directed by the Food Services Supervisor

Dishwasher and Kitchen Help:

- Responsible for cleaning lunch dishes by putting them through the
dishwasher
- Responsible for cleanliness of dish machine by being able to reach in to the
back and taking pipes and racks in and out daily
- Responsible for keeping the serving line supplied with trays and silverware

- Responsible for cleaning all kitchen carts and racks at least once a week
- Responsible for using proper supplies for cleaning
- Responsible for keeping the pot and pan area clean and neat
- Responsible for checking with the Supervisor if more supplies are needed
- Other assignments as directed by the Food Services Supervisor

Paraprofessional Personnel

General

Qualifications for this position shall consist of:

- High school diploma or equivalent
- Ability to perform clerical tasks proficiently
- Ability to communicate effectively with students and staff using proper grammar and vocabulary
- Ability to maintain discipline in all school settings
- Completion of first aid and CPR courses desirable
- Punctual in all assignments
- Observes all District policies appropriate to this position
- Accepts the responsibility of assigned tasks

Duties and responsibilities shall consist of:

- Aid teacher in preparing room or school
- Help prepare and distribute lesson materials
- Work with small groups of students or individual students on drill and practice under teacher's supervision
- Keep classroom neat and orderly
- Aid teacher in arranging bulletin boards
- Supervise playground under teacher's supervision
- Assist with student records when asked
- When necessary, supervise students in cafeteria
- Aid in storing materials and getting classroom ready for closing of school
- Specific assignments will call for specific tasks as determined by the assignment
- Any duties as may be assigned by the building principal

Child Care Provider

Qualifications for this position shall consist of:

- High school diploma
- Experience working with children
- Additional training and/or skills desirable
- For some specific assignments appropriate certification or course work may be required
- Good character
- Good public relations and interpersonal skills

Duties and Responsibilities shall consist of:

- Supervision and care of children
- Maintenance of center materials
- Organizing and maintaining a safe play environment
- Accurate record keeping for center
- Establishing and maintaining rules of behavior for the center
- Designing and implementing worthy developmental experiences for children in accordance with their level of maturity
- Communicating with Coordinator and parents with respect to progress, problems, and needs of program
- Maintenance of security and confidentiality of children and parents
- Other duties as assigned by the Supervisor

Security Guard

Qualifications for this position shall consist of:

- High school diploma
- Must demonstrate ability to be consistent and firm without being harsh with students
- Additional training and/or skills desirable
- Must like to work with adolescents
- Good public relations and interpersonal skills

Duties and responsibilities shall consist of:

- Be knowledgeable about school rules and regulations
- Report violations of school rules and regulations to the Supervisor
- Document violations as is necessary
- Be prepared to intervene in physical confrontations in an emergency situation

- Provide emergency first aid as required
- Be visible and mobile—should be able to climb stairs, walk at a brisk pace and stay standing for long periods of time
- Make a daily report to the Supervisor
- High school assignment could involve monitoring parking lots and vehicular traffic around the building
- Treat students fairly and command the respect of students
- Other duties as assigned by the Supervisor

In-School Suspension

Qualifications for this position shall consist of:

- High school diploma
- Must demonstrate ability to be consistent and firm without being harsh with students
- Must like to work with adolescents
- Good public relations and interpersonal skills

Duties and responsibilities shall consist of:

- Supervise in-school suspension students
- Coordinate assignments for in-school suspension students from teachers
- Maintain accurate records
- Other duties as may be assigned by the Building Principal

Health Care I—General

The role of this position is to provide health care support and related services as determined to be necessary for handicapped and disabled students.

Qualifications for this position shall consist of:

- High school diploma or equivalent
- Ability to perform clerical tasks proficiently
- The ability to communicate effectively with students and staff using proper grammar and vocabulary
- Ability to maintain discipline in all school settings
- Completion of first aid and CPR courses desirable
- Specific functional training and/or job experience as is appropriate to the position
- Capacity to directly provide health related and allied services not requiring advanced or specialized training
- Observes all District policies appropriate to this position
- Accepts the responsibility of assigned tasks

Duties and responsibilities shall consist of:

- Aid teacher in preparing room for school
- Help prepare and distribute lesson materials
- Work with small groups of students or individual students on drill and practice under teacher's supervision
- Keep classroom neat and orderly
- Aid teacher in arranging bulletin boards
- Supervise playground under teacher's supervision
- Assist with student records when asked
- When necessary, supervise students in cafeteria
- Aid in storing materials and getting classroom ready for closing of school
- Specific Assignments: provide health care support and related services for a student(s) as determined to be necessary to serve the needs of identified handicapped and/or disabled students; provide hygienic services for non-disabled or non-handicapped students where such services are required due to the age of the students and program needs
- Any duties as may be assigned by the building principal

Health Care II—Specialized

The role of this position is to provide health care support and related services that are determined to be necessary to serve handicapped and/or disabled students.

Qualifications for this position shall consist of:

- High school diploma or equivalent
- Ability to perform clerical tasks proficiently
- Ability to communicate effectively with students and staff using proper grammar and vocabulary
- Ability to maintain discipline in all school settings
- Completion of first aid, CPR and other required training
- Specific functional training and/or job experience as is determined to be necessary to serve the needs of handicapped and/or disabled students requiring health care or related services
- Capability to directly provide health related and allied services requiring advanced and/or specialized training (e.g. catheterization, suctioning)
- Observes all District policies appropriate to this position
- Accepts the responsibility of assigned tasks

Duties and responsibilities consist of:

- Aid teacher in preparing room for school
- Help prepare and distribute lesson materials
- Work with small groups of students or individual students on drill and practice under teacher's supervision
- Keep classroom neat and orderly
- Aid teacher in arranging bulletin boards
- Supervise playground under teacher's supervision
- Assist with student records when asked
- When necessary, supervise students in cafeteria
- Aid in storing materials and getting classroom ready for closing of school
- Specific Assignment: provide health care and related services for a student(s) as determined to be necessary to serve the needs of identified handicapped and/or disabled students
- Any duties as may be assigned by the building principal

Special Education Vocational Training

Qualifications for this position shall consist of:

- High school diploma or equivalent
- Successful completion of a nursing assistant training program
- Successful completion of the Federal Nurse Aide Test
- Ability to perform clerical tasks proficiently
- Ability to communicate effectively with students and staff using proper grammar and vocabulary
- Ability to maintain discipline in all school settings
- Completion of first aid and CPR courses desirable
- Punctual in all assignments
- Observes all District policies appropriate to this position
- Accepts the responsibility of assigned task

Duties and responsibilities shall consist of:

- Supervise students in the clinical setting, in non-patient care activities
- Have appropriate licensing and be available to transport students in a school provided vehicle
- Help prepare and distribute lesson materials
- Work with small groups of students or individual students on drill and practice under teacher's supervision
- Aid teacher in arranging bulletin boards
- Assist with student records when asked
- Aid in storing materials and getting classroom ready for closing of school

- Specific assignments will call for specific tasks as determined by the assignment
- Other duties as may be assigned by the building principal

